
HOUSE BILL 2256

State of Washington 59th Legislature 2005 Regular Session

By Representatives Condotta, Armstrong, McDonald, Clements,
Schindler, Holmquist, Rodne, Kristiansen, Bailey, McCune, Sump,
Shabro, Kretz and Newhouse

Read first time 03/01/2005. Referred to Committee on Commerce & Labor.

1 AN ACT Relating to public employees bill of rights; amending RCW
2 28B.52.045, 41.56.122, 41.76.045, 41.59.100, 41.80.100, and 47.64.160;
3 and creating a new section.

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

5 NEW SECTION. **Sec. 1.** The legislature finds that it is a
6 substantial governmental interest to:

7 (1) Extend to public employees protections similar to those
8 afforded to private sector employees regarding reporting and
9 accountability for their bargaining representatives;

10 (2) Assure that a public employee's right to refrain from compelled
11 speech and from financing expenditures that are not germane to the
12 collective bargaining process or to contract administration is properly
13 balanced with the bargaining representative's ability to collect dues
14 and fees and to use them;

15 (3) Discourage corruption and mismanagement within employee
16 organizations; and

17 (4) By providing better information, reduce the disputes brought
18 under union security clauses between members of a bargaining unit and
19 their bargaining representative.

1 **Sec. 2.** RCW 28B.52.045 and 1987 c 314 s 8 are each amended to read
2 as follows:

3 (1) Upon filing with the employer the voluntary written
4 authorization of a bargaining unit employee under this chapter, the
5 employee organization which is the exclusive bargaining representative
6 of the bargaining unit shall have the right to have deducted from the
7 salary of the bargaining unit employee the periodic dues and initiation
8 fees uniformly required as a condition of acquiring or retaining
9 membership in the exclusive bargaining representative. Such employee
10 authorization shall not be irrevocable for a period of more than one
11 year. Such dues and fees shall be deducted from the pay of all
12 employees who have given authorization for such deduction, and shall be
13 transmitted by the employer to the employee organization or to the
14 depository designated by the employee organization. Nothing in this
15 section obligates the employer to withhold funds for a political action
16 committee obligated to report under RCW 42.17.040.

17 (2) A collective bargaining agreement may include union security
18 provisions, but not a closed shop. If an agency shop or other union
19 security provision is agreed to, the employer shall enforce any such
20 provision by deductions from the salary of bargaining unit employees
21 affected thereby and shall transmit such funds to the employee
22 organization or to the depository designated by the employee
23 organization.

24 (3) A union security provision in a collective bargaining agreement
25 is not permitted and ceases to be binding unless the employee
26 organization that is the exclusive bargaining representative of
27 employees covered by a union security provision permitted in this
28 chapter and any affiliated organization collecting dues, fees, or
29 assessments pursuant to a union security provision:

30 (a) Provide each employee with annual written notice, separate from
31 any other publication, conspicuously explaining the affected employees'
32 right to decline membership in the union and the process for paying a
33 work place representation fee, the services the bargaining agent will
34 provide for that fee, and the process for receiving any funds collected
35 as agency fees but not used for purposes germane to the collective
36 bargaining process or to contract administration;

37 (b) Provide each employee with annual written notice, separate from
38 any other publication, conspicuously explaining that employees have a

1 right of nonassociation when based upon bona fide personally held
2 religious beliefs or the tenets or teachings of a church or religious
3 body of which such employee is a member, and the process for exercising
4 this right;

5 (c) Provide each employee with an annual written notice specifying
6 the financial information the exclusive bargaining representative or
7 affiliated organization will make available to the affected employee
8 upon request. Any exclusive bargaining representative with annual
9 receipts of two hundred thousand dollars or more shall, on request by
10 an affected employee, provide the employee with detailed and timely
11 information as specified in rule by the commission on at least the
12 following:

13 (i) Salary, the cost of fringe benefits, allowances, and other
14 direct or indirect disbursements to each officer of the exclusive
15 bargaining representative, and the support staff, as well as all
16 contributions to state or national affiliates and any official or
17 employee thereof;

18 (ii) All income received or the value of services furnished to an
19 exclusive bargaining representative by either a parent affiliated labor
20 organization or by any other labor organization on behalf of the
21 exclusive bargaining representative; and

