
SENATE BILL 5692

State of Washington

65th Legislature

2017 Regular Session

By Senators Baumgartner and Braun

Read first time 02/02/17. Referred to Committee on Commerce, Labor & Sports.

1 AN ACT Relating to prohibiting requiring employees to pay dues or
2 fees to a labor union as a condition of employment; amending RCW
3 28B.52.045, 41.56.110, 41.56.113, 41.56.122, 41.59.060, 41.59.100,
4 41.59.140, 41.76.045, 41.80.050, 41.80.100, 47.64.130, 47.64.160,
5 49.39.080, 49.39.090, 49.66.010, 49.66.050, 53.18.050, and 53.18.060;
6 adding a new section to chapter 49.36 RCW; adding new sections to
7 chapter 41.56 RCW; adding a new section to chapter 41.59 RCW; adding
8 a new section to chapter 41.80 RCW; adding a new section to chapter
9 47.64 RCW; adding a new section to chapter 49.39 RCW; adding a new
10 section to chapter 49.66 RCW; adding new sections to chapter 53.18
11 RCW; creating a new section; and prescribing penalties.

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

13 NEW SECTION. **Sec. 1.** A new section is added to chapter 49.36
14 RCW to read as follows:

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

17 (1) No person may be required to become or remain a member of a
18 labor organization as a condition of employment, nor may any person
19 be required to pay any dues, fees, assessments, or other charges to a
20 labor organization as a condition of employment.

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

4 (3) No employer may deduct dues, fees, assessments, or other
5 charges from the pay of an employee on behalf of a labor organization
6 without the voluntary, written authorization of the employee. No such
7 employee authorization may be irrevocable for a period of more than
8 one year.

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

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

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

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

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

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

36 (9) Any agreement, understanding, or practice, written or oral,
37 implied or expressed, between any labor organization and employer
38 that violates the provisions of this section is void and
39 unenforceable.

1 (10) This section does not apply to employers, employees, or
2 labor organizations governed by chapter 28B.52, 41.56, 41.59, 41.76,
3 41.80, 47.64, 49.39, 49.66, or 53.18 RCW.

4 (11) Nothing contained in this section may be construed to alter
5 any existing collective bargaining unit or the provisions of any
6 existing contract or collective bargaining agreement. This section
7 applies to all contracts entered into after the effective date of
8 this section and shall apply to any renewal or extension of any
9 existing contract or collective bargaining agreement.

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

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

27 (2) A collective bargaining agreement may not include union
28 security provisions~~((, but not a closed shop. If an agency shop or
29 other union security provision is agreed to, the employer shall
30 enforce any such provision by deductions from the salary of
31 bargaining unit employees affected thereby and shall transmit such
32 funds to the employee organization or to the depository designated by
33 the employee organization.~~

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

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

8 (3) No employee may be required to become or remain a member of
9 an employee organization as a condition of employment, nor may any
10 employee be required to pay any dues, fees, assessments, or other
11 charges to an employee organization as a condition of employment.

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

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

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

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

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

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

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

3 Only upon the written authorization of any public employee within
4 the bargaining unit and after the certification or recognition of
5 such bargaining representative, the public employer shall deduct from
6 the pay of such public employee the monthly amount of dues as
7 certified by the secretary of the exclusive bargaining representative
8 and shall transmit the same to the treasurer of the exclusive
9 bargaining representative. An employee may revoke his or her
10 authorization for such deductions at any time by notifying the public
11 employer or exclusive bargaining representative in writing.

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

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

16 (a) Only upon the written authorization of an individual
17 provider, a family child care provider, an adult family home
18 provider, or a language access provider within the bargaining unit
19 and after the certification or recognition of the bargaining unit's
20 exclusive bargaining representative, the state as payor, but not as
21 the employer, shall, subject to (c) of this subsection, deduct from
22 the payments to an individual provider, a family child care provider,
23 an adult family home provider, or a language access provider the
24 monthly amount of dues as certified by the secretary of the exclusive
25 bargaining representative and shall transmit the same to the
26 treasurer of the exclusive bargaining representative. An individual
27 provider, family child care provider, adult family home provider, or
28 language access provider may revoke its authorization for such
29 deductions at any time by notifying the public employer or exclusive
30 bargaining representative in writing.

