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SENATE BILL 6053

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State of Washington

63rd Legislature

2014 Regular Session

By Senators Honeyford, Rivers, and Braun

Read first time 01/15/14. Referred to Committee on Commerce & Labor.

1 AN ACT Relating to payment of representation fees in lieu of  
2 regular union dues and fees; and amending RCW 41.56.122, 41.76.045,  
3 41.59.100, 28B.52.045, 49.39.090, 47.64.160, 41.80.100, 41.59.100,  
4 41.56.113, and 49.66.010.

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

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

8 (1) A collective bargaining agreement may:

9 ~~((1))~~ (a) Contain union security provisions: PROVIDED, That  
10 nothing in this section shall authorize a closed shop provision:  
11 PROVIDED FURTHER, That agreements involving union security provisions  
12 must safeguard the right of nonassociation of public employees based on  
13 bona fide personal religious beliefs or the religious tenets or  
14 teachings of a church or religious body of which such public employee  
15 is a member. Such public employee shall pay an amount of money  
16 equivalent to ~~((regular union dues and initiation fee))~~ or by agreement  
17 less than the agency shop fee required by the union security agreement  
18 to a nonreligious charity or to another charitable organization  
19 mutually agreed upon by the public employee affected and the bargaining

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

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

15 (2) The amount of an agency shop fee required by a union security  
16 provision must be equivalent to or less than a pro rata share of  
17 estimated expenditures for purposes germane to the collective  
18 bargaining process, to contract administration, or to pursuing matters  
19 affecting wages, hours, and other conditions of employment based on the  
20 average of those expenditures over the preceding three years.

21 **Sec. 2.** RCW 41.76.045 and 2002 c 356 s 12 are each amended to read  
22 as follows:

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

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

1 security provision is agreed to, the employer shall enforce any such  
2 provision by deductions from the salary of bargaining unit faculty  
3 members affected thereby and shall transmit such funds to the employee  
4 organization or to the depository designated by the employee  
5 organization.

6 (b) The amount of an agency shop fee required by a union security  
7 provision must be equivalent to or less than a pro rata share of  
8 estimated 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 based on the  
11 average of those expenditures over the preceding three years.

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

27 **Sec. 3.** RCW 41.59.100 and 1975 1st ex.s. c 288 s 11 are each  
28 amended to read as follows:

29 (1) A collective bargaining agreement may include union security  
30 provisions including an agency shop, but not a union or closed shop.

31 (2) If an agency shop provision is agreed to, the employer shall  
32 enforce it by deducting from the salary payments to members of the  
33 bargaining unit the dues required of membership in the bargaining  
34 representative, or, for nonmembers thereof, a fee equivalent to such  
35 dues.

36 (3) The amount of an agency shop fee required by a union security  
37 provision shall be equivalent to or less than a pro rata share of

1 estimated expenditures for purposes germane to the collective  
2 bargaining process, to contract administration, or to pursuing matters  
3 affecting wages, hours, and other conditions of employment based on the  
4 average of those expenditures over the preceding three years.

5 (4) All union security provisions must safeguard the right of  
6 nonassociation of employees based on bona fide personally held  
7 religious beliefs or the religious tenets or teachings of a church or  
8 religious body of which such employee is a member. Such employee shall  
9 pay an amount of money equivalent to ~~((regular dues and fees))~~ or by  
10 agreement less than the agency shop fee to a nonreligious charity or to  
11 another charitable organization mutually agreed upon by the employee  
12 affected and the bargaining representative to which such employee would  
13 otherwise pay the dues and fees. The employee shall furnish written  
14 proof that such payment has been made. If the employee and the  
15 bargaining representative do not reach agreement on such matter, the  
16 commission shall designate the charitable organization.

17 **Sec. 4.** 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))~~ may be ~~((irrevocable for a period of more~~  
27 ~~than one year))~~ revoked at any time. Such dues and fees shall be  
28 deducted from the pay of all employees who have given authorization for  
29 such deduction, and shall be transmitted by the employer to the  
30 employee organization or to the depository designated by the employee  
31 organization.

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 employees  
36 affected thereby and shall transmit such funds to the employee

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

3 (3) The amount of an agency shop fee required by a union security  
4 provision shall be equivalent to or less than a pro rata share of  
5 estimated expenditures for purposes germane to the collective  
6 bargaining process, to contract administration, or to pursuing matters  
7 affecting wages, hours, and other conditions of employment based on the  
8 average of those expenditures over the preceding three years.

