

HB 2751 - S AMD 793  
By Senator Braun

WITHDRAWN 02/28/2018

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

3 "NEW SECTION. **Sec. 1.** A new section is added to chapter 49.36  
4 RCW to read as follows:

5 In accordance with section 14(b) of the labor management  
6 relations act of 1947:

7 (1) No person may be required to become or remain a member of a  
8 labor organization as a condition of employment, nor may any person  
9 be required to pay any dues, fees, assessments, or other charges to a  
10 labor organization as a condition of employment.

11 (2) No person, employer, labor organization, or contract may  
12 limit or restrict an employee's right to join or resign membership in  
13 a labor organization at any time.

14 (3) No employer may deduct dues, fees, assessments, or other  
15 charges from the pay of an employee on behalf of a labor organization  
16 without the voluntary, written authorization of the employee. No such  
17 employee authorization may be irrevocable for a period of more than  
18 one year.

19 (4) Nothing in this section prevents a labor organization from  
20 negotiating a contract with an employer that applies only to those  
21 employees who elect to become members of the labor organization, to  
22 the extent permitted by federal law.

23 (5) It is unlawful for any person, labor organization, or  
24 officer, agent, or member thereof, or employer, or officer thereof,  
25 by any threatened or actual intimidation of an employee or  
26 prospective employee, or an employee's or prospective employee's  
27 parents, spouse, children, grandchildren, or any other persons  
28 residing in the employee's or prospective employee's home, or by any  
29 damage or threatened damage to an employee's or prospective  
30 employee's property, to compel or attempt to compel such employee to  
31 join, affiliate with, or financially support a labor organization or

1 to refrain from doing so or otherwise forfeit any rights as  
2 guaranteed by the provisions of this section.

3 (6) A person who violates this section is liable to a person who  
4 suffers from that violation for all resulting damages.

5 (7)(a) The attorney general or a prosecuting attorney may bring  
6 an action in superior court to enjoin a violation of this section.

7 (b) The superior courts shall grant injunctive relief when a  
8 violation of this section is made apparent.

9 (8) Not later than the second day after the receipt of notice of  
10 institution of an action under this section, a party to the action  
11 may apply to the presiding judge of the superior court in the county  
12 within which the action is brought. The presiding judge shall  
13 immediately assign a superior court judge from within the county who  
14 shall hear all proceedings in the action.

15 (9) Any agreement, understanding, or practice, written or oral,  
16 implied or expressed, between any labor organization and employer  
17 that violates the provisions of this section is void and  
18 unenforceable.

19 (10) This section does not apply to employers, employees, or  
20 labor organizations governed by chapter 28B.52, 41.56, 41.59, 41.76,  
21 41.80, 47.64, 49.39, 49.66, or 53.18 RCW.

22 (11) Nothing contained in this section may be construed to alter  
23 any existing collective bargaining unit or the provisions of any  
24 existing contract or collective bargaining agreement. This section  
25 applies to all contracts entered into after the effective date of  
26 this section and shall apply to any renewal or extension of any  
27 existing contract or collective bargaining agreement.

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

30 (1) Only upon filing with the employer the voluntary written  
31 authorization of a bargaining unit employee under this chapter, the  
32 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 employee the periodic  
35 dues and initiation fees uniformly required as a condition of  
36 acquiring or retaining membership in the exclusive bargaining  
37 representative. ~~((Such employee authorization shall not be  
38 irrevocable for a period of more than one year.))~~ Such dues and fees  
39 shall be deducted from the pay of all employees 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. An employee may revoke his or her  
4 authorization for such deductions at any time by notifying the  
5 employer or exclusive bargaining representative in writing.

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

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

26 (3) No employee may be required to become or remain a member of  
27 an employee organization as a condition of employment, nor may any  
28 employee be required to pay any dues, fees, assessments, or other  
29 charges to an employee organization as a condition of employment.

30 (4) It is unlawful for any person, employee organization, or  
31 officer, agent, or member thereof, or employer, or officer thereof,  
32 by any threatened or actual intimidation of an employee or  
33 prospective employee, or an employee's or prospective employee's  
34 parents, spouse, children, grandchildren, or any other persons  
35 residing in the employee's or prospective employee's home, or by any  
36 damage or threatened damage to an employee's or prospective  
37 employee's property, to compel or attempt to compel such employee to  
38 join, affiliate with, or financially support an employee organization  
39 or to refrain from doing so or otherwise forfeit any rights as  
40 guaranteed by this section.

1 (5) A person who violates the rights of employees in this section  
2 is liable to a person who suffers from that violation for all  
3 resulting damages.

4 (6)(a) The attorney general or a prosecuting attorney may bring  
5 an action in superior court to enjoin a violation of this section.

6 (b) The superior courts shall grant injunctive relief when a  
7 violation of this section is made apparent.

8 (7) Not later than the second day after the receipt of notice of  
9 institution of an action under this section, a party to the action  
10 may apply to the presiding judge of the superior court in the county  
11 within which the action is brought. The presiding judge shall  
12 immediately assign a superior court judge from within the county who  
13 shall hear all proceedings in the action.

14 (8) Any agreement, understanding, or practice, written or oral,  
15 implied or expressed, between any employee organization and employer  
16 that violates this section is void and unenforceable.

17 **Sec. 3.** RCW 41.56.110 and 1973 c 59 s 1 are each amended to read  
18 as follows:

19 Only upon the written authorization of any public employee within  
20 the bargaining unit and after the certification or recognition of  
21 such bargaining representative, the public employer shall deduct from  
22 the pay of such public employee the monthly amount of dues as  
23 certified by the secretary of the exclusive bargaining representative  
24 and shall transmit the same to the treasurer of the exclusive  
25 bargaining representative. An employee may revoke his or her  
26 authorization for such deductions at any time by notifying the public  
27 employer or exclusive bargaining representative in writing.

28 **Sec. 4.** RCW 41.56.113 and 2010 c 296 s 4 are each amended to  
29 read as follows:

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

32 (a) Only upon the written authorization of an individual  
33 provider, a family child care provider, an adult family home  
34 provider, or a language access provider within the bargaining unit  
35 and after the certification or recognition of the bargaining unit's  
36 exclusive bargaining representative, the state as payor, but not as  
37 the employer, shall, subject to (c) of this subsection, deduct from  
38 the payments to an individual provider, a family child care provider,

1 an adult family home provider, or a language access provider the  
2 monthly amount of dues as certified by the secretary of the exclusive  
3 bargaining representative and shall transmit the same to the  
4 treasurer of the exclusive bargaining representative. An individual  
5 provider, family child care provider, adult family home provider, or  
6 language access provider may revoke its authorization for such  
7 deductions at any time by notifying the public employer or exclusive  
8 bargaining representative in writing.

