

HB 2751 - S AMD 788
By Senator Braun

NOT ADOPTED 02/28/2018

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

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

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

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

25 ~~(3)) (b) Upon written authorization of an employee within the~~
26 ~~bargaining unit and after the certification or recognition of the~~
27 ~~bargaining unit's exclusive bargaining representative, the employer~~
28 ~~must deduct from the payments to the employee the monthly amount of~~
29 ~~dues as certified by the secretary of the exclusive bargaining~~
30 ~~representative and must transmit the same to the treasurer of the~~
31 ~~exclusive bargaining representative.~~

1 (c) If the employer and the exclusive bargaining representative
2 of a bargaining unit enter into a collective bargaining agreement
3 that:

4 (i) Includes a union security provision authorized under (a) of
5 this subsection, the employer must enforce the agreement by deducting
6 from the payments to bargaining unit members the dues required for
7 membership in the exclusive bargaining representative, or, for
8 nonmembers thereof, a fee equivalent to the dues; or

9 (ii) Includes requirements for deductions of payments other than
10 the deduction under (c)(i) of this subsection, the employer must make
11 such deductions upon written authorization of the employee.

12 (d) The employer shall be held harmless for any damages arising
13 from the deduction of dues or fees from an employee's pay subject to
14 a union security clause under (c)(i) of this subsection if such
15 deduction is found to violate any rights of the employee guaranteed
16 under state or federal law. However, this subsection (d) does not
17 apply to the exclusive bargaining representative.

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

31 **Sec. 2.** RCW 41.56.110 and 1973 c 59 s 1 are each amended to read
32 as follows:

33 (1) Upon the written authorization of ((any public)) an employee
34 within the bargaining unit and after the certification or recognition
35 of ((such)) the bargaining unit's exclusive bargaining
36 representative, the ((public)) employer shall deduct from the ((pay
37 of such public)) payments to the employee the monthly amount of dues
38 as certified by the secretary of the exclusive bargaining

1 representative and shall transmit the same to the treasurer of the
2 exclusive bargaining representative.

3 (2)(a) If the employer and the exclusive bargaining
4 representative of a bargaining unit enter into a collective
5 bargaining agreement that:

6 (i) Includes a union security provision authorized under RCW
7 41.56.122, the employer must enforce the agreement by deducting from
8 the payments to bargaining unit members the dues required for
9 membership in the exclusive bargaining representative, or, for
10 nonmembers thereof, a fee equivalent to the dues; or

11 (ii) Includes requirements for deductions of payments other than
12 the deduction under (a) of this subsection, the employer must make
13 such deductions upon written authorization of the employee.

14 (b) The employer shall be held harmless for any damages arising
15 from the deduction of dues or fees from an employee's pay subject to
16 a union security clause under (a) of this subsection if such
17 deduction is found to violate any rights of the employee guaranteed
18 under state or federal law. However, this subsection (b) does not
19 apply to the exclusive bargaining representative.

20 **Sec. 3.** RCW 41.59.060 and 1975 1st ex.s. c 288 s 7 are each
21 amended to read as follows:

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

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

1 ~~41.59.100, except as provided in that section, the agency fee equal~~
2 ~~to the fees and dues required of membership in the exclusive~~
3 ~~bargaining representative shall be deducted from the salary of~~
4 ~~employees in the bargaining unit.)) (a) Upon written authorization of~~
5 ~~an employee within the bargaining unit and after the certification or~~
6 ~~recognition of the bargaining unit's exclusive bargaining~~
7 ~~representative, the employer must deduct from the payments to the~~
8 ~~employee the monthly amount of dues as certified by the secretary of~~
9 ~~the exclusive bargaining representative and must transmit the same to~~
10 ~~the treasurer of the exclusive bargaining representative.~~

11 (b) If the employer and the exclusive bargaining representative
12 of a bargaining unit enter into a collective bargaining agreement
13 that:

14 (i) Includes a union security provision authorized under RCW
15 41.59.100, the employer must enforce the agreement by deducting from
16 the payments to bargaining unit members the dues required for
17 membership in the exclusive bargaining representative, or, for
18 nonmembers thereof, a fee equivalent to the dues; or

19 (ii) Includes requirements for deductions of payments other than
20 the deduction under (b)(i) of this subsection, the employer must make
21 such deductions upon written authorization of the employee.

22 (c) The employer shall be held harmless for any damages arising
23 from the deduction of dues or fees from an employee's pay subject to
24 a union security clause under (b)(i) of this subsection if such
25 deduction is found to violate any rights of the employee guaranteed
26 under state or federal law. However, this subsection (c) does not
27 apply to the exclusive bargaining representative.