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

24 **Sec. 5.** RCW 49.39.090 and 2010 c 6 s 10 are each amended to read  
25 as follows:

26 A collective bargaining agreement may:

27 (1) Contain union security provisions. However, nothing in this  
28 section authorizes a closed shop provision. The amount of an agency  
29 shop fee required by a union security provision shall be equivalent to  
30 or less than a pro rata share of estimated expenditures for purposes  
31 germane to the collective bargaining process, to contract  
32 administration, or to pursuing matters affecting wages, hours, and  
33 other conditions of employment based on the average of those  
34 expenditures over the preceding three years. Agreements involving  
35 union security provisions must safeguard the right of nonassociation of  
36 employees based on bona fide personally held religious beliefs or the  
37 religious tenets or teachings of a church or religious body of which

1 the symphony musician is a member. The symphony musician must pay an  
2 amount of money equivalent to (~~regular union dues and initiation fee~~  
3 ~~to a nonreligious charity~~) or by agreement less than the agency shop  
4 fee to another charitable organization mutually agreed upon by the  
5 symphony musician affected and the bargaining representative to which  
6 the symphony musician would otherwise pay the (~~dues and initiation~~)  
7 fee. The symphony musician must furnish written proof that the payment  
8 has been made. If the symphony musician and the bargaining  
9 representative do not reach agreement on this matter, the commission  
10 must designate the charitable organization;

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

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

16 A collective bargaining agreement may include union security  
17 provisions including an agency shop, but not a union or closed shop.  
18 If an agency shop provision is agreed to, the employer shall enforce it  
19 by deducting from the salary payments to members of the bargaining unit  
20 the dues required of membership in the bargaining representative, or,  
21 for nonmembers thereof, a fee equivalent to (~~such dues~~) or less than  
22 a pro rata share of estimated expenditures for purposes germane to the  
23 collective bargaining process, to contract administration, or to  
24 pursuing matters affecting wages, hours, and other conditions of  
25 employment based on the average of those expenditures over the  
26 preceding three years. All union security provisions shall safeguard  
27 the right of nonassociation of employees based on bona fide personally  
28 held religious beliefs or the religious tenets or teachings of a church  
29 or religious body of which such employee is a member. Such employee  
30 shall pay an amount of money equivalent to (~~regular dues and fees~~) or  
31 by agreement less than the agency shop fee to a nonreligious charity or  
32 to another charitable organization mutually agreed upon by the employee  
33 affected and the bargaining representative to which such employee would  
34 otherwise pay the (~~dues and fees~~) fee. The employee shall furnish  
35 written proof that such payment has been made. If the employee and the  
36 bargaining representative do not reach agreement on such matter, the  
37 commission shall designate the charitable organization.

1           **Sec. 7.** RCW 41.80.100 and 2002 c 354 s 311 are each amended to  
2 read as follows:

3           (1) A collective bargaining agreement may contain a union security  
4 provision requiring as a condition of employment the payment, no later  
5 than the thirtieth day following the beginning of employment or July 1,  
6 2004, whichever is later, of an agency shop fee to the employee  
7 organization that is the exclusive bargaining representative for the  
8 bargaining unit in which the employee is employed. The amount of the  
9 fee shall be equal to ~~((the amount required to become a member in good  
10 standing of the employee organization. Each employee organization  
11 shall establish a procedure by which any employee so requesting may pay  
12 a representation fee no greater than the part of the membership fee  
13 that represents a pro rata share of expenditures for purposes germane  
14 to the collective bargaining process, to contract administration, or to  
15 pursuing matters affecting wages, hours, and other conditions of  
16 employment))~~ or less than a pro rata share of estimated expenditures  
17 for purposes germane to the collective bargaining process, to contract  
18 administration, or to pursuing matters affecting wages, hours, and  
19 other conditions of employment based on the average of those  
20 expenditures over the preceding three years.

21           (2) An employee who is covered by a union security provision and  
22 who asserts a right of nonassociation based on bona fide personally  
23 held religious beliefs or the religious tenets~~(( $\tau$ ))~~ or teachings of a  
24 church or religious body of which the employee is a member~~(( $\tau$ ))~~  
25 shall~~(( $\tau$ , as a condition of employment, make payments to the employee  
26 organization, for purposes within the program of the employee  
27 organization as designated by the employee that would be in harmony  
28 with his or her individual conscience. The amount of the payments  
29 shall be equal to the periodic dues and fees uniformly required as a  
30 condition of acquiring or retaining membership in the employee  
31 organization minus any included monthly premiums for insurance programs  
32 sponsored by the employee organization. The employee shall not be a  
33 member of the employee organization but is entitled to all the  
34 representation rights of a member of the employee organization))~~ pay an  
35 amount of money equivalent or by agreement less than the agency shop  
36 fee to a nonreligious charity or to another charitable organization  
37 mutually agreed upon by the employee affected and the bargaining  
38 representative to which the employee would otherwise pay the fee.