22 (iii) An itemization of the total amount spent by the exclusive
23 bargaining representative for such items as contract negotiation and
24 administration, organizing activities, labor dispute activities, public
25 relations activities, political activities, voter education and issue
26 advocacy activities, contributions to charitable, nonprofit, or
27 community organizations, and travel expenses;

28 (d) Permit all members of the bargaining unit equal ability to
29 affect decisions related to work place representation; and

30 (e) Do not expend or divert funds collected as work place
31 representation dues or fees to make contributions or expenditures to
32 influence an election or to operate a political committee, unless an
33 assessment for such use is affirmatively authorized by an affected
34 employee. Such authorized assessments must be segregated from dues and
35 fees collected pursuant to the collective bargaining agreement and
36 reported pursuant to RCW 42.17.040.

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

1 held religious beliefs or the tenets or teachings of a church or
2 religious body of which such employee is a member shall either have his
3 or her right accommodated by the reduction or waiver of the
4 representation fees, or pay to a nonreligious charity or other
5 charitable organization an amount of money equivalent to (~~the periodic~~
6 ~~dues and initiation fees uniformly required as a condition of acquiring~~
7 ~~or retaining membership in the exclusive bargaining representative)) a
8 pro rata share of expenditures for purposes germane to the collective
9 bargaining process, to contract administration, or to pursuing matters
10 affecting wages, hours, and other conditions of employment. The
11 charity shall be agreed upon by the employee and the employee
12 organization to which such employee would otherwise pay the dues and
13 fees. The employee shall furnish written proof that such payments have
14 been made. If the employee and the employee organization do not reach
15 agreement on such matter, the commission shall designate the charitable
16 organization. The employee shall not be a member of the employee
17 organization but is entitled to all the representation rights of a
18 member of the employee organization.~~

19 **Sec. 3.** RCW 41.56.122 and 1975 1st ex.s. c 296 s 22 are each
20 amended to read as follows:

21 A collective bargaining agreement may:

22 (1) Contain union security provisions: PROVIDED, That nothing in
23 this section shall authorize a closed shop provision: PROVIDED
24 FURTHER, That agreements involving union security provisions must
25 safeguard the right of nonassociation of public employees based on bona
26 fide personally held religious beliefs or the tenets or teachings of a
27 church or religious body of which such public employee is a member.
28 Such public employee shall either have his or her right accommodated by
29 the reduction or waiver of the representation fees, or pay an amount of
30 money equivalent to (~~regular union dues and initiation fee~~) a pro
31 rata share of expenditures for purposes germane to the collective
32 bargaining process, to contract administration, or to pursuing matters
33 affecting wages, hours, and other conditions of employment to a
34 nonreligious charity or to another charitable organization mutually
35 agreed upon by the public employee affected and the bargaining
36 representative to which such public employee would otherwise pay the
37 dues and initiation fee. The public employee shall furnish written

1 proof that such payment has been made. If the public employee and the
2 bargaining representative do not reach agreement on such matter, the
3 commission shall designate the charitable organization. (~~When there~~
4 ~~is a conflict between any collective bargaining agreement reached by a~~
5 ~~public employer and a bargaining representative on a union security~~
6 ~~provision and any charter, ordinance, rule, or regulation adopted by~~
7 ~~the public employer or its agents, including but not limited to, a~~
8 ~~civil service commission, the terms of the collective bargaining~~
9 ~~agreement shall prevail.)) The employee shall not be a member of the
10 employee organization but is entitled to all the representation rights
11 of a member of the employee organization.~~

12 (2) Provide for binding arbitration of a labor dispute arising from
13 the application or the interpretation of the matters contained in a
14 collective bargaining agreement.

15 **Sec. 4.** RCW 41.76.045 and 2002 c 356 s 12 are each amended to read
16 as follows:

17 (1) Upon filing with the employer the voluntary written
18 authorization of a bargaining unit faculty member under this chapter,
19 the employee organization which is the exclusive bargaining
20 representative of the bargaining unit shall have the right to have
21 deducted from the salary of the bargaining unit faculty member the
22 periodic dues and initiation fees uniformly required as a condition of
23 acquiring or retaining membership in the exclusive bargaining
24 representative. Such employee authorization shall not be irrevocable
25 (~~for a period of more than one year~~). Such dues and fees shall be
26 deducted from the pay of all faculty members who have given
27 authorization for such deduction, and shall be transmitted by the
28 employer to the employee organization or to the depository designated
29 by the employee organization. Nothing in this section obligates the
30 employer to withhold funds for a political action committee obligated
31 to report under RCW 42.17.040.