31 (b) If the governor and the exclusive bargaining representative
32 of a bargaining unit of individual providers, family child care
33 providers, adult family home providers, or language access providers
34 enter into a collective bargaining agreement that((+

35 ~~(i) Includes a union security provision authorized in RCW~~
36 ~~41.56.122, the state as payor, but not as the employer, shall,~~
37 ~~subject to (c) of this subsection, enforce the agreement by deducting~~
38 ~~from the payments to bargaining unit members the dues required for~~

1 membership in the exclusive bargaining representative, or, for
2 nonmembers thereof, a fee equivalent to the dues; or

3 ~~(ii) Includes requirements for~~) permits deductions of payments
4 other than the deduction under (a)~~((i))~~ of this subsection, the
5 state, as payor, but not as the employer, shall, subject to (c) of
6 this subsection, make such deductions only upon written authorization
7 of the individual provider, family child care provider, adult family
8 home provider, or language access provider. An individual provider,
9 family child care provider, adult family home provider, or language
10 access provider may revoke its authorization for such deductions at
11 any time by notifying the public employer or exclusive bargaining
12 representative in writing.

13 (c)(i) The initial additional costs to the state in making
14 deductions from the payments to individual providers, family child
15 care providers, adult family home providers, and language access
16 providers under this section shall be negotiated, agreed upon in
17 advance, and reimbursed to the state by the exclusive bargaining
18 representative.

19 (ii) The allocation of ongoing additional costs to the state in
20 making deductions from the payments to individual providers, family
21 child care providers, adult family home providers, or language access
22 providers under this section shall be an appropriate subject of
23 collective bargaining between the exclusive bargaining representative
24 and the governor unless prohibited by another statute. If no
25 collective bargaining agreement containing a provision allocating the
26 ongoing additional cost is entered into between the exclusive
27 bargaining representative and the governor, or if the legislature
28 does not approve funding for the collective bargaining agreement as
29 provided in RCW 74.39A.300, 41.56.028, 41.56.029, or 41.56.510, as
30 applicable, the ongoing additional costs to the state in making
31 deductions from the payments to individual providers, family child
32 care providers, adult family home providers, or language access
33 providers under this section shall be negotiated, agreed upon in
34 advance, and reimbursed to the state by the exclusive bargaining
35 representative.

36 ~~((d) The governor and the exclusive bargaining representative of~~
37 ~~a bargaining unit of family child care providers may not enter into a~~
38 ~~collective bargaining agreement that contains a union security~~
39 ~~provision unless the agreement contains a process, to be administered~~
40 ~~by the exclusive bargaining representative of a bargaining unit of~~

1 ~~family child care providers, for hardship dispensation for license-~~
2 ~~exempt family child care providers who are also temporary assistance~~
3 ~~for needy families recipients or WorkFirst participants.))~~

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

6 ~~((a))~~ Only upon the written authorization of a language access
7 provider within the bargaining unit and after the certification or
8 recognition of the bargaining unit's exclusive bargaining
9 representative, the state shall require through its contracts with
10 third parties that:

11 ~~((i))~~ (a) The monthly amount of dues as certified by the
12 secretary of the exclusive bargaining representative be deducted from
13 the payments to the language access provider and transmitted to the
14 treasurer of the exclusive bargaining representative; ~~((and~~

15 ~~(ii))~~ (b) A record showing that dues have been deducted as
16 specified in (a)~~((i))~~ of this subsection be provided to the
17 state~~((-~~

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

23 ~~(i) The monthly amount of dues required for membership in the~~
24 ~~exclusive bargaining representative as certified by the secretary of~~
25 ~~the exclusive bargaining representative, or, for nonmembers thereof,~~
26 ~~a fee equivalent to the dues, be deducted from the payments to the~~
27 ~~language access provider and transmitted to the treasurer of the~~
28 ~~exclusive bargaining representative; and~~

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

31 and

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

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

37 A collective bargaining agreement may~~((-~~

38 ~~(1))~~ not contain union security provisions~~((-~~ ~~PROVIDED, That~~
39 ~~nothing in this section shall authorize a closed shop provision-~~

