

**HB 2079 - H AMD 206**

By Representative Chandler

**FAILED 3/9/2007**

1           Strike everything after the enacting clause and insert the  
2 following:

3           "**Sec. 1.** RCW 42.17.760 and 1993 c 2 s 16 are each amended to  
4 read as follows:

5           A labor organization that collects agency shop fees in excess  
6 of a pro rata share of expenditures for purposes germane to the  
7 collective bargaining process, contract administration, or for  
8 matters affecting wages, hours, and other conditions of employment  
9 may not use agency shop fees paid by an individual who is not a  
10 member of the organization to make contributions or expenditures to  
11 influence an election or to operate a political committee, unless  
12 affirmatively authorized by the individual.

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

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

28           (2) A collective bargaining agreement may include union  
29 security provisions, but not a closed shop. If an agency shop or

1 other union security provision is agreed to, the employer shall  
2 enforce any such provision by deductions from the salary of  
3 bargaining unit employees affected thereby and shall transmit such  
4 funds to the employee organization or to the depository designated  
5 by the employee organization. The amount of the funds collected  
6 under a union security provision shall not exceed a pro rata share  
7 of expenditures for purposes germane to the collective bargaining  
8 process, contract administration, or for matters affecting wages,  
9 hours, and other conditions of employment. Determination of the  
10 share of the fee shall be documented for the nonmember using  
11 historical data.

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

25 **Sec. 3.** RCW 41.76.045 and 2002 c 356 s 12 are each amended to  
26 read as follows:

27 (1) Upon filing with the employer the voluntary written  
28 authorization of a bargaining unit faculty member under this  
29 chapter, the employee organization which is the exclusive  
30 bargaining representative of the bargaining unit shall have the  
31 right to have deducted from the salary of the bargaining unit  
32 faculty member the periodic dues and initiation fees uniformly  
33 required as a condition of acquiring or retaining membership in the  
34 exclusive bargaining representative. Such employee authorization  
35 shall not be irrevocable for a period of more than one year. Such  
36 dues and fees shall be deducted from the pay of all faculty members  
37 who have given authorization for such deduction, and shall be

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

3 (2) A collective bargaining agreement may include union  
4 security provisions, but not a closed shop. If an agency shop or  
5 other union security provision is agreed to, the employer shall  
6 enforce any such provision by deductions from the salary of  
7 bargaining unit faculty members affected thereby and shall transmit  
8 such funds to the employee organization or to the depository  
9 designated by the employee organization. The amount of the funds  
10 collected under a union security provision shall not exceed a pro  
11 rata share of expenditures for purposes germane to the collective  
12 bargaining process, contract administration, or for matters  
13 affecting wages, hours, and other conditions of employment.  
14 Determination of the pro rata share shall be documented for the  
15 nonmember using historical data.

16 (3) A faculty member who is covered by a union security  
17 provision and who asserts a right of nonassociation based on bona  
18 fide religious tenets or teachings of a church or religious body of  
19 which such faculty member is a member shall pay to a nonreligious  
20 charity or other charitable organization an amount of money  
21 equivalent to the periodic dues and initiation fees uniformly  
22 required as a condition of acquiring or retaining membership in the  
23 exclusive bargaining representative. The charity shall be agreed  
24 upon by the faculty member and the employee organization to which  
25 such faculty member would otherwise pay the dues and fees. The  
26 faculty member shall furnish written proof that such payments have  
27 been made. If the faculty member and the employee organization do  
28 not reach agreement on such matter, the dispute shall be submitted  
29 to the commission for determination.