1 (3) Upon filing with the employer the written authorization of a  
2 bargaining unit employee under this chapter, the employee organization  
3 that is the exclusive bargaining representative of the bargaining unit  
4 shall have the exclusive right to have deducted from the salary of the  
5 employee an amount equal to the ~~((fees and dues uniformly required as  
6 a condition of acquiring or retaining membership in the employee  
7 organization))~~ fee. The ~~((fees and dues))~~ fee shall be deducted each  
8 pay period from the pay of all employees who have given authorization  
9 for the deduction and shall be transmitted by the employer as provided  
10 for by agreement between the employer and the employee organization.

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

14 **Sec. 8.** RCW 41.59.100 and 1975 1st ex.s. c 288 s 11 are each  
15 amended to read as follows:

16 A collective bargaining agreement may include union security  
17 provisions including an agency shop, but not a union or closed shop.  
18 If an agency shop provision is agreed to, the employer shall enforce it  
19 by deducting from the salary payments to members of the bargaining unit  
20 the dues required of membership in the bargaining representative, or,  
21 for nonmembers thereof, a fee equivalent to ~~((such dues))~~ or less than  
22 a pro rata share of estimated expenditures for purposes germane to the  
23 collective bargaining process, to contract administration, or to  
24 pursuing matters affecting wages, hours, and other conditions of  
25 employment based on the average of those expenditures over the  
26 preceding three years. All union security provisions must safeguard  
27 the right of nonassociation of employees based on bona fide personally  
28 held religious beliefs or the religious tenets or teachings of a church  
29 or religious body of which such employee is a member. Such employee  
30 shall pay an amount of money equivalent to ~~((regular dues and fees))~~ or  
31 by agreement less than the agency shop fee to a nonreligious charity or  
32 to another charitable organization mutually agreed upon by the employee  
33 affected and the bargaining representative to which such employee would  
34 otherwise pay the ~~((dues and fees))~~ fee. The employee shall furnish  
35 written proof that such payment has been made. If the employee and the  
36 bargaining representative do not reach agreement on such matter, the  
37 commission shall designate the charitable organization.



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

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

5       (a) Upon the written authorization of an individual provider, a  
6 family child care provider, an adult family home provider, or a  
7 language access provider within the bargaining unit and after the  
8 certification or recognition of the bargaining unit's exclusive  
9 bargaining representative, the state as payor, but not as the employer,  
10 shall, subject to (c) of this subsection, deduct from the payments to  
11 an individual provider, a family child care provider, an adult family  
12 home provider, or a language access provider the monthly amount of dues  
13 as certified by the secretary of the exclusive bargaining  
14 representative and shall transmit the same to the treasurer of the  
15 exclusive bargaining representative.

16       (b) If the governor and the exclusive bargaining representative of  
17 a bargaining unit of individual providers, family child care providers,  
18 adult family home providers, or language access providers enter into a  
19 collective bargaining agreement that:

20       (i) Includes a union security provision authorized in RCW  
21 41.56.122, the state as payor, but not as the employer, shall, subject  
22 to (c) of this subsection, enforce the agreement by deducting from the  
23 payments to bargaining unit members the dues required for membership in  
24 the exclusive bargaining representative, or, for nonmembers thereof, a  
25 fee equivalent to ~~((the dues))~~ or less than a pro rata share of  
26 estimated expenditures for purposes germane to the collective  
27 bargaining process, to contract administration, or to pursuing matters  
28 affecting wages, hours, and other conditions of employment based on the  
29 average of those expenditures over the preceding three years; or

30       (ii) Includes requirements for deductions of payments other than  
31 the deduction under ~~((a))~~ (b)(i) of this subsection, the state, as  
32 payor, but not as the employer, shall, subject to (c) of this  
33 subsection, make such deductions upon written authorization of the  
34 individual provider, family child care provider, adult family home  
35 provider, or language access provider.

36       (c)(i) The initial additional costs to the state in making  
37 deductions from the payments to individual providers, family child care

1 providers, adult family home providers, and language access providers  
2 under this section shall be negotiated, agreed upon in advance, and  
3 reimbursed to the state by the exclusive bargaining representative.