1 ~~PROVIDED FURTHER, That agreements involving union security provisions~~
2 ~~must safeguard the right of nonassociation of public employees based~~
3 ~~on bona fide religious tenets or teachings of a church or religious~~
4 ~~body of which such public employee is a member. Such public employee~~
5 ~~shall pay an amount of money equivalent to regular union dues and~~
6 ~~initiation fee to a nonreligious charity or to another charitable~~
7 ~~organization mutually agreed upon by the public employee affected and~~
8 ~~the bargaining representative to which such public employee would~~
9 ~~otherwise pay the dues and initiation fee. The public employee shall~~
10 ~~furnish written proof that such payment has been made. If the public~~
11 ~~employee and the bargaining representative do not reach agreement on~~
12 ~~such matter, the commission shall designate the charitable~~
13 ~~organization. When there is a conflict between any collective~~
14 ~~bargaining agreement reached by a public employer and a bargaining~~
15 ~~representative on a union security provision and any charter,~~
16 ~~ordinance, rule, or regulation adopted by the public employer or its~~
17 ~~agents, including but not limited to, a civil service commission, the~~
18 ~~terms of the collective bargaining agreement shall prevail)).~~

19 (2) No public employee may be required to become or remain a
20 member of a bargaining representative as a condition of employment,
21 nor may any public employee be required to pay any dues, fees, or
22 other charges to a bargaining representative as a condition of
23 employment.

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

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

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

1 doing so or otherwise forfeit any rights as guaranteed by the
2 provisions of RCW 41.56.110, 41.56.113, 41.56.120, and this section.

3 (2) A person who violates the rights of public employees in RCW
4 41.56.110, 41.56.113, 41.56.120, or this section is liable to a
5 person who 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 41.56.110,
8 41.56.113, 41.56.120, or this section.

9 (b) The superior courts shall grant injunctive relief when a
10 violation of RCW 41.56.110, 41.56.113, 41.56.120, or this section is
11 made 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 bargaining representative and
20 public employer that violates the provisions of this chapter is void
21 and unenforceable.

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

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

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

37 (1) Employees shall have the right to self-organization, to form,
38 join, or assist employee organizations, to bargain collectively

1 through representatives of their own choosing, and shall also have
2 the right to refrain from any or all of such activities (~~except to~~
3 ~~the extent that employees may be required to pay a fee to any~~
4 ~~employee organization under an agency shop agreement authorized in~~
5 ~~this chapter~~)).

6 (2) The exclusive bargaining representative (~~shall have~~) has
7 the right to have deducted from the salary of employees, only upon
8 receipt of an appropriate authorization form (~~which shall not be~~
9 ~~irrevocable for a period of more than one year~~), an amount equal to
10 the fees and dues required for membership. Such fees and dues shall
11 be deducted monthly from the pay of all appropriate employees by the
12 employer and transmitted as provided for by agreement between the
13 employer and the exclusive bargaining representative(~~, unless an~~
14 ~~automatic payroll deduction service is established pursuant to law,~~
15 ~~at which time such fees and dues shall be transmitted as therein~~
16 ~~provided. If an agency shop provision is agreed to and becomes~~
17 ~~effective pursuant to RCW 41.59.100, except as provided in that~~
18 ~~section, the agency fee equal to the fees and dues required of~~
19 ~~membership in the exclusive bargaining representative shall be~~
20 ~~deducted from the salary of employees in the bargaining unit~~)). An
21 employee may revoke his or her authorization for such deductions at
22 any time by notifying the employer or exclusive bargaining
23 representative in writing.

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

26 (1) A collective bargaining agreement may not include union
27 security provisions (~~including an agency shop, but not a union or~~
28 ~~closed shop. If an agency shop provision is agreed to, the employer~~
29 ~~shall enforce it by deducting from the salary payments to members of~~
30 ~~the bargaining unit the dues required of membership in the bargaining~~
31 ~~representative, or, for nonmembers thereof, a fee equivalent to such~~
32 ~~dues. All union security provisions must safeguard the right of~~
33 ~~nonassociation of employees based on bona fide religious tenets or~~
34 ~~teachings of a church or religious body of which such employee is a~~
35 ~~member. Such employee shall pay an amount of money equivalent to~~
36 ~~regular dues and fees to a nonreligious charity or to another~~
37 ~~charitable organization mutually agreed upon by the employee affected~~
38 ~~and the bargaining representative to which such employee would~~
39 ~~otherwise pay the dues and fees. The employee shall furnish written~~

1 ~~proof that such payment has been made. If the employee and the~~
2 ~~bargaining representative do not reach agreement on such matter, the~~
3 ~~commission shall designate the charitable organization)).~~

4 (2) No employee may be required to become or remain a member of
5 an employee organization as a condition of employment, nor may any
6 employee be required to pay any dues, fees, or other charges to an
7 employee organization as a condition of employment.