30 **Sec. 4.** RCW 41.59.100 and 1975 1st ex.s. c 288 s 11 are each  
31 amended to read as follows:

32 A collective bargaining agreement may include union security  
33 provisions including an agency shop, but not a union or closed  
34 shop. If an agency shop provision is agreed to, the employer shall  
35 enforce it by deducting from the salary payments to members of the  
36 bargaining unit the dues required of membership in the bargaining  
37 representative, or, for nonmembers thereof, (~~a fee equivalent to~~  
38 ~~such dues~~) an agency shop fee. The amount of the funds collected

1 under a union security provision shall not exceed a pro rata share  
2 of expenditures for purposes germane to the collective bargaining  
3 process, contract administration, or for matters affecting wages,  
4 hours, and other conditions of employment. Determination of the  
5 share of the fee shall be documented for the nonmember using  
6 historical data. All union security provisions must safeguard the  
7 right of nonassociation of employees based on bona fide religious  
8 tenets or teachings of a church or religious body of which such  
9 employee is a member. Such employee shall pay an amount of money  
10 equivalent to regular dues and fees to a nonreligious charity or to  
11 another charitable organization mutually agreed upon by the  
12 employee affected and the bargaining representative to which such  
13 employee would otherwise pay the dues and fees. The employee shall  
14 furnish written proof that such payment has been made. If the  
15 employee and the bargaining representative do not reach agreement  
16 on such matter, the commission shall designate the charitable  
17 organization.

18 **Sec. 5.** 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  
22 payment(~~(, no later than the thirtieth day following the beginning~~  
23 ~~of employment or July 1, 2004, whichever is later,)) of an agency  
24 shop fee to the employee organization that is the exclusive  
25 bargaining representative for the bargaining unit in which the  
26 employee is employed. The amount of the fee shall be equal to the  
27 amount (~~(required to become a member in good standing of the~~  
28 ~~employee organization. Each employee organization shall establish~~  
29 ~~a procedure by which any employee so requesting may pay a~~  
30 ~~representation fee)) no greater than the part of the membership fee  
31 that represents a pro rata share of expenditures for purposes  
32 germane to the collective bargaining process, to contract  
33 administration, or to pursuing matters affecting wages, hours, and  
34 other conditions of employment. Determination of the share of the  
35 fee shall be documented for the nonmember using historical data.~~~~

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

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

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

27 (4) Employee organizations that before July 1, 2004, were  
28 entitled to the benefits of this section shall continue to be  
29 entitled to these benefits.

30 **Sec. 6.** RCW 47.64.160 and 1983 c 15 s 7 are each amended to  
31 read as follows:

32 A collective bargaining agreement may include union security  
33 provisions including an agency shop, but not a union or closed  
34 shop. If an agency shop provision is agreed to, the employer shall  
35 enforce it by deducting from the salary payments to members of the  
36 bargaining unit the dues required of membership in the bargaining  
37 representative, or, for nonmembers thereof, a fee equivalent to  
38 (~~such dues~~) a pro rata share of expenditures for purposes germane

1 to the collective bargaining process, contract administration, or  
2 for matters affecting wages, hours, and other conditions of  
3 employment. Determination of the share of the fee shall be  
4 documented for the nonmember using historical data. All union  
5 security provisions shall safeguard the right of nonassociation of  
6 employees based on bona fide religious tenets or teachings of a  
7 church or religious body of which such employee is a member. Such  
8 employee shall pay an amount of money equivalent to regular dues  
9 and fees to a nonreligious charity or to another charitable  
10 organization mutually agreed upon by the employee affected and the  
11 bargaining representative to which such employee would otherwise  
12 pay the dues and fees. The employee shall furnish written proof  
13 that such payment has been made. If the employee and the  
14 bargaining representative do not reach agreement on such matter,  
15 the commission shall designate the charitable organization.

16 **Sec. 7.** RCW 41.56.113 and 2006 c 54 s 3 are each amended to  
17 read as follows:

18 (1) Upon the written authorization of an individual provider or  
19 a family child care provider within the bargaining unit and after  
20 the certification or recognition of the bargaining unit's exclusive  
21 bargaining representative, the state as payor, but not as the  
22 employer, shall, subject to subsection (3) of this section, deduct  
23 from the payments to an individual provider or a family child care  
24 provider the monthly amount of dues as certified by the secretary  
25 of the exclusive bargaining representative and shall transmit the  
26 same to the treasurer of the exclusive bargaining representative.