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

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

3 (3) A union security provision in a collective bargaining agreement
4 is not permitted and ceases to be binding unless the employee
5 organization that is the exclusive bargaining representative of
6 employees covered by a union security provision permitted in this
7 chapter and any affiliated organization collecting dues, fees, or
8 assessments pursuant to a union security provision:

9 (a) Provide each faculty member with annual written notice,
10 separate from any other publication, conspicuously explaining the
11 affected faculty members' right to decline membership in the union and
12 the process for paying a work place representation fee, the services
13 the bargaining agent will provide for that fee, and the process for
14 receiving any funds collected as agency fees but not used for purposes
15 germane to the collective bargaining process or to contract
16 administration;

17 (b) Provide each faculty member with annual written notice,
18 separate from any other publication, conspicuously explaining that
19 faculty members have a right of nonassociation when based upon bona
20 fide personally held religious beliefs or the tenets or teachings of a
21 church or religious body of which such faculty member is a member, and
22 the process for exercising this right;

23 (c) Provide each employee with an annual written notice specifying
24 the financial information the exclusive bargaining representative or
25 affiliated organization will make available to the affected employee
26 upon request. Any exclusive bargaining representative with annual
27 receipts of two hundred thousand dollars or more shall, on request by
28 an affected employee, provide the employee with detailed and timely
29 information as specified in rule by the commission on at least the
30 following:

31 (i) Salary, the cost of fringe benefits, allowances, and other
32 direct or indirect disbursements to each officer of the exclusive
33 bargaining representative, and the support staff, as well as all
34 contributions to state or national affiliates and any official or
35 employee thereof;

36 (ii) All income received or the value of services furnished to an
37 exclusive bargaining representative by either a parent affiliated labor

1 organization or by any other labor organization on behalf of the
2 exclusive bargaining representative; and

3 (iii) An itemization of the total amount spent by the exclusive
4 bargaining representative for such items as contract negotiation and
5 administration, organizing activities, labor dispute activities, public
6 relations activities, political activities, voter education and issue
7 advocacy activities, contributions to charitable, nonprofit, or
8 community organizations, and travel expenses;

9 (d) Permit all members of the bargaining unit equal ability to
10 affect decisions related to work place representation; and

11 (e) Do not expend or divert funds collected as work place
12 representation dues or fees to make contributions or expenditures to
13 influence an election or to operate a political committee, unless an
14 assessment for such use is affirmatively authorized by an affected
15 faculty member. Such authorized assessments must be segregated from
16 dues and fees collected pursuant to the collective bargaining agreement
17 and reported pursuant to RCW 42.17.040.

18 (4) A faculty member who is covered by a union security provision
19 and who asserts a right of nonassociation based on bona fide personally
20 held religious beliefs or the tenets or teachings of a church or
21 religious body of which such faculty member is a member shall either
22 have his or her right accommodated by the reduction or waiver of the
23 representation fees, or pay to a nonreligious charity or other
24 charitable organization an amount of money equivalent to ((the periodic
25 dues and initiation fees uniformly required as a condition of acquiring
26 or retaining membership in the exclusive bargaining representative)) a
27 pro rata share of expenditures for purposes germane to the collective
28 bargaining process, to contract administration, or to pursuing matters
29 affecting wages, hours, and other conditions of employment. The
30 charity shall be agreed upon by the faculty member and the employee
31 organization to which such faculty member would otherwise pay the dues
32 and fees. The faculty member shall furnish written proof that such
33 payments have been made. If the faculty member and the employee
34 organization do not reach agreement on such matter, the dispute shall
35 be submitted to the commission for determination. The employee shall
36 not be a member of the employee organization but is entitled to all the
37 representation rights of a member of the employee organization.

1 **Sec. 5.** RCW 41.59.100 and 1975 1st ex.s. c 288 s 11 are each
2 amended to read as follows:

3 (1) A collective bargaining agreement may include union security
4 provisions including an agency shop, but not a union or closed shop.
5 If an agency shop provision is agreed to, the employer shall enforce it
6 by deducting from the salary payments to members of the bargaining unit
7 the dues required of membership in the bargaining representative, or,
8 for nonmembers thereof, a fee equivalent to or less than such dues.
9 Nothing in this section obligates the employer to withhold funds for a
10 political action committee obligated to report under RCW 42.17.040.