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

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

1 authorization for such deduction, and shall be transmitted by the
2 employer to the employee organization or to the depository designated
3 by the employee organization.

4 ~~(2))~~ (a) A collective bargaining agreement may include union
5 security provisions, but not a closed shop. ~~((If an agency shop or~~
6 ~~other union security provision is agreed to, the employer shall~~
7 ~~enforce any such provision by deductions from the salary of~~
8 ~~bargaining unit faculty members affected thereby and shall transmit~~
9 ~~such funds to the employee organization or to the depository~~
10 ~~designated by the employee organization.~~

11 ~~(3))~~ (b) Upon written authorization of an employee within the
12 bargaining unit and after the certification or recognition of the
13 bargaining unit's exclusive bargaining representative, the employer
14 must deduct from the payments to the employee the monthly amount of
15 dues as certified by the secretary of the exclusive bargaining
16 representative and must transmit the same to the treasurer of the
17 exclusive bargaining representative.

18 (c) If the employer and the exclusive bargaining representative
19 of a bargaining unit enter into a collective bargaining agreement
20 that:

21 (i) Includes a union security provision authorized under (a) of
22 this subsection, the employer must enforce the agreement by deducting
23 from the payments to bargaining unit members the dues required for
24 membership in the exclusive bargaining representative, or, for
25 nonmembers thereof, a fee equivalent to the dues; or

26 (ii) Includes requirements for deductions of payments other than
27 the deduction under (c)(i) of this subsection, the employer must make
28 such deductions upon written authorization of the employee.

29 (d) The employer shall be held harmless for any damages arising
30 from the deduction of dues or fees from an employee's pay subject to
31 a union security clause under (c)(i) of this subsection if such
32 deduction is found to violate any rights of the employee guaranteed
33 under state or federal law. However, this subsection (d) does not
34 apply to the exclusive bargaining representative.

35 (2) A faculty member who is covered by a union security provision
36 and who asserts a right of nonassociation based on bona fide
37 religious tenets or teachings of a church or religious body of which
38 such faculty member is a member shall pay to a nonreligious charity
39 or other charitable organization an amount of money equivalent to the
40 periodic dues and initiation fees uniformly required as a condition

1 of acquiring or retaining membership in the exclusive bargaining
2 representative. The charity shall be agreed upon by the faculty
3 member and the employee organization to which such faculty member
4 would otherwise pay the dues and fees. The faculty member shall
5 furnish written proof that such payments have been made. If the
6 faculty member and the employee organization do not reach agreement
7 on such matter, the dispute shall be submitted to the commission for
8 determination.

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

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

25 (2) An employee who is covered by a union security provision and
26 who asserts a right of nonassociation based on bona fide religious
27 tenets, or teachings of a church or religious body of which the
28 employee is a member, shall, as a condition of employment, make
29 payments to the employee organization, for purposes within the
30 program of the employee organization as designated by the employee
31 that would be in harmony with his or her individual conscience. The
32 amount of the payments shall be equal to the periodic dues and fees
33 uniformly required as a condition of acquiring or retaining
34 membership in the employee organization minus any included monthly
35 premiums for insurance programs sponsored by the employee
36 organization. The employee shall not be a member of the employee
37 organization but is entitled to all the representation rights of a
38 member of the employee organization.

1 (3) (~~Upon filing with the employer the written authorization of~~
2 ~~a bargaining unit employee under this chapter, the employee~~
3 ~~organization that is the exclusive bargaining representative of the~~
4 ~~bargaining unit shall have the exclusive right to have deducted from~~
5 ~~the salary of the employee an amount equal to the fees and dues~~
6 ~~uniformly required as a condition of acquiring or retaining~~
7 ~~membership in the employee organization. The fees and dues shall be~~
8 ~~deducted each pay period from the pay of all employees who have given~~
9 ~~authorization for the deduction and shall be transmitted by the~~
10 ~~employer as provided for by agreement between the employer and the~~
11 ~~employee organization.)) (a) Upon written authorization of an
12 employee within the bargaining unit and after the certification or
13 recognition of the bargaining unit's exclusive bargaining
14 representative, the employer must deduct from the payments to the
15 employee the monthly amount of dues as certified by the secretary of
16 the exclusive bargaining representative and must transmit the same to
17 the treasurer of the exclusive bargaining representative.~~

18 (b) If the employer and the exclusive bargaining representative
19 of a bargaining unit enter into a collective bargaining agreement
20 that:

21 (i) Includes a union security provision authorized under
22 subsection (1) of this section, the employer must enforce the
23 agreement by deducting from the payments to bargaining unit members
24 the dues required for membership in the exclusive bargaining
25 representative, or, for nonmembers thereof, a fee equivalent to the
26 dues; or

27 (ii) Includes requirements for deductions of payments other than
28 the deduction under (b)(i) of this subsection, the employer must make
29 such deductions upon written authorization of the employee.