9 (b) If the governor and the exclusive bargaining representative  
10 of a bargaining unit of individual providers, family child care  
11 providers, adult family home providers, or language access providers  
12 enter into a collective bargaining agreement that((+)

13 ~~(i) Includes a union security provision authorized in RCW~~  
14 ~~41.56.122, the state as payor, but not as the employer, shall,~~  
15 ~~subject to (c) of this subsection, enforce the agreement by deducting~~  
16 ~~from 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))~~ permits deductions of payments  
20 other than the deduction under (a)((+i)) of this subsection, the  
21 state, as payor, but not as the employer, shall, subject to (c) of  
22 this subsection, make such deductions only upon written authorization  
23 of the individual provider, family child care provider, adult family  
24 home provider, or language access provider. An individual provider,  
25 family child care provider, adult family home provider, or language  
26 access provider may revoke its authorization for such deductions at  
27 any time by notifying the public employer or exclusive bargaining  
28 representative in writing.

29 (c)(i) The initial additional costs to the state in making  
30 deductions from the payments to individual providers, family child  
31 care providers, adult family home providers, and language access  
32 providers under this section shall be negotiated, agreed upon in  
33 advance, and reimbursed to the state by the exclusive bargaining  
34 representative.

35 (ii) The allocation of ongoing additional costs to the state in  
36 making deductions from the payments to individual providers, family  
37 child care providers, adult family home providers, or language access  
38 providers under this section shall be an appropriate subject of  
39 collective bargaining between the exclusive bargaining representative  
40 and the governor unless prohibited by another statute. If no

1 collective bargaining agreement containing a provision allocating the  
2 ongoing additional cost is entered into between the exclusive  
3 bargaining representative and the governor, or if the legislature  
4 does not approve funding for the collective bargaining agreement as  
5 provided in RCW 74.39A.300, 41.56.028, 41.56.029, or 41.56.510, as  
6 applicable, the ongoing additional costs to the state in making  
7 deductions from the payments to individual providers, family child  
8 care providers, adult family home providers, or language access  
9 providers under this section shall be negotiated, agreed upon in  
10 advance, and reimbursed to the state by the exclusive bargaining  
11 representative.

12 ~~((d) The governor and the exclusive bargaining representative of  
13 a bargaining unit of family child care providers may not enter into a  
14 collective bargaining agreement that contains a union security  
15 provision unless the agreement contains a process, to be administered  
16 by the exclusive bargaining representative of a bargaining unit of  
17 family child care providers, for hardship dispensation for license-  
18 exempt family child care providers who are also temporary assistance  
19 for needy families recipients or WorkFirst participants.))~~

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

22 ~~((a))~~ Only upon the written authorization of a language access  
23 provider within the bargaining unit and after the certification or  
24 recognition of the bargaining unit's exclusive bargaining  
25 representative, the state shall require through its contracts with  
26 third parties that:

27 ~~((i))~~ (a) The monthly amount of dues as certified by the  
28 secretary of the exclusive bargaining representative be deducted from  
29 the payments to the language access provider and transmitted to the  
30 treasurer of the exclusive bargaining representative; ~~((and~~

31 ~~((ii))~~ (b) A record showing that dues have been deducted as  
32 specified in (a)~~((i))~~ of this subsection be provided to the  
33 state~~((.~~

34 ~~(b) If the governor and the exclusive bargaining representative  
35 of the bargaining unit of language access providers enter into a  
36 collective bargaining agreement that includes a union security  
37 provision authorized in RCW 41.56.122, the state shall enforce the  
38 agreement by requiring through its contracts with third parties that:~~

39 ~~(i) The monthly amount of dues required for membership in the  
40 exclusive bargaining representative as certified by the secretary of~~

1 the exclusive bargaining representative, or, for nonmembers thereof,  
2 a fee equivalent to the dues, be deducted from the payments to the  
3 language access provider and transmitted to the treasurer of the  
4 exclusive bargaining representative; and

5 (ii) ~~A record showing that dues or fees have been deducted as~~  
6 ~~specified in (a)(i) of this subsection be provided to the state.)~~);  
7 and

8 (c) A language access provider may revoke its authorization for  
9 such deductions at any time by notifying the public employer or  
10 exclusive bargaining representative in writing.

11 **Sec. 5.** RCW 41.56.122 and 1975 1st ex.s. c 296 s 22 are each  
12 amended to read as follows:

13 A collective bargaining agreement may(~~(~~  
14 ~~(1))~~) not contain union security provisions(~~(~~~~PROVIDED, That~~  
15 ~~nothing in this section shall authorize a closed shop provision.~~  
16 ~~PROVIDED FURTHER, That agreements involving union security provisions~~  
17 ~~must safeguard the right of nonassociation of public employees based~~  
18 ~~on bona fide religious tenets or teachings of a church or religious~~  
19 ~~body of which such public employee is a member. Such public employee~~  
20 ~~shall pay an amount of money equivalent to regular union dues and~~  
21 ~~initiation fee to a nonreligious charity or to another charitable~~  
22 ~~organization mutually agreed upon by the public employee affected and~~  
23 ~~the bargaining representative to which such public employee would~~  
24 ~~otherwise pay the dues and initiation fee. The public employee shall~~  
25 ~~furnish written proof that such payment has been made. If the public~~  
26 ~~employee and the bargaining representative do not reach agreement on~~  
27 ~~such matter, the commission shall designate the charitable~~  
28 ~~organization. When there is a conflict between any collective~~  
29 ~~bargaining agreement reached by a public employer and a bargaining~~  
30 ~~representative on a union security provision and any charter,~~  
31 ~~ordinance, rule, or regulation adopted by the public employer or its~~  
32 ~~agents, including but not limited to, a civil service commission, the~~  
33 ~~terms of the collective bargaining agreement shall prevail))~~).

34 (2) No public employee may be required to become or remain a  
35 member of a bargaining representative as a condition of employment,  
36 nor may any public employee be required to pay any dues, fees, or  
37 other charges to a bargaining representative as a condition of  
38 employment.