11 (2) A union security provision in a collective bargaining agreement
12 is not permitted and ceases to be binding unless the employee
13 organization that is the exclusive bargaining representative of
14 employees covered by a union security provision permitted in this
15 chapter and any affiliated organization collecting dues, fees, or
16 assessments pursuant to a union security provision:

17 (a) Provide each employee with annual written notice, separate from
18 any other publication, conspicuously explaining the affected employees'
19 right to decline membership in the union and the process for paying a
20 work place representation fee, the services the bargaining agent will
21 provide for that fee, and the process for receiving any funds collected
22 as agency fees but not used for purposes germane to the collective
23 bargaining process or to contract administration;

24 (b) Provide each employee with annual written notice, separate from
25 any other publication, conspicuously explaining that employees have a
26 right of nonassociation when based upon bona fide personally held
27 religious beliefs or the tenets or teachings of a church or religious
28 body of which such employee is a member, and the process for exercising
29 this right;

30 (c) Provide each employee with an annual written notice specifying
31 the financial information the exclusive bargaining representative or
32 affiliated organization will make available to the affected employee
33 upon request. Any exclusive bargaining representative with annual
34 receipts of two hundred thousand dollars or more shall, on request by
35 an affected employee, provide the employee with detailed and timely
36 information as specified in rule by the commission on at least the
37 following:

1 (i) Salary, the cost of fringe benefits, allowances, and other
2 direct or indirect disbursements to each officer of the exclusive
3 bargaining representative, and the support staff, as well as all
4 contributions to state or national affiliates and any official or
5 employee thereof;

6 (ii) All income received or the value of services furnished to an
7 exclusive bargaining representative by either a parent affiliated labor
8 organization or by any other labor organization on behalf of the
9 exclusive bargaining representative; and

10 (iii) An itemization of the total amount spent by the exclusive
11 bargaining representative for such items as contract negotiation and
12 administration, organizing activities, labor dispute activities, public
13 relations activities, political activities, voter education and issue
14 advocacy activities, contributions to charitable, nonprofit, or
15 community organizations, and travel expenses;

16 (d) Permit all members of the bargaining unit equal ability to
17 affect decisions related to work place representation; and

18 (e) Do not expend or divert funds collected as work place
19 representation dues or fees to make contributions or expenditures to
20 influence an election or to operate a political committee, unless an
21 assessment for such use is affirmatively authorized by an affected
22 employee. Such authorized assessments must be segregated from dues and
23 fees collected pursuant to the collective bargaining agreement and
24 reported pursuant to RCW 42.17.040.

25 (3) All union security provisions must safeguard the right of
26 nonassociation of employees based on bona fide personally held
27 religious beliefs or the tenets or teachings of a church or religious
28 body of which such employee is a member. Such employee shall either
29 have his or her right accommodated by the reduction or waiver of the
30 representation fees, or pay an amount of money equivalent to (~~regular~~
31 dues and fees)) a pro rata share of expenditures for purposes germane
32 to the collective bargaining process, to contract administration, or to
33 pursuing matters affecting wages, hours, and other conditions of
34 employment to a nonreligious charity or to another charitable
35 organization mutually agreed upon by the employee affected and the
36 bargaining representative to which such employee would otherwise pay
37 the dues and fees. The employee shall furnish written proof that such
38 payment has been made. If the employee and the bargaining

1 representative do not reach agreement on such matter, the commission
2 shall designate the charitable organization. The employee shall not be
3 a member of the employee organization but is entitled to all the
4 representation rights of a member of the employee organization.

5 **Sec. 6.** RCW 41.80.100 and 2002 c 354 s 311 are each amended to
6 read as follows:

7 (1) A collective bargaining agreement may contain a union security
8 provision requiring as a condition of employment the payment, no later
9 than the thirtieth day following the beginning of employment or July 1,
10 2004, whichever is later, of an agency shop fee to the employee
11 organization that is the exclusive bargaining representative for the
12 bargaining unit in which the employee is employed. The amount of the
13 fee shall be equal to or less than the amount required to become a
14 member in good standing of the employee organization. Each employee
15 organization shall establish a procedure by which any employee so
16 requesting may pay a representation fee no greater than the part of the
17 membership fee that represents a pro rata share of expenditures for
18 purposes germane to the collective bargaining process, to contract
19 administration, or to pursuing matters affecting wages, hours, and
20 other conditions of employment.