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

10 (1) It shall be an unfair labor practice for an employer:

11 (a) To interfere with, restrain, or coerce employees in the
12 exercise of the rights guaranteed in RCW 41.59.060;

13 (b) To dominate or interfere with the formation or administration
14 of any employee organization or contribute financial or other support
15 to it: PROVIDED, That subject to rules and regulations made by the
16 commission pursuant to RCW 41.59.110, an employer shall not be
17 prohibited from permitting employees to confer with it or its
18 representatives or agents during working hours without loss of time
19 or pay;

20 (c) To encourage or discourage membership in any employee
21 organization by discrimination in regard to hire, tenure of
22 employment, or any term or condition of employment(~~(, but nothing~~
23 ~~contained in this subsection shall prevent an employer from~~
24 ~~requiring, as a condition of continued employment, payment of~~
25 ~~periodic dues and fees uniformly required to an exclusive bargaining~~
26 ~~representative pursuant to RCW 41.59.100));~~

27 (d) To discharge or otherwise discriminate against an employee
28 because he or she has filed charges or given testimony under this
29 chapter;

30 (e) To refuse to bargain collectively with the representatives of
31 its employees.

32 (2) It shall be an unfair labor practice for an employee
33 organization:

34 (a) To restrain or coerce (i) employees in the exercise of the
35 rights guaranteed in RCW 41.59.060: PROVIDED, That this ((~~paragraph~~))
36 subsection (2)(a) shall not impair the right of an employee
37 organization to prescribe its own rules with respect to the
38 acquisition or retention of membership therein; or (ii) an employer

1 in the selection of his or her representatives for the purposes of
2 collective bargaining or the adjustment of grievances;

3 (b) To cause or attempt to cause an employer to discriminate
4 against an employee in violation of subsection (1)(c) of this
5 section;

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

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

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

16 (1) It is unlawful for any person, employee organization, or
17 officer, agent, or member thereof, or employer, or officer thereof,
18 by any threatened or actual intimidation of an employee or
19 prospective employee, or an employee's or prospective employee's
20 parents, spouse, children, grandchildren, or any other persons
21 residing in the employee's or prospective employee's home, or by any
22 damage or threatened damage to an employee's or prospective
23 employee's property, to compel or attempt to compel such employee to
24 join, affiliate with, or financially support an employee organization
25 or to refrain from doing so or otherwise forfeit any rights as
26 guaranteed by the provisions of RCW 41.59.060, 41.59.100, or this
27 section.

28 (2) A person who violates the rights of employees in RCW
29 41.59.060, 41.59.100, or this section is liable to a person who
30 suffers from that violation for all resulting damages.

31 (3)(a) The attorney general or a prosecuting attorney may bring
32 an action in superior court to enjoin a violation of RCW 41.59.060,
33 41.59.100, or this section.

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

37 (4) Not later than the second day after the receipt of notice of
38 institution of an action under this section, a party to the action
39 may apply to the presiding judge of the superior court in the county

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

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

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

10 (1) Only upon filing with the employer the voluntary written
11 authorization of a bargaining unit faculty member under this chapter,
12 the employee organization which is the exclusive bargaining
13 representative of the bargaining unit shall have the right to have
14 deducted from the salary of the bargaining unit faculty member the
15 periodic dues and initiation fees uniformly required as a condition
16 of acquiring or retaining membership in the exclusive bargaining
17 representative. ~~((Such employee authorization shall not be
18 irrevocable for a period of more than one year.))~~ Such dues and fees
19 shall be deducted from the pay of all faculty members who have given
20 authorization for such deduction, and shall be transmitted by the
21 employer to the employee organization or to the depository designated
22 by the employee organization. A faculty member may revoke his or her
23 authorization for such deductions at any time by notifying the
24 employer or exclusive bargaining representative in writing.