1       (3) A collective bargaining agreement may provide for binding  
2 arbitration of a labor dispute arising from the application or the  
3 interpretation of the matters contained in a collective bargaining  
4 agreement.

5       NEW SECTION.   **Sec. 6.** A new section is added to chapter 41.56  
6 RCW to read as follows:

7       (1) It is unlawful for any person, bargaining representative, or  
8 officer, agent, or member thereof, or employer, or officer thereof,  
9 by any threatened or actual intimidation of a public employee or  
10 prospective public employee, or a public employee's or prospective  
11 public employee's parents, spouse, children, grandchildren, or any  
12 other persons residing in the public employee's or prospective public  
13 employee's home, or by any damage or threatened damage to a public  
14 employee's or prospective public employee's property, to compel or  
15 attempt to compel such employee to join, affiliate with, or  
16 financially support a bargaining representative or to refrain from  
17 doing so or otherwise forfeit any rights as guaranteed by the  
18 provisions of RCW 41.56.110, 41.56.113, 41.56.120, and this section.

19       (2) A person who violates the rights of public employees in RCW  
20 41.56.110, 41.56.113, 41.56.120, or this section is liable to a  
21 person who suffers from that violation for all resulting damages.

22       (3)(a) The attorney general or a prosecuting attorney may bring  
23 an action in superior court to enjoin a violation of RCW 41.56.110,  
24 41.56.113, 41.56.120, or this section.

25       (b) The superior courts shall grant injunctive relief when a  
26 violation of RCW 41.56.110, 41.56.113, 41.56.120, or this section is  
27 made apparent.

28       (4) Not later than the second day after the receipt of notice of  
29 institution of an action under this section, a party to the action  
30 may apply to the presiding judge of the superior court in the county  
31 within which the action is brought. The presiding judge shall  
32 immediately assign a superior court judge from within the county who  
33 shall hear all proceedings in the action.

34       (5) Any agreement, understanding, or practice, written or oral,  
35 implied or expressed, between any bargaining representative and  
36 public employer that violates the provisions of this chapter is void  
37 and unenforceable.

1        NEW SECTION.    **Sec. 7.**    A new section is added to chapter 41.56  
2    RCW to read as follows:

3        Nothing contained in RCW 41.56.110, 41.56.113, 41.56.122, and  
4    section 6 of this act may be construed to prevent a bargaining  
5    representative of: (1) Uniformed personnel; (2) employees of fire  
6    departments of public employers who dispatch exclusively fire or  
7    emergency medical services; or (3) officers of the Washington state  
8    patrol from entering into a collective bargaining agreement with a  
9    public employer that requires employees to pay, as a condition of  
10   employment, an agency shop fee equivalent to or less than a pro rata  
11   share of the exclusive bargaining representative's expenditures for  
12   purposes germane to collective bargaining, contract administration,  
13   and grievance adjustment.

14        **Sec. 8.**    RCW 41.59.060 and 1975 1st ex.s. c 288 s 7 are each  
15    amended to read as follows:

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

23        (2) The exclusive bargaining representative (~~shall have~~) has  
24    the right to have deducted from the salary of employees, only upon  
25    receipt of an appropriate authorization form (~~which shall not be~~  
26   ~~irrevocable for a period of more than one year~~), an amount equal to  
27    the fees and dues required for membership. Such fees and dues shall  
28    be deducted monthly from the pay of all appropriate employees by the  
29    employer and transmitted as provided for by agreement between the  
30    employer and the exclusive bargaining representative(~~, unless an~~  
31   ~~automatic payroll deduction service is established pursuant to law,~~  
32   ~~at which time such fees and dues shall be transmitted as therein~~  
33   ~~provided. If an agency shop provision is agreed to and becomes~~  
34   ~~effective pursuant to RCW 41.59.100, except as provided in that~~  
35   ~~section, the agency fee equal to the fees and dues required of~~  
36   ~~membership in the exclusive bargaining representative shall be~~  
37   ~~deducted from the salary of employees in the bargaining unit~~)). An  
38   employee may revoke his or her authorization for such deductions at

1 any time by notifying the employer or exclusive bargaining  
2 representative in writing.

3 **Sec. 9.** RCW 41.59.100 and 1975 1st ex.s. c 288 s 11 are each  
4 amended to read as follows:

5 (1) A collective bargaining agreement may not include union  
6 security provisions ((including an agency shop, but not a union or  
7 closed shop. If an agency shop provision is agreed to, the employer  
8 shall enforce it by deducting from the salary payments to members of  
9 the bargaining unit the dues required of membership in the bargaining  
10 representative, or, for nonmembers thereof, a fee equivalent to such  
11 dues. All union security provisions must safeguard the right of  
12 nonassociation of employees based on bona fide religious tenets or  
13 teachings of a church or religious body of which such employee is a  
14 member. Such employee shall pay an amount of money equivalent to  
15 regular dues and fees to a nonreligious charity or to another  
16 charitable organization mutually agreed upon by the employee affected  
17 and the bargaining representative to which such employee would  
18 otherwise pay the dues and fees. The employee shall furnish written  
19 proof that such payment has been made. If the employee and the  
20 bargaining representative do not reach agreement on such matter, the  
21 commission shall designate the charitable organization)).

22 (2) No employee may be required to become or remain a member of  
23 an employee organization as a condition of employment, nor may any  
24 employee be required to pay any dues, fees, or other charges to an  
25 employee organization as a condition of employment.

26 **Sec. 10.** RCW 41.59.140 and 2012 c 117 s 93 are each amended to  
27 read as follows:

28 (1) It shall be an unfair labor practice for an employer:  
29 (a) To interfere with, restrain, or coerce employees in the  
30 exercise of the rights guaranteed in RCW 41.59.060;  
31 (b) To dominate or interfere with the formation or administration  
32 of any employee organization or contribute financial or other support  
33 to it: PROVIDED, That subject to rules and regulations made by the  
34 commission pursuant to RCW 41.59.110, an employer shall not be  
35 prohibited from permitting employees to confer with it or its  
36 representatives or agents during working hours without loss of time  
37 or pay;

1 (c) To encourage or discourage membership in any employee  
2 organization by discrimination in regard to hire, tenure of  
3 employment, or any term or condition of employment(~~(, but nothing~~  
4 ~~contained in this subsection shall prevent an employer from~~  
5 ~~requiring, as a condition of continued employment, payment of~~  
6 ~~periodic dues and fees uniformly required to an exclusive bargaining~~  
7 ~~representative pursuant to RCW 41.59.100));~~

8 (d) To discharge or otherwise discriminate against an employee  
9 because he or she has filed charges or given testimony under this  
10 chapter;

11 (e) To refuse to bargain collectively with the representatives of  
12 its employees.