21 (2) A union security provision in a collective bargaining agreement
22 is not permitted and ceases to be binding unless the employee
23 organization that is the exclusive bargaining representative of
24 employees covered by a union security provision permitted in this
25 chapter and any affiliated organization collecting dues, fees, or
26 assessments pursuant to a union security provision:

27 (a) Provide each employee with annual written notice, separate from
28 any other publication, conspicuously explaining the affected employees'
29 right to decline membership in the union and the process for paying a
30 work place representation fee, the services the bargaining agent will
31 provide for that fee and the process for receiving any funds collected
32 as agency fees but not used for purposes germane to the collective
33 bargaining process or to contract administration;

34 (b) Provide each employee with annual written notice, separate from
35 any other publication, conspicuously explaining that employees have a
36 right of nonassociation when based upon bona fide personally held

1 religious beliefs or the tenets or teachings of a church or religious
2 body of which such employee is a member, and the process for exercising
3 this right;

4 (c) Provide each employee with an annual written notice specifying
5 the financial information the exclusive bargaining representative or
6 affiliated organization will make available to the affected employee
7 upon request. Any exclusive bargaining representative with annual
8 receipts of two hundred thousand dollars or more shall, on request by
9 an affected employee, provide the employee with detailed and timely
10 information as specified in rule by the commission on at least the
11 following:

12 (i) Salary, the cost of fringe benefits, allowances, and other
13 direct or indirect disbursements to each officer of the exclusive
14 bargaining representative, and the support staff, as well as all
15 contributions to state or national affiliates and any official or
16 employee thereof;

17 (ii) All income received or the value of services furnished to an
18 exclusive bargaining representative by either a parent affiliated labor
19 organization or by any other labor organization on behalf of the
20 exclusive bargaining representative; and

21 (iii) An itemization of the total amount spent by the exclusive
22 bargaining representative for such items as contract negotiation and
23 administration, organizing activities, labor dispute activities, public
24 relations activities, political activities, voter education and issue
25 advocacy activities, contributions to charitable, nonprofit, or
26 community organizations, and travel expenses;

27 (d) Permit all members of the bargaining unit equal ability to
28 affect decisions related to work place representation; and

29 (e) Do not expend or divert funds collected as work place
30 representation dues or fees to make contributions or expenditures to
31 influence an election or to operate a political committee, unless an
32 assessment for such use is affirmatively authorized by an affected
33 employee. Such authorized assessments must be segregated from dues and
34 fees collected pursuant to the collective bargaining agreement and
35 reported pursuant to RCW 42.17.040.

36 (3) An employee who is covered by a union security provision and
37 who asserts a right of nonassociation based on bona fide personally
38 held religious beliefs or the tenets, or teachings of a church or

1 religious body of which the employee is a member, shall(~~(, as a~~
2 ~~condition of employment, make payments to the employee organization,~~
3 ~~for purposes within the program of the employee organization as~~
4 ~~designated by the employee that would be in harmony with his or her~~
5 ~~individual conscience. The amount of the payments shall be equal to~~
6 ~~the periodic dues and fees uniformly required as a condition of~~
7 ~~acquiring or retaining membership in the employee organization minus~~
8 ~~any included monthly premiums for insurance programs sponsored by the~~
9 ~~employee organization)) either have his or her right accommodated by
10 the reduction or waiver of the representation fees, or pay to a
11 nonreligious charity or other charitable organization an amount of
12 money equivalent to a pro rata share of expenditures for purposes
13 germane to the collective bargaining process, to contract
14 administration, or to pursuing matters affecting wages, hours, and
15 other conditions of employment. The employee shall not be a member of
16 the employee organization but is entitled to all the representation
17 rights of a member of the employee organization.~~

18 ((+3)) (4) Upon filing with the employer the written authorization
19 of a bargaining unit employee under this chapter, the employee
20 organization that is the exclusive bargaining representative of the
21 bargaining unit shall have the exclusive right to have deducted from
22 the salary of the employee an amount equal to the fees and dues
23 uniformly required as a condition of acquiring or retaining membership
24 in the employee organization. The fees and dues shall be deducted each
25 pay period from the pay of all employees who have given authorization
26 for the deduction and shall be transmitted by the employer as provided
27 for by agreement between the employer and the employee organization.
28 Nothing in this section obligates the employer to withhold funds for a
29 political action committee obligated to report under RCW 42.17.040.