25 (2) A collective bargaining agreement may not include union
26 security provisions~~((, but not a closed shop. If an agency shop or
27 other union security provision is agreed to, the employer shall
28 enforce any such provision by deductions from the salary of
29 bargaining unit faculty members affected thereby and shall transmit
30 such funds to the employee organization or to the depository
31 designated by the employee organization.~~

32 ~~(3) A faculty member who is covered by a union security provision
33 and who asserts a right of nonassociation based on bona fide
34 religious tenets or teachings of a church or religious body of which
35 such faculty member is a member shall pay to a nonreligious charity
36 or other charitable organization an amount of money equivalent to the
37 periodic dues and initiation fees uniformly required as a condition
38 of acquiring or retaining membership in the exclusive bargaining
39 representative. The charity shall be agreed upon by the faculty~~

1 ~~member and the employee organization to which such faculty member~~
2 ~~would otherwise pay the dues and fees. The faculty member shall~~
3 ~~furnish written proof that such payments have been made. If the~~
4 ~~faculty member and the employee organization do not reach agreement~~
5 ~~on such matter, the dispute shall be submitted to the commission for~~
6 ~~determination)).~~

7 (3) No faculty member may be required to become or remain a
8 member of an employee organization as a condition of employment, nor
9 may any faculty member be required to pay any dues, fees,
10 assessments, or other charges to an employee organization as a
11 condition of employment.

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

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

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

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

31 (7) 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 (8) Any agreement, understanding, or practice, written or oral,
38 implied or expressed, between any employee organization and employer
39 that violates the provisions of this section is void and
40 unenforceable.

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

3 Except as may be specifically limited by this chapter, employees
4 shall have the right to self-organization, to form, join, or assist
5 employee organizations, and to bargain collectively through
6 representatives of their own choosing for the purpose of collective
7 bargaining free from interference, restraint, or coercion. Employees
8 shall also have the right to refrain from any or all such activities
9 (~~except to the extent that they may be required to pay a fee to an~~
10 ~~exclusive bargaining representative under a union security provision~~
11 ~~authorized by this chapter~~)).

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

14 (1) A collective bargaining agreement may not contain a union
15 security provision (~~requiring as a condition of employment the~~
16 ~~payment, no later than the thirtieth day following the beginning of~~
17 ~~employment or July 1, 2004, whichever is later, of an agency shop fee~~
18 ~~to the employee organization that is the exclusive bargaining~~
19 ~~representative for the bargaining unit in which the employee is~~
20 ~~employed. The amount of the fee shall be equal to the amount required~~
21 ~~to become a member in good standing of the employee organization.~~
22 ~~Each employee organization shall establish a procedure by which any~~
23 ~~employee so requesting may pay a representation fee no greater than~~
24 ~~the part of the membership fee that represents a pro rata share of~~
25 ~~expenditures for purposes germane to the collective bargaining~~
26 ~~process, to contract administration, or to pursuing matters affecting~~
27 ~~wages, hours, and other conditions of employment.~~

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

1 ~~organization but is entitled to all the representation rights of a~~
2 ~~member of the employee organization)).~~

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

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

19 (3) No employee may be required to become or remain a member of
20 an employee organization as a condition of employment, nor may any
21 employee be required to pay any dues, fees, assessments, or other
22 charges to an employee organization as a condition of employment.

23 NEW SECTION. Sec. 15. A new section is added to chapter 41.80
24 RCW to read as follows:

25 (1) It is unlawful for any person, employee organization, or
26 officer, agent, or member thereof, or employer, or officer thereof,
27 by any threatened or actual intimidation of an employee or
28 prospective employee, or an employee's or prospective employee's
29 parents, spouse, children, grandchildren, or any other persons
30 residing in the employee's or prospective employee's home, or by any
31 damage or threatened damage to an employee's or prospective
32 employee's property, to compel or attempt to compel such employee to
33 join, affiliate with, or financially support a labor organization or
34 to refrain from doing so or otherwise forfeit any rights as
35 guaranteed by the provisions of RCW 41.80.100 or this section.

36 (2) A person who violates the rights of employees in RCW
37 41.80.100 or this section is liable to a person who suffers from that
38 violation for all resulting damages.

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

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

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

12 (5) Any agreement, understanding, or practice, written or oral,
13 implied or expressed, between any employee organization and employer
14 that violates the provisions of this chapter is void and
15 unenforceable.