13 (2) It shall be an unfair labor practice for an employee  
14 organization:

15 (a) To restrain or coerce (i) employees in the exercise of the  
16 rights guaranteed in RCW 41.59.060: PROVIDED, That this ((~~paragraph~~)  
17 subsection (2)(a)) shall not impair the right of an employee  
18 organization to prescribe its own rules with respect to the  
19 acquisition or retention of membership therein; or (ii) an employer  
20 in the selection of his or her representatives for the purposes of  
21 collective bargaining or the adjustment of grievances;

22 (b) To cause or attempt to cause an employer to discriminate  
23 against an employee in violation of subsection (1)(c) of this  
24 section;

25 (c) To refuse to bargain collectively with an employer, provided  
26 it is the representative of its employees subject to RCW 41.59.090.

27 (3) The expressing of any views, argument, or opinion, or the  
28 dissemination thereof to the public, whether in written, printed,  
29 graphic, or visual form, shall not constitute or be evidence of an  
30 unfair labor practice under any of the provisions of this chapter, if  
31 such expression contains no threat of reprisal or force or promise of  
32 benefit.

33 NEW SECTION. **Sec. 11.** A new section is added to chapter 41.59  
34 RCW to read as follows:

35 (1) It is unlawful for any person, employee organization, or  
36 officer, agent, or member thereof, or employer, or officer thereof,  
37 by any threatened or actual intimidation of an employee or  
38 prospective employee, or an employee's or prospective employee's  
39 parents, spouse, children, grandchildren, or any other persons

1 residing in the employee's or prospective employee's home, or by any  
2 damage or threatened damage to an employee's or prospective  
3 employee's property, to compel or attempt to compel such employee to  
4 join, affiliate with, or financially support an employee organization  
5 or to refrain from doing so or otherwise forfeit any rights as  
6 guaranteed by the provisions of RCW 41.59.060, 41.59.100, or this  
7 section.

8 (2) A person who violates the rights of employees in RCW  
9 41.59.060, 41.59.100, or this section is liable to a person who  
10 suffers from that violation for all resulting damages.

11 (3)(a) The attorney general or a prosecuting attorney may bring  
12 an action in superior court to enjoin a violation of RCW 41.59.060,  
13 41.59.100, or this section.

14 (b) The superior courts shall grant injunctive relief when a  
15 violation of RCW 41.59.060, 41.59.100, or this section is made  
16 apparent.

17 (4) Not later than the second day after the receipt of notice of  
18 institution of an action under this section, a party to the action  
19 may apply to the presiding judge of the superior court in the county  
20 within which the action is brought. The presiding judge shall  
21 immediately assign a superior court judge from within the county who  
22 shall hear all proceedings in the action.

23 (5) Any agreement, understanding, or practice, written or oral,  
24 implied or expressed, between any employee organization and employer  
25 that violates the provisions of this chapter is void and  
26 unenforceable.

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

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

1 employer to the employee organization or to the depository designated  
2 by the employee organization. A faculty member may revoke his or her  
3 authorization for such deductions at any time by notifying the  
4 employer or exclusive bargaining representative in writing.

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

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~~  
14 ~~religious tenets or teachings of a church or religious body of which~~  
15 ~~such faculty member is a member shall pay to a nonreligious charity~~  
16 ~~or other charitable organization an amount of money equivalent to the~~  
17 ~~periodic dues and initiation fees uniformly required as a condition~~  
18 ~~of acquiring or retaining membership in the exclusive bargaining~~  
19 ~~representative. The charity shall be agreed upon by the faculty~~  
20 ~~member and the employee organization to which such faculty member~~  
21 ~~would otherwise pay the dues and fees. The faculty member shall~~  
22 ~~furnish written proof that such payments have been made. If the~~  
23 ~~faculty member and the employee organization do not reach agreement~~  
24 ~~on such matter, the dispute shall be submitted to the commission for~~  
25 ~~determination)).~~

26 (3) No faculty member may be required to become or remain a  
27 member of an employee organization as a condition of employment, nor  
28 may any faculty member be required to pay any dues, fees,  
29 assessments, or other charges to an employee organization as a  
30 condition of employment.

31 (4) It is unlawful for any person, employee organization, or  
32 officer, agent, or member thereof, or employer, or officer thereof,  
33 by any threatened or actual intimidation of a faculty member or  
34 prospective faculty member, or a faculty member's or prospective  
35 faculty member's parents, spouse, children, grandchildren, or any  
36 other persons residing in the faculty member or prospective faculty  
37 member's home, or by any damage or threatened damage to a faculty  
38 member or prospective faculty member's property, to compel or attempt  
39 to compel such faculty member to join, affiliate with, or financially  
40 support an employee organization or to refrain from doing so or

1 otherwise forfeit any rights as guaranteed by the provisions of this  
2 section.

3 (5) A person who violates the rights of faculty members in this  
4 section is liable to a person who suffers from that violation for all  
5 resulting damages.

6 (6)(a) The attorney general or a prosecuting attorney may bring  
7 an action in superior court to enjoin a violation of this section.

8 (b) The superior courts shall grant injunctive relief when a  
9 violation of this section is made apparent.

10 (7) Not later than the second day after the receipt of notice of  
11 institution of an action under this section, a party to the action  
12 may apply to the presiding judge of the superior court in the county  
13 within which the action is brought. The presiding judge shall  
14 immediately assign a superior court judge from within the county who  
15 shall hear all proceedings in the action.

16 (8) Any agreement, understanding, or practice, written or oral,  
17 implied or expressed, between any employee organization and employer  
18 that violates the provisions of this section is void and  
19 unenforceable.