4 (ii) The allocation of ongoing additional costs to the state in  
5 making deductions from the payments to individual providers, family  
6 child care providers, adult family home providers, or language access  
7 providers under this section shall be an appropriate subject of  
8 collective bargaining between the exclusive bargaining representative  
9 and the governor unless prohibited by another statute. If no  
10 collective bargaining agreement containing a provision allocating the  
11 ongoing additional cost is entered into between the exclusive  
12 bargaining representative and the governor, or if the legislature does  
13 not approve funding for the collective bargaining agreement as provided  
14 in RCW 74.39A.300, 41.56.028, 41.56.029, or 41.56.510, as applicable,  
15 the ongoing additional costs to the state in making deductions from the  
16 payments to individual providers, family child care providers, adult  
17 family home providers, or language access providers under this section  
18 shall be negotiated, agreed upon in advance, and reimbursed to the  
19 state by the exclusive bargaining representative.

20 (d) The governor and the exclusive bargaining representative of a  
21 bargaining unit of family child care providers may not enter into a  
22 collective bargaining agreement that contains a union security  
23 provision unless the agreement contains a process, to be administered  
24 by the exclusive bargaining representative of a bargaining unit of  
25 family child care providers, for hardship dispensation for license-  
26 exempt family child care providers who are also temporary assistance  
27 for needy families recipients or WorkFirst participants.

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

30 (a) Upon the written authorization of a language access provider  
31 within the bargaining unit and after the certification or recognition  
32 of the bargaining unit's exclusive bargaining representative, the state  
33 shall require through its contracts with third parties that:

34 (i) The monthly amount of dues as certified by the secretary of the  
35 exclusive bargaining representative be deducted from the payments to  
36 the language access provider and transmitted to the treasurer of the  
37 exclusive bargaining representative; and

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

3 (b) If the governor and the exclusive bargaining representative of  
4 the bargaining unit of language access providers enter into a  
5 collective bargaining agreement that includes a union security  
6 provision authorized in RCW 41.56.122, the state shall enforce the  
7 agreement by requiring through its contracts with third parties that:

8 (i) The monthly amount of dues required for membership in the  
9 exclusive bargaining representative as certified by the secretary of  
10 the exclusive bargaining representative, or, for nonmembers thereof, a  
11 fee equivalent to ~~((the dues))~~ or less than a pro rata share of  
12 estimated expenditures for purposes germane to the collective  
13 bargaining process, to contract administration, or to pursuing matters  
14 affecting wages, hours, and other conditions of employment based on the  
15 average of those expenditures over the preceding three years, be  
16 deducted from the payments to the language access provider and  
17 transmitted to the treasurer of the exclusive bargaining  
18 representative; and

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

21 **Sec. 10.** RCW 49.66.010 and 1973 2nd ex.s. c 3 s 1 are each amended  
22 to read as follows:

23 It is the public policy of the state to expedite the settlement of  
24 labor disputes arising in connection with health care activities, in  
25 order that there may be no lessening, however temporary, in the quality  
26 of the care given to patients. It is the legislative purpose by this  
27 chapter to promote collective bargaining between health care activities  
28 and their employees, to protect the right of employees of health care  
29 activities to organize and select collective bargaining units of their  
30 own choosing.

31 It is further determined that any agreements involving union  
32 security including an all-union agreement or agency agreement must  
33 safeguard the rights of nonassociation of employees, based on bona fide  
34 personally held religious beliefs or the religious tenets or teachings  
35 of a church or religious body of which such employee is a member. Such  
36 employee must pay an amount of money equivalent to ~~((regular union dues~~  
37 ~~and initiation fees and assessments, if any,))~~ or by agreement less

1 than the agency shop fee to a nonreligious charity or to another  
2 charitable organization mutually agreed upon by the employee affected  
3 and the representative of the labor organization to which such employee  
4 would otherwise pay ((dues)) the fee. The employee shall furnish  
5 written proof that this has been done. If the employee and  
6 representative of the labor organization do not reach agreement on the  
7 matter, the department shall designate such organization.

8 The amount of an agency shop fee required by a union security  
9 provision shall be equivalent to or less than a pro rata share of  
10 estimated expenditures for purposes germane to the collective  
11 bargaining process, to contract administration, or to pursuing matters  
12 affecting wages, hours, and other conditions of employment based on the  
13 average of those expenditures over the preceding three years.

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