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

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

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

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

29 (c) To encourage or discourage membership in any employee
30 organization by discrimination in regard to hiring, tenure of
31 employment, or any term or condition of employment(~~(, but nothing~~
32 ~~contained in this subsection prevents an employer from requiring, as~~
33 ~~a condition of continued employment, payment of periodic dues and~~
34 ~~fees uniformly required to an exclusive bargaining representative~~
35 ~~pursuant to RCW 47.64.160. However, nothing prohibits the employer~~
36 ~~from agreeing to obtain employees by referral from a lawful hiring~~
37 ~~hall operated by or participated in by a labor organization));~~

1 (d) To discharge or otherwise discriminate against an employee
2 because he or she has filed charges or given testimony under this
3 chapter;

4 (e) To refuse to bargain collectively with the representatives of
5 its employees.

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

7 (a) To restrain or coerce (i) employees in the exercise of the
8 rights guaranteed by this chapter. However, this subsection does not
9 impair the right of an employee organization to prescribe its own
10 rules with respect to the acquisition or retention of membership
11 therein, or (ii) an employer in the selection of his or her
12 representatives for the purposes of collective bargaining or the
13 adjustment of grievances;

14 (b) To cause or attempt to cause an employer to discriminate
15 against an employee in violation of subsection (1)(c) of this
16 section;

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

18 (3) The expression of any view, argument, or opinion, or the
19 dissemination thereof to the public, whether in written, printed,
20 graphic, or visual form, shall not constitute or be evidence of an
21 unfair labor practice under any of the provisions of this chapter, if
22 the expression contains no threat of reprisal or force or promise of
23 benefit.

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

26 (1) A collective bargaining agreement may not include union
27 security provisions (~~including an agency shop, but not a union or~~
28 ~~closed shop. If an agency shop provision is agreed to, the employer~~
29 ~~shall enforce it by deducting from the salary payments to members of~~
30 ~~the bargaining unit the dues required of membership in the bargaining~~
31 ~~representative, or, for nonmembers thereof, a fee equivalent to such~~
32 ~~dues. All union security provisions shall safeguard the right of~~
33 ~~nonassociation of employees based on bona fide religious tenets or~~
34 ~~teachings of a church or religious body of which such employee is a~~
35 ~~member. Such employee shall pay an amount of money equivalent to~~
36 ~~regular dues and fees to a nonreligious charity or to another~~
37 ~~charitable organization mutually agreed upon by the employee affected~~
38 ~~and the bargaining representative to which such employee would~~
39 ~~otherwise pay the dues and fees. The employee shall furnish written~~

1 ~~proof that such payment has been made. If the employee and the~~
2 ~~bargaining representative do not reach agreement on such matter, the~~
3 ~~commission shall designate the charitable organization)).~~

4 (2) No ferry employee may be required to become or remain a
5 member of a ferry employee organization as a condition of employment,
6 nor may any ferry employee be required to pay any dues, fees,
7 assessments, or other charges to a ferry employee organization as a
8 condition of employment.

9 (3) The employer may not deduct any dues, fees, assessments, or
10 other charges from the pay of a ferry employee on behalf of a ferry
11 employee organization without the voluntary, written authorization of
12 the ferry employee. A ferry employee may revoke his or her
13 authorization for such deductions at any time by notifying the
14 employer or ferry employee organization in writing.

15 NEW SECTION. Sec. 18. A new section is added to chapter 47.64
16 RCW to read as follows:

17 (1) It is unlawful for any person, ferry employee organization,
18 or officer, agent, or member thereof, or employer, or officer
19 thereof, by any threatened or actual intimidation of a ferry employee
20 or prospective ferry employee, or a ferry employee's or prospective
21 ferry employee's parents, spouse, children, grandchildren, or any
22 other persons residing in the ferry employee's or prospective ferry
23 employee's home, or by any damage or threatened damage to a ferry
24 employee's or prospective ferry employee's property, to compel or
25 attempt to compel such ferry employee to join, affiliate with, or
26 financially support a ferry employee organization or to refrain from
27 doing so or otherwise forfeit any rights as guaranteed by RCW
28 47.64.160 or this section.

29 (2) A person who violates the rights of ferry employees in RCW
30 47.64.160 or this section is liable to a person who suffers from that
31 violation for all resulting damages.