20 **Sec. 13.** RCW 41.80.050 and 2002 c 354 s 306 are each amended to  
21 read as follows:

22 Except as may be specifically limited by this chapter, employees  
23 shall have the right to self-organization, to form, join, or assist  
24 employee organizations, and to bargain collectively through  
25 representatives of their own choosing for the purpose of collective  
26 bargaining free from interference, restraint, or coercion. Employees  
27 shall also have the right to refrain from any or all such activities  
28 ~~((except to the extent that they may be required to pay a fee to an~~  
29 ~~exclusive bargaining representative under a union security provision~~  
30 ~~authorized by this chapter)).~~

31 **Sec. 14.** RCW 41.80.100 and 2002 c 354 s 311 are each amended to  
32 read as follows:

33 (1) A collective bargaining agreement may not contain a union  
34 security provision ~~((requiring as a condition of employment the~~  
35 ~~payment, no later than the thirtieth day following the beginning of~~  
36 ~~employment or July 1, 2004, whichever is later, of an agency shop fee~~  
37 ~~to the employee organization that is the exclusive bargaining~~  
38 ~~representative for the bargaining unit in which the employee is~~

1 employed. The amount of the fee shall be equal to the amount required  
2 to become a member in good standing of the employee organization.  
3 Each employee organization shall establish a procedure by which any  
4 employee so requesting may pay a representation fee no greater than  
5 the part of the membership fee that represents a pro rata share of  
6 expenditures for purposes germane to the collective bargaining  
7 process, to contract administration, or to pursuing matters affecting  
8 wages, hours, and other conditions of employment.

9 (2) An employee who is covered by a union security provision and  
10 who asserts a right of nonassociation based on bona fide religious  
11 tenets, or teachings of a church or religious body of which the  
12 employee is a member, shall, as a condition of employment, make  
13 payments to the employee organization, for purposes within the  
14 program of the employee organization as designated by the employee  
15 that would be in harmony with his or her individual conscience. The  
16 amount of the payments shall be equal to the periodic dues and fees  
17 uniformly required as a condition of acquiring or retaining  
18 membership in the employee organization minus any included monthly  
19 premiums for insurance programs sponsored by the employee  
20 organization. The employee shall not be a member of the employee  
21 organization but is entitled to all the representation rights of a  
22 member of the employee organization)).

23 ((+3)) (2) Only upon filing with the employer the written  
24 authorization of a bargaining unit employee under this chapter, the  
25 employee organization that is the exclusive bargaining representative  
26 of the bargaining unit shall have the exclusive right to have  
27 deducted from the salary of the employee an amount equal to the fees  
28 and dues uniformly required as a condition of acquiring or retaining  
29 membership in the employee organization. The fees and dues shall be  
30 deducted each pay period from the pay of all employees who have given  
31 authorization for the deduction and shall be transmitted by the  
32 employer as provided for by agreement between the employer and the  
33 employee organization.

34 ((4) Employee organizations that before July 1, 2004, were  
35 entitled to the benefits of this section shall continue to be  
36 entitled to these benefits.)) An employee may revoke his or her  
37 authorization for such deductions at any time by notifying the  
38 employer or exclusive bargaining representative in writing.

39 (3) No employee may be required to become or remain a member of  
40 an employee organization as a condition of employment, nor may any

1 employee be required to pay any dues, fees, assessments, or other  
2 charges to an employee organization as a condition of employment.

3 NEW SECTION. **Sec. 15.** A new section is added to chapter 41.80  
4 RCW to read as follows:

5 (1) It is unlawful for any person, employee organization, or  
6 officer, agent, or member thereof, or employer, or officer thereof,  
7 by any threatened or actual intimidation of an employee or  
8 prospective employee, or an employee's or prospective employee's  
9 parents, spouse, children, grandchildren, or any other persons  
10 residing in the employee's or prospective employee's home, or by any  
11 damage or threatened damage to an employee's or prospective  
12 employee's property, to compel or attempt to compel such employee to  
13 join, affiliate with, or financially support a labor organization or  
14 to refrain from doing so or otherwise forfeit any rights as  
15 guaranteed by the provisions of RCW 41.80.100 or this section.

16 (2) A person who violates the rights of employees in RCW  
17 41.80.100 or this section is liable to a person who suffers from that  
18 violation for all resulting damages.

19 (3)(a) The attorney general or a prosecuting attorney may bring  
20 an action in superior court to enjoin a violation of RCW 41.80.100 or  
21 this section.

22 (b) The superior courts shall grant injunctive relief when a  
23 violation of RCW 41.80.100 or this section is made apparent.

24 (4) Not later than the second day after the receipt of notice of  
25 institution of an action under this section, a party to the action  
26 may apply to the presiding judge of the superior court in the county  
27 within which the action is brought. The presiding judge shall  
28 immediately assign a superior court judge from within the county who  
29 shall hear all proceedings in the action.

30 (5) Any agreement, understanding, or practice, written or oral,  
31 implied or expressed, between any employee organization and employer  
32 that violates the provisions of this chapter is void and  
33 unenforceable.

34 **Sec. 16.** RCW 47.64.130 and 2011 1st sp.s. c 16 s 19 are each  
35 amended to read as follows:

36 (1) It is an unfair labor practice for the employer or its  
37 representatives:

1 (a) To interfere with, restrain, or coerce employees in the  
2 exercise of the rights guaranteed by this chapter;

3 (b) To dominate or interfere with the formation or administration  
4 of any employee organization or contribute financial or other support  
5 to it. However, subject to rules made by the public employment  
6 relations commission pursuant to RCW 41.58.050, an employer shall not  
7 be prohibited from permitting employees to confer with it or its  
8 representatives or agents during working hours without loss of time  
9 or pay;

10 (c) To encourage or discourage membership in any employee  
11 organization by discrimination in regard to hiring, tenure of  
12 employment, or any term or condition of employment(~~(, but nothing~~  
13 ~~contained in this subsection prevents an employer from requiring, as~~  
14 ~~a condition of continued employment, payment of periodic dues and~~  
15 ~~fees uniformly required to an exclusive bargaining representative~~  
16 ~~pursuant to RCW 47.64.160. However, nothing prohibits the employer~~  
17 ~~from agreeing to obtain employees by referral from a lawful hiring~~  
18 ~~hall operated by or participated in by a labor organization));~~

19 (d) To discharge or otherwise discriminate against an employee  
20 because he or she has filed charges or given testimony under this  
21 chapter;

22 (e) To refuse to bargain collectively with the representatives of  
23 its employees.