30 ((+4)) (5) Employee organizations that before July 1, 2004, were
31 entitled to the benefits of this section shall continue to be entitled
32 to these benefits.

33 **Sec. 7.** RCW 47.64.160 and 1983 c 15 s 7 are each amended to read
34 as follows:

35 (1) A collective bargaining agreement may include union security
36 provisions including an agency shop, but not a union or closed shop.
37 If an agency shop provision is agreed to, the employer shall enforce it

1 by deducting from the salary payments to members of the bargaining unit
2 the dues required of membership in the bargaining representative, or,
3 for nonmembers thereof, a fee equivalent to or less than such dues.
4 Nothing in this section obligates the employer to withhold funds for a
5 political action committee obligated to report under RCW 42.17.040.

6 (2) A union security provision in a collective bargaining agreement
7 is not permitted and ceases to be binding unless the employee
8 organization that is the exclusive bargaining representative of
9 employees covered by a union security provision permitted in this
10 chapter and any affiliated organization collecting dues, fees, or
11 assessments pursuant to a union security provision:

12 (a) Provide each employee with annual written notice, separate from
13 any other publication, conspicuously explaining the affected employees'
14 right to decline membership in the union and the process for paying a
15 work place representation fee, the services the bargaining agent will
16 provide for that fee, and the process for receiving any funds collected
17 as agency fees but not used for purposes germane to the collective
18 bargaining process or to contract administration;

19 (b) Provide each employee with annual written notice, separate from
20 any other publication, conspicuously explaining that employees have a
21 right of nonassociation when based upon bona fide personally held
22 religious beliefs or the tenets or teachings of a church or religious
23 body of which such employee is a member, and the process for exercising
24 this right;

25 (c) Provide each employee with an annual written notice specifying
26 the financial information the exclusive bargaining representative or
27 affiliated organization will make available to the affected employee
28 upon request. Any exclusive bargaining representative with annual
29 receipts of two hundred thousand dollars or more shall, on request by
30 an affected employee, provide the employee with detailed and timely
31 information as specified in rule by the commission on at least the
32 following:

33 (i) Salary, the cost of fringe benefits, allowances, and other
34 direct or indirect disbursements to each officer of the exclusive
35 bargaining representative, and the support staff, as well as all
36 contributions to state or national affiliates and any official or
37 employee thereof;

1 (ii) All income received or the value of services furnished to an
2 exclusive bargaining representative by either a parent affiliated labor
3 organization or by any other labor organization on behalf of the
4 exclusive bargaining representative; and

5 (iii) An itemization of the total amount spent by the exclusive
6 bargaining representative for such items as contract negotiation and
7 administration, organizing activities, labor dispute activities, public
8 relations activities, political activities, voter education and issue
9 advocacy activities, contributions to charitable, nonprofit, or
10 community organizations, and travel expenses;

11 (d) Permit all members of the bargaining unit equal ability to
12 affect decisions related to work place representation; and

13 (e) Do not expend or divert funds collected as work place
14 representation dues or fees to make contributions or expenditures to
15 influence an election or to operate a political committee, unless an
16 assessment for such use is affirmatively authorized by an affected
17 employee. Such authorized assessments must be segregated from dues and
18 fees collected pursuant to the collective bargaining agreement and
19 reported pursuant to RCW 42.17.040.

20 (3) All union security provisions shall safeguard the right of
21 nonassociation of employees based on bona fide personally held
22 religious beliefs or the tenets or teachings of a church or religious
23 body of which such employee is a member. Such employee shall either
24 have his or her right accommodated by the reduction or waiver of the
25 representation fees, or pay an amount of money equivalent to (~~regular~~
26 dues and fees)) a pro rata share of expenditures for purposes germane
27 to the collective bargaining process, to contract administration, or to
28 pursuing matters affecting wages, hours, and other conditions of
29 employment to a nonreligious charity or to another charitable
30 organization mutually agreed upon by the employee affected and the
31 bargaining representative to which such employee would otherwise pay
32 the dues and fees. The employee shall furnish written proof that such
33 payment has been made. If the employee and the bargaining
34 representative do not reach agreement on such matter, the commission
35 shall designate the charitable organization. The employee shall not be
36 a member of the employee organization but is entitled to all the

1 representation rights of a member of the employee organization.

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