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

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

37 (4) Not later than the second day after the receipt of notice of
38 institution of an action under this section, a party to the action
39 may apply to the presiding judge of the superior court in the county

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

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

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

10 Only upon the written authorization of any symphony musician
11 within the bargaining unit and after the certification or recognition
12 of the bargaining representative, the employer must deduct from the
13 pay of the symphony musician the monthly amount of dues as certified
14 by the secretary of the exclusive bargaining representative and must
15 transmit the dues to the treasurer of the exclusive bargaining
16 representative. A symphony musician may revoke his or her
17 authorization for such deductions at any time by notifying the
18 employer or exclusive bargaining representative in writing.

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

21 (1) A collective bargaining agreement may(÷
22 (1÷)) not contain union security provisions. ((However, nothing
23 in this section authorizes a closed shop provision. Agreements
24 involving union security provisions must safeguard the right of
25 nonassociation of employees based on bona fide religious tenets or
26 teachings of a church or religious body of which the symphony
27 musician is a member. The symphony musician must pay an amount of
28 money equivalent to regular union dues and initiation fee to a
29 nonreligious charity or to another charitable organization mutually
30 agreed upon by the symphony musician affected and the bargaining
31 representative to which the symphony musician would otherwise pay the
32 dues and initiation fee. The symphony musician must furnish written
33 proof that the payment has been made. If the symphony musician and
34 the bargaining representative do not reach agreement on this matter,
35 the commission must designate the charitable organization;))

36 (2) No symphony musician may be required to become or remain a
37 member of a labor organization as a condition of employment, nor may
38 any symphony musician be required to pay any dues, fees, assessments,

1 or other charges to a labor organization as a condition of
2 employment.

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

7 NEW SECTION. Sec. 21. A new section is added to chapter 49.39
8 RCW to read as follows:

9 (1) It is unlawful for any person, bargaining representative, or
10 officer, agent, or member thereof, or employer, or officer thereof,
11 by any threatened or actual intimidation of a symphony musician or
12 prospective symphony musician, or a symphony musician's or
13 prospective symphony musician's parents, spouse, children,
14 grandchildren, or any other persons residing in the symphony
15 musician's or prospective symphony musician's home, or by any damage
16 or threatened damage to a symphony musician's or prospective symphony
17 musician's property, to compel or attempt to compel such symphony
18 musician to join, affiliate with, or financially support a bargaining
19 representative or to refrain from doing so or otherwise forfeit any
20 rights as guaranteed by RCW 49.39.080, 49.39.090, or this section.

21 (2) A person who violates the rights of symphony musicians in RCW
22 49.39.080, 49.39.090, or this section is liable to a person who
23 suffers from that violation for all resulting damages.

24 (3)(a) The attorney general or a prosecuting attorney may bring
25 an action in superior court to enjoin a violation of RCW 49.39.080,
26 49.39.090, or this section.

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

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

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

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

3 It is the public policy of the state to expedite the settlement
4 of labor disputes arising in connection with health care activities,
5 in order that there may be no lessening, however temporary, in the
6 quality of the care given to patients. It is the legislative purpose
7 by this chapter to promote collective bargaining between health care
8 activities and their employees, to protect the right of employees of
9 health care activities to organize and select collective bargaining
10 units of their own choosing.

11 It is further determined that (~~(any agreements involving union~~
12 ~~security including an all-union agreement or agency agreement must~~
13 ~~safeguard the rights of nonassociation of employees, based on bona~~
14 ~~fide religious tenets or teachings of a church or religious body of~~
15 ~~which such employee is a member. Such employee must pay an amount of~~
16 ~~money equivalent to regular union dues and initiation fees and~~
17 ~~assessments, if any, to a nonreligious charity or to another~~
18 ~~charitable organization mutually agreed upon by the employee affected~~
19 ~~and the representative of the labor organization to which such~~
20 ~~employee would otherwise pay dues. The employee shall furnish written~~
21 ~~proof that this has been done. If the employee and representative of~~
22 ~~the labor organization do not reach agreement on the matter, the~~
23 ~~department shall designate such organization)) collective bargaining
24 agreements may not contain union security provisions, that no
25 employee may be required to become or remain a member of a labor
26 organization as a condition of employment, and that no employee may
27 be required to pay any dues, fees, assessments, or other charges to a
28 labor organization as a condition of employment. No employer may
29 deduct any dues, fees, assessments, or other charges from the pay of
30 an employee on behalf of a labor organization without the voluntary,
31 written authorization of the employee. An employee may revoke his or
32 her authorization for such deductions at any time by notifying the
33 employer or labor organization in writing.~~