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

25 (a) To restrain or coerce (i) employees in the exercise of the  
26 rights guaranteed by this chapter. However, this subsection does not  
27 impair the right of an employee organization to prescribe its own  
28 rules with respect to the acquisition or retention of membership  
29 therein, or (ii) an employer in the selection of his or her  
30 representatives for the purposes of collective bargaining or the  
31 adjustment of grievances;

32 (b) To cause or attempt to cause an employer to discriminate  
33 against an employee in violation of subsection (1)(c) of this  
34 section;

35 (c) To refuse to bargain collectively with an employer.

36 (3) The expression of any view, argument, or opinion, or the  
37 dissemination thereof to the public, whether in written, printed,  
38 graphic, or visual form, shall not constitute or be evidence of an  
39 unfair labor practice under any of the provisions of this chapter, if

1 the expression contains no threat of reprisal or force or promise of  
2 benefit.

3 **Sec. 17.** RCW 47.64.160 and 1983 c 15 s 7 are each amended to  
4 read as follows:

5 ~~(1) A collective bargaining agreement may not include union  
6 security provisions ((including an agency shop, but not a union or  
7 closed shop. If an agency shop provision is agreed to, the employer  
8 shall enforce it by deducting from the salary payments to members of  
9 the bargaining unit the dues required of membership in the bargaining  
10 representative, or, for nonmembers thereof, a fee equivalent to such  
11 dues. All union security provisions shall safeguard the right of  
12 nonassociation of employees based on bona fide religious tenets or  
13 teachings of a church or religious body of which such employee is a  
14 member. Such employee shall pay an amount of money equivalent to  
15 regular dues and fees to a nonreligious charity or to another  
16 charitable organization mutually agreed upon by the employee affected  
17 and the bargaining representative to which such employee would  
18 otherwise pay the dues and fees. The employee shall furnish written  
19 proof that such payment has been made. If the employee and the  
20 bargaining representative do not reach agreement on such matter, the  
21 commission shall designate the charitable organization)).~~

22 (2) No ferry employee may be required to become or remain a  
23 member of a ferry employee organization as a condition of employment,  
24 nor may any ferry employee be required to pay any dues, fees,  
25 assessments, or other charges to a ferry employee organization as a  
26 condition of employment.

27 (3) The employer may not deduct any dues, fees, assessments, or  
28 other charges from the pay of a ferry employee on behalf of a ferry  
29 employee organization without the voluntary, written authorization of  
30 the ferry employee. A ferry employee may revoke his or her  
31 authorization for such deductions at any time by notifying the  
32 employer or ferry employee organization in writing.

33 NEW SECTION. **Sec. 18.** A new section is added to chapter 47.64  
34 RCW to read as follows:

35 (1) It is unlawful for any person, ferry employee organization,  
36 or officer, agent, or member thereof, or employer, or officer  
37 thereof, by any threatened or actual intimidation of a ferry employee  
38 or prospective ferry employee, or a ferry employee's or prospective

1 ferry employee's parents, spouse, children, grandchildren, or any  
2 other persons residing in the ferry employee's or prospective ferry  
3 employee's home, or by any damage or threatened damage to a ferry  
4 employee's or prospective ferry employee's property, to compel or  
5 attempt to compel such ferry employee to join, affiliate with, or  
6 financially support a ferry employee organization or to refrain from  
7 doing so or otherwise forfeit any rights as guaranteed by RCW  
8 47.64.160 or this section.

9 (2) A person who violates the rights of ferry employees in RCW  
10 47.64.160 or this section is liable to a person who suffers from that  
11 violation for all resulting damages.

12 (3)(a) The attorney general or a prosecuting attorney may bring  
13 an action in superior court to enjoin a violation of RCW 47.64.160 or  
14 this section.

15 (b) The superior courts shall grant injunctive relief when a  
16 violation of RCW 47.64.160 or this section is made apparent.

17 (4) Not later than the second day after the receipt of notice of  
18 institution of an action under this section, a party to the action  
19 may apply to the presiding judge of the superior court in the county  
20 within which the action is brought. The presiding judge shall  
21 immediately assign a superior court judge from within the county who  
22 shall hear all proceedings in the action.

23 (5) Any agreement, understanding, or practice, written or oral,  
24 implied or expressed, between any ferry employee organization and  
25 employer that violates the provisions of this chapter is void and  
26 unenforceable.

27 **Sec. 19.** RCW 49.39.080 and 2010 c 6 s 9 are each amended to read  
28 as follows:

29 Only upon the written authorization of any symphony musician  
30 within the bargaining unit and after the certification or recognition  
31 of the bargaining representative, the employer must deduct from the  
32 pay of the symphony musician the monthly amount of dues as certified  
33 by the secretary of the exclusive bargaining representative and must  
34 transmit the dues to the treasurer of the exclusive bargaining  
35 representative. A symphony musician may revoke his or her  
36 authorization for such deductions at any time by notifying the  
37 employer or exclusive bargaining representative in writing.

1       **Sec. 20.** RCW 49.39.090 and 2010 c 6 s 10 are each amended to  
2 read as follows:

3       (1) A collective bargaining agreement may(~~(+~~  
4       ~~(1))~~) not contain union security provisions. (~~(However, nothing~~  
5 ~~in this section authorizes a closed shop provision. Agreements~~  
6 ~~involving union security provisions must safeguard the right of~~  
7 ~~nonassociation of employees based on bona fide religious tenets or~~  
8 ~~teachings of a church or religious body of which the symphony~~  
9 ~~musician is a member. The symphony musician must pay an amount of~~  
10 ~~money equivalent to regular union dues and initiation fee to a~~  
11 ~~nonreligious charity or to another charitable organization mutually~~  
12 ~~agreed upon by the symphony musician affected and the bargaining~~  
13 ~~representative to which the symphony musician would otherwise pay the~~  
14 ~~dues and initiation fee. The symphony musician must furnish written~~  
15 ~~proof that the payment has been made. If the symphony musician and~~  
16 ~~the bargaining representative do not reach agreement on this matter,~~  
17 ~~the commission must designate the charitable organization;))~~)

18       (2) No symphony musician may be required to become or remain a  
19 member of a labor organization as a condition of employment, nor may  
20 any symphony musician be required to pay any dues, fees, assessments,  
21 or other charges to a labor organization as a condition of  
22 employment.