30 (c) The employer shall be held harmless for any damages arising
31 from the deduction of dues or fees from an employee's pay subject to
32 a union security clause under (b)(i) of this subsection if such
33 deduction is found to violate any rights of the employee guaranteed
34 under state or federal law. However, this subsection (c) does not
35 apply to the exclusive bargaining representative.

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

1 **Sec. 6.** RCW 49.39.080 and 2010 c 6 s 9 are each amended to read
2 as follows:

3 (1) Upon the written authorization of ((any symphony musician))
4 an employee within the bargaining unit and after the certification or
5 recognition of the bargaining unit's exclusive bargaining
6 representative, the employer must deduct from the ((pay of the
7 symphony musician)) payments to the employee the monthly amount of
8 dues as certified by the secretary of the exclusive bargaining
9 representative and must transmit the ((dues)) same to the treasurer
10 of the exclusive bargaining representative.

11 (2)(a) If the employer and the exclusive bargaining
12 representative of a bargaining unit enter into a collective
13 bargaining agreement that:

14 (i) Includes a union security provision authorized under RCW
15 49.39.090, the employer must enforce the agreement by deducting from
16 the payments to bargaining unit members the dues required for
17 membership in the exclusive bargaining representative, or, for
18 nonmembers thereof, a fee equivalent to the dues; or

19 (ii) Includes requirements for deductions of payments other than
20 the deduction under (a) of this subsection, the employer must make
21 such deductions upon written authorization of the employee.

22 (b) The employer shall be held harmless for any damages arising
23 from the deduction of dues or fees from an employee's pay subject to
24 a union security clause under (a) of this subsection if such
25 deduction is found to violate any rights of the employee guaranteed
26 under state or federal law. However, this subsection (b) does not
27 apply to the exclusive bargaining representative.

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

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

37 (2)(a) Upon written authorization of an employee within the
38 bargaining unit and after the certification or recognition of the
39 bargaining unit's exclusive bargaining representative, the employer

1 must deduct from the payments to the employee the monthly amount of
2 dues as certified by the secretary of the exclusive bargaining
3 representative and must transmit the same to the treasurer of the
4 exclusive bargaining representative.

5 (b) If the employer and the exclusive bargaining representative
6 of a bargaining unit enter into a collective bargaining agreement
7 that:

8 (i) Includes a union security provision authorized under
9 subsection (1) of this section, the employer must enforce the
10 agreement by deducting from the payments to bargaining unit members
11 the dues required for membership in the exclusive bargaining
12 representative, or, for nonmembers thereof, a fee equivalent to the
13 dues; or

14 (ii) Includes requirements for deductions of payments other than
15 the deduction under (b)(i) of this subsection, the employer must make
16 such deductions upon written authorization of the employee.

17 (c) The employer shall be held harmless for any damages arising
18 from the deduction of dues or fees from an employee's pay subject to
19 a union security clause under (b)(i) of this subsection if such
20 deduction is found to violate any rights of the employee guaranteed
21 under state or federal law. However, this subsection (c) does not
22 apply to the exclusive bargaining representative.

23 (3) All union security provisions shall safeguard the right of
24 nonassociation of employees based on bona fide religious tenets or
25 teachings of a church or religious body of which such employee is a
26 member. Such employee shall pay an amount of money equivalent to
27 regular dues and fees to a nonreligious charity or to another
28 charitable organization mutually agreed upon by the employee affected
29 and the bargaining representative to which such employee would
30 otherwise pay the dues and fees. The employee shall furnish written
31 proof that such payment has been made. If the employee and the
32 bargaining representative do not reach agreement on such matter, the
33 commission shall designate the charitable organization."

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1 On page 1, line 1 of the title, after "fees;" strike the
2 remainder of the title and insert "and amending RCW 28B.52.045,
3 41.56.110, 41.59.060, 41.76.045, 41.80.100, 49.39.080, and
4 47.64.160."

EFFECT: Holds an employer harmless for any damages arising from the deduction of dues or fees from an employee's pay without written authorization subject to a union security clause if such a deduction is found to violate any rights guaranteed under state or federal law. Provides that an exclusive bargaining representative is not held harmless.

--- END ---