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

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

38 (1) Restrain or coerce (a) employees in the exercise of their
39 right to refrain from self-organization, or (b) an employer in the

1 selection of its representatives for purposes of collective
2 bargaining or the adjustment of grievances;

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

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

13 (~~Require of employees covered by a union security agreement~~
14 ~~the payment, as a condition precedent to becoming a member of such~~
15 ~~organization, of a fee in an amount which the director finds~~
16 ~~excessive or discriminatory under all the circumstances. In making~~
17 ~~such a finding, the director shall consider, among other relevant~~
18 ~~factors, the practices and customs of labor organizations in the~~
19 ~~particular industry, and the wages currently paid to the employees~~
20 ~~affected;~~

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

25 ~~((6))~~ (5) Enter into any contract or agreement, express or
26 implied, whereby an employer or other person ceases or refrains, or
27 agrees to cease or refrain, from handling, using, selling,
28 transporting, or otherwise dealing in any of the products or services
29 of any other employer or person, or to cease doing business with any
30 other employer or person, and any such contract or agreement shall be
31 unenforceable and void; or

32 ~~((7))~~ (6) Engage in, or induce or encourage any individual
33 employed by any employer or to engage in, an activity prohibited by
34 RCW 49.66.060.

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

37 (1) It is unlawful for any person, labor organization, or
38 officer, agent, or member thereof, or employer, or officer thereof,
39 by any threatened or actual intimidation of an employee or

1 prospective employee, or an employee's or prospective employee's
2 parents, spouse, children, grandchildren, or any other persons
3 residing in the employee's or prospective employee's home, or by any
4 damage or threatened damage to an employee's or prospective
5 employee's property, to compel or attempt to compel such employee to
6 join, affiliate with, or financially support a labor organization or
7 to refrain from doing so or otherwise forfeit any rights as
8 guaranteed by RCW 49.66.010 or this section.

9 (2) A person who violates the rights of employees in RCW
10 49.66.010 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 49.66.010 or
14 this section.

15 (b) The superior courts shall grant injunctive relief when a
16 violation of RCW 49.66.010 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 labor organization and employer
25 that violates the provisions of this chapter is void and
26 unenforceable.

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

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

30 (1) Provisions that the employee organization chosen by a
31 majority of the employees in a grouping or unit will be recognized as
32 the representative of all employees in the classification included in
33 such grouping or unit; and

34 ~~((Maintenance of membership provisions including dues check-~~
35 ~~off arrangements; and~~

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

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

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

5 (1) Restrict the right of the port district in its discretion to
6 hire;

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

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

11 (4) Contain union security provisions;

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

14 (6) Require any employee to pay any dues, fees, assessments, or
15 other charges to an employee organization as a condition of
16 employment.

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

19 No employer may deduct any dues, fees, assessments, or other
20 charges from the pay of an employee on behalf of an employee
21 organization without the voluntary, written authorization of the
22 employee. An employee may revoke his or her authorization for such
23 deductions at any time by notifying the employer or employee
24 organization in writing.

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

27 (1) It is unlawful for any person, employee organization, or
28 officer, agent, or member thereof, or employer, or officer thereof,
29 by any threatened or actual intimidation of an employee or
30 prospective employee, or an employee's or prospective employee's
31 parents, spouse, children, grandchildren, or any other persons
32 residing in the employee's or prospective employee's home, or by any
33 damage or threatened damage to an employee's or prospective
34 employee's property, to compel or attempt to compel such employee to
35 join, affiliate with, or financially support an employee organization
36 or to refrain from doing so or otherwise forfeit any rights as
37 guaranteed by RCW 53.18.060, section 27 of this act, or this section.

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

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

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

10 (4) 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 (5) 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 chapter is void and
19 unenforceable.

20 NEW SECTION. **Sec. 29.** Nothing contained in this act may be
21 construed to alter any existing collective bargaining unit or the
22 provisions of any existing contract or collective bargaining
23 agreement. This act applies to all contracts entered into after the
24 effective date of this section and applies to any renewal or
25 extension of any existing contract or collective bargaining
26 agreement.

27 NEW SECTION. **Sec. 30.** If any provision of this act or its
28 application to any person or circumstance is held invalid, the
29 remainder of the act or the application of the provision to other
30 persons or circumstances is not affected.

--- END ---