23       (3) A collective bargaining agreement may provide for binding  
24 arbitration of a labor dispute arising from the application or the  
25 interpretation of the matters contained in a collective bargaining  
26 agreement.

27       NEW SECTION.   **Sec. 21.** A new section is added to chapter 49.39  
28 RCW to read as follows:

29       (1) It is unlawful for any person, bargaining representative, or  
30 officer, agent, or member thereof, or employer, or officer thereof,  
31 by any threatened or actual intimidation of a symphony musician or  
32 prospective symphony musician, or a symphony musician's or  
33 prospective symphony musician's parents, spouse, children,  
34 grandchildren, or any other persons residing in the symphony  
35 musician's or prospective symphony musician's home, or by any damage  
36 or threatened damage to a symphony musician's or prospective symphony  
37 musician's property, to compel or attempt to compel such symphony  
38 musician to join, affiliate with, or financially support a bargaining

1 representative or to refrain from doing so or otherwise forfeit any  
2 rights as guaranteed by RCW 49.39.080, 49.39.090, or this section.

3 (2) A person who violates the rights of symphony musicians in RCW  
4 49.39.080, 49.39.090, or this section is liable to a person who  
5 suffers from that violation for all resulting damages.

6 (3)(a) The attorney general or a prosecuting attorney may bring  
7 an action in superior court to enjoin a violation of RCW 49.39.080,  
8 49.39.090, or this section.

9 (b) The superior courts shall grant injunctive relief when a  
10 violation of RCW 49.39.080, 49.39.090, or this section is made  
11 apparent.

12 (4) Not later than the second day after the receipt of notice of  
13 institution of an action under this section, a party to the action  
14 may apply to the presiding judge of the superior court in the county  
15 within which the action is brought. The presiding judge shall  
16 immediately assign a superior court judge from within the county who  
17 shall hear all proceedings in the action.

18 (5) Any agreement, understanding, or practice, written or oral,  
19 implied or expressed, between any labor organization and employer  
20 that violates the provisions of this chapter is void and  
21 unenforceable.

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

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

32 It is further determined that ~~((any agreements involving union  
33 security including an all-union agreement or agency agreement must  
34 safeguard the rights of nonassociation of employees, based on bona  
35 fide religious tenets or teachings of a church or religious body of  
36 which such employee is a member. Such employee must pay an amount of  
37 money equivalent to regular union dues and initiation fees and  
38 assessments, if any, to a nonreligious charity or to another  
39 charitable organization mutually agreed upon by the employee affected~~

1 ~~and the representative of the labor organization to which such~~  
2 ~~employee would otherwise pay dues. The employee shall furnish written~~  
3 ~~proof that this has been done. If the employee and representative of~~  
4 ~~the labor organization do not reach agreement on the matter, the~~  
5 ~~department shall designate such organization)) collective bargaining  
6 agreements may not contain union security provisions, that no  
7 employee may be required to become or remain a member of a labor  
8 organization as a condition of employment, and that no employee may  
9 be required to pay any dues, fees, assessments, or other charges to a  
10 labor organization as a condition of employment. No employer may  
11 deduct any dues, fees, assessments, or other charges from the pay of  
12 an employee on behalf of a labor organization without the voluntary,  
13 written authorization of the employee. An employee may revoke his or  
14 her authorization for such deductions at any time by notifying the  
15 employer or labor organization in writing.~~

16 **Sec. 23.** RCW 49.66.050 and 2010 c 8 s 12063 are each amended to  
17 read as follows:

18 It shall be an unfair labor practice and unlawful, for any  
19 employee organization or its agent to:

20 (1) Restrain or coerce (a) employees in the exercise of their  
21 right to refrain from self-organization, or (b) an employer in the  
22 selection of its representatives for purposes of collective  
23 bargaining or the adjustment of grievances;

24 (2) Cause or attempt to cause an employer to discriminate against  
25 an employee in violation of RCW 49.66.040(3) or to discriminate  
26 against an employee with respect to whom membership in such  
27 organization has been denied or terminated (~~on some ground other~~  
28 ~~than his or her failure to tender the periodic dues and initiation~~  
29 ~~fees uniformly required as a condition of acquiring or retaining~~  
30 ~~membership));~~

31 (3) Refuse to meet and bargain in good faith with an employer,  
32 provided it is the duly designated representative of the employer's  
33 employees for purposes of collective bargaining;

34 (~~Require of employees covered by a union security agreement~~  
35 ~~the payment, as a condition precedent to becoming a member of such~~  
36 ~~organization, of a fee in an amount which the director finds~~  
37 ~~excessive or discriminatory under all the circumstances. In making~~  
38 ~~such a finding, the director shall consider, among other relevant~~  
39 ~~factors, the practices and customs of labor organizations in the~~

1 ~~particular industry, and the wages currently paid to the employees~~  
2 ~~affected;~~

3 ~~(5))~~ Cause or attempt to cause an employer to pay or deliver or  
4 agree to pay or deliver any money or other thing of value, in the  
5 nature of an exaction, for services which are not performed or not to  
6 be performed;

7 ~~((6))~~ (5) Enter into any contract or agreement, express or  
8 implied, whereby an employer or other person ceases or refrains, or  
9 agrees to cease or refrain, from handling, using, selling,  
10 transporting, or otherwise dealing in any of the products or services  
11 of any other employer or person, or to cease doing business with any  
12 other employer or person, and any such contract or agreement shall be  
13 unenforceable and void; or

14 ~~((7))~~ (6) Engage in, or induce or encourage any individual  
15 employed by any employer or to engage in, an activity prohibited by  
16 RCW 49.66.060.

17 NEW SECTION. **Sec. 24.** A new section is added to chapter 49.66  
18 RCW to read as follows:

19 (1) It is unlawful for any person, labor organization, or  
20 officer, agent, or member thereof, or employer, or officer thereof,  
21 by any threatened or actual intimidation of an employee or  
22 prospective employee, or an employee's or prospective employee's  
23 parents, spouse, children, grandchildren, or any other persons  
24 residing in the employee's or prospective employee's home, or by any  
25 damage or threatened damage to an employee's or prospective  
26 employee's property, to compel or attempt to compel such employee to  
27 join, affiliate with, or financially support a labor organization or  
28 to refrain from doing so or otherwise forfeit any rights as  
29 guaranteed by RCW 49.66.010 or this section.