27 (2) If the governor and the exclusive bargaining representative  
28 of a bargaining unit of individual providers or family child care  
29 providers enter into a collective bargaining agreement that:

30 (a) Includes a union security provision authorized in RCW  
31 41.56.122, the state as payor, but not as the employer, shall,  
32 subject to subsection (3) of this section, enforce the agreement by  
33 deducting from the payments to bargaining unit members the dues  
34 required for membership in the exclusive bargaining representative,  
35 or, for nonmembers thereof, ~~((a fee equivalent to the dues))~~ an  
36 agency shop fee. The amount of the funds collected under a union  
37 security provision shall not exceed a pro rata share of  
38 expenditures for purposes germane to the collective bargaining

1 process, contract administration, or for matters affecting wages,  
2 hours, and other conditions of employment. Determination of the  
3 share of the fee shall be documented for the nonmember using  
4 historical data; or

5 (b) Includes requirements for deductions of payments other than  
6 the deduction under (a) of this subsection, the state, as payor,  
7 but not as the employer, shall, subject to subsection (3) of this  
8 section, make such deductions upon written authorization of the  
9 individual provider or the family child care provider.

10 (3)(a) The initial additional costs to the state in making  
11 deductions from the payments to individual providers or family  
12 child care providers under this section shall be negotiated, agreed  
13 upon in advance, and reimbursed to the state by the exclusive  
14 bargaining representative.

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

30 (4) The governor and the exclusive bargaining representative of  
31 a bargaining unit of family child care providers may not enter into  
32 a collective bargaining agreement that contains a union security  
33 provision unless the agreement contains a process, to be  
34 administered by the exclusive bargaining representative of a  
35 bargaining unit of family child care providers, for hardship  
36 dispensation for license-exempt family child care providers who are  
37 also temporary assistance for needy families recipients or  
38 WorkFirst participants.

1           **Sec. 8.** RCW 41.56.122 and 1975 1st ex.s. c 296 s 22 are each  
2 amended to read as follows:

3           A collective bargaining agreement may:

4           (1) Contain union security provisions: PROVIDED, That nothing  
5 in this section shall authorize a closed shop provision: PROVIDED  
6 FURTHER, That agreements involving union security provisions must  
7 safeguard the right of nonassociation of public employees based on  
8 bona fide religious tenets or teachings of a church or religious  
9 body of which such public employee is a member. Such public  
10 employee shall pay an amount of money equivalent to regular union  
11 dues and initiation fee to a nonreligious charity or to another  
12 charitable organization mutually agreed upon by the public employee  
13 affected and the bargaining representative to which such public  
14 employee would otherwise pay the dues and initiation fee. The  
15 amount of the funds collected under a union security provision  
16 shall not exceed a pro rata share of expenditures for purposes  
17 germane to the collective bargaining process, contract  
18 administration, or for matters affecting wages, hours, and other  
19 conditions of employment. Determination of the share of the fee  
20 shall be documented for the nonmember using historical data. The  
21 public employee shall furnish written proof that such payment has  
22 been made. If the public employee and the bargaining  
23 representative do not reach agreement on such matter, the  
24 commission shall designate the charitable organization. When there  
25 is a conflict between any collective bargaining agreement reached  
26 by a public employer and a bargaining representative on a union  
27 security provision and any charter, ordinance, rule, or regulation  
28 adopted by the public employer or its agents, including but not  
29 limited to, a civil service commission, the terms of the collective  
30 bargaining agreement shall prevail.

31           (2) Provide for binding arbitration of a labor dispute arising  
32 from the application or the interpretation of the matters contained  
33 in a collective bargaining agreement."

34           Correct the title.

35           EFFECT: Assures that agency shop fees may not exceed a pro  
36 rata share of expenditures for purposes germane to the



1 collective bargaining process, to contract administration, or  
2 to pursuing matters affecting wages, hours, and other  
3 conditions of employment. Determination of the share of the  
4 fee shall be documented for the nonmember using historical  
5 data.

6  
7 If this is adopted, RCW 42.17.760 becomes moot for public  
8 employee labor organizations.