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**SUBSTITUTE HOUSE BILL 2037**

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**State of Washington**                      **66th Legislature**                      **2019 Regular Session**

**By** House Appropriations (originally sponsored by Representatives Sells and Pollet)

READ FIRST TIME 03/01/19.

1            AN ACT Relating to providing sergeants of the department of fish  
2 and wildlife interest arbitration under certain circumstances;  
3 amending RCW 41.80.005 and 41.80.010; and adding new sections to  
4 chapter 41.80 RCW.

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

6            **Sec. 1.** RCW 41.80.005 and 2011 1st sp.s. c 43 s 444 are each  
7 amended to read as follows:

8            Unless the context clearly requires otherwise, the definitions in  
9 this section apply throughout this chapter.

10           (1) "Agency" means any agency as defined in RCW 41.06.020 and  
11 covered by chapter 41.06 RCW.

12           (2) "Collective bargaining" means the performance of the mutual  
13 obligation of the representatives of the employer and the exclusive  
14 bargaining representative to meet at reasonable times and to bargain  
15 in good faith in an effort to reach agreement with respect to the  
16 subjects of bargaining specified under RCW 41.80.020. The obligation  
17 to bargain does not compel either party to agree to a proposal or to  
18 make a concession, except as otherwise provided in this chapter.

19           (3) "Commission" means the public employment relations  
20 commission.

1 (4) "Confidential employee" means an employee who, in the regular  
2 course of his or her duties, assists in a confidential capacity  
3 persons who formulate, determine, and effectuate management policies  
4 with regard to labor relations or who, in the regular course of his  
5 or her duties, has authorized access to information relating to the  
6 effectuation or review of the employer's collective bargaining  
7 policies, or who assists or aids a manager. "Confidential employee"  
8 also includes employees who assist assistant attorneys general who  
9 advise and represent managers or confidential employees in personnel  
10 or labor relations matters, or who advise or represent the state in  
11 tort actions.

12 (5) "Director" means the director of the public employment  
13 relations commission.

14 (6) "Employee" means any employee, including employees whose work  
15 has ceased in connection with the pursuit of lawful activities  
16 protected by this chapter, covered by chapter 41.06