30 (2) A person who violates the rights of employees in RCW  
31 49.66.010 or this section is liable to a person who suffers from that  
32 violation for all resulting damages.

33 (3)(a) The attorney general or a prosecuting attorney may bring  
34 an action in superior court to enjoin a violation of RCW 49.66.010 or  
35 this section.

36 (b) The superior courts shall grant injunctive relief when a  
37 violation of RCW 49.66.010 or this section is made apparent.

38 (4) Not later than the second day after the receipt of notice of  
39 institution of an action under this section, a party to the action

1 may apply to the presiding judge of the superior court in the county  
2 within which the action is brought. The presiding judge shall  
3 immediately assign a superior court judge from within the county who  
4 shall hear all proceedings in the action.

5 (5) Any agreement, understanding, or practice, written or oral,  
6 implied or expressed, between any labor organization and employer  
7 that violates the provisions of this chapter is void and  
8 unenforceable.

9 **Sec. 25.** RCW 53.18.050 and 1967 c 101 s 5 are each amended to  
10 read as follows:

11 A labor agreement signed by a port district may contain:

12 (1) Provisions that the employee organization chosen by a  
13 majority of the employees in a grouping or unit will be recognized as  
14 the representative of all employees in the classification included in  
15 such grouping or unit; and

16 ~~(2) ((Maintenance of membership provisions including dues check-~~  
17 ~~off arrangements; and~~

18 ~~(3))~~ Provisions providing for binding arbitration, the expenses  
19 being equally borne by the parties, in matters of contract  
20 interpretation and the settlement of jurisdictional disputes.

21 **Sec. 26.** RCW 53.18.060 and 1967 c 101 s 6 are each amended to  
22 read as follows:

23 ~~((No))~~ A labor agreement or contract entered into by a port  
24 district ~~((shall))~~ may not:

25 (1) Restrict the right of the port district in its discretion to  
26 hire;

27 (2) Limit the right of the port to secure its regular or steady  
28 employees from the local community; ~~((and))~~

29 (3) Include within the same agreements: (a) Port security  
30 personnel, or (b) port supervisory personnel;

31 (4) Contain union security provisions;

32 (5) Require any employee to become or remain a member of an  
33 employee organization as a condition of employment; or

34 (6) Require any employee to pay any dues, fees, assessments, or  
35 other charges to an employee organization as a condition of  
36 employment.

1        NEW SECTION.    **Sec. 27.**    A new section is added to chapter 53.18  
2    RCW to read as follows:

3        No employer may deduct any dues, fees, assessments, or other  
4    charges from the pay of an employee on behalf of an employee  
5    organization without the voluntary, written authorization of the  
6    employee. An employee may revoke his or her authorization for such  
7    deductions at any time by notifying the employer or employee  
8    organization in writing.

9        NEW SECTION.    **Sec. 28.**    A new section is added to chapter 53.18  
10    RCW to read as follows:

11        (1) It is unlawful for any person, employee organization, or  
12    officer, agent, or member thereof, or employer, or officer thereof,  
13    by any threatened or actual intimidation of an employee or  
14    prospective employee, or an employee's or prospective employee's  
15    parents, spouse, children, grandchildren, or any other persons  
16    residing in the employee's or prospective employee's home, or by any  
17    damage or threatened damage to an employee's or prospective  
18    employee's property, to compel or attempt to compel such employee to  
19    join, affiliate with, or financially support an employee organization  
20    or to refrain from doing so or otherwise forfeit any rights as  
21    guaranteed by RCW 53.18.060, section 27 of this act, or this section.

22        (2) A person who violates the rights of employees in RCW  
23    53.18.060, section 27 of this act, or this section is liable to a  
24    person who suffers from that violation for all resulting damages.

25        (3)(a) The attorney general or a prosecuting attorney may bring  
26    an action in superior court to enjoin a violation of RCW 53.18.060,  
27    section 27 of this act, or this section.

28        (b) The superior courts shall grant injunctive relief when a  
29    violation of RCW 53.18.060, section 27 of this act, or this section  
30    is made apparent.

31        (4) Not later than the second day after the receipt of notice of  
32    institution of an action under this section, a party to the action  
33    may apply to the presiding judge of the superior court in the county  
34    within which the action is brought. The presiding judge shall  
35    immediately assign a superior court judge from within the county who  
36    shall hear all proceedings in the action.

37        (5) Any agreement, understanding, or practice, written or oral,  
38    implied or expressed, between any employee organization and employer

1 that violates the provisions of this chapter is void and  
2 unenforceable.

3 NEW SECTION. **Sec. 29.** Nothing contained in this act may be  
4 construed to alter any existing collective bargaining unit or the  
5 provisions of any existing contract or collective bargaining  
6 agreement. This act applies to all contracts entered into after the  
7 effective date of this section and applies to any renewal or  
8 extension of any existing contract or collective bargaining  
9 agreement.

10 NEW SECTION. **Sec. 30.** If any provision of this act or its  
11 application to any person or circumstance is held invalid, the  
12 remainder of the act or the application of the provision to other  
13 persons or circumstances is not affected."

**HB 2751 - S AMD 793**  
By Senator Braun

**WITHDRAWN 02/28/2018**

14 On page 1, line 1 of the title, after "fees;" strike the  
15 remainder of the title and insert "amending RCW 28B.52.045,  
16 41.56.110, 41.56.113, 41.56.122, 41.59.060, 41.59.100, 41.59.140,  
17 41.76.045, 41.80.050, 41.80.100, 47.64.130, 47.64.160, 49.39.080,  
18 49.39.090, 49.66.010, 49.66.050, 53.18.050, and 53.18.060; adding a  
19 new section to chapter 49.36 RCW; adding new sections to chapter  
20 41.56 RCW; adding a new section to chapter 41.59 RCW; adding a new  
21 section to chapter 41.80 RCW; adding a new section to chapter 47.64  
22 RCW; adding a new section to chapter 49.39 RCW; adding a new section  
23 to chapter 49.66 RCW; adding new sections to chapter 53.18 RCW;  
24 creating a new section; and prescribing penalties."

EFFECT: Prohibits collective bargaining agreements from requiring  
union membership, or requiring employees pay dues or fees as a  
condition of employment. Prohibits deducting union dues or fees from  
the pay of an employee without written authorization. Prohibits  
compelling or threatening an employee to join or financially support  
a union.

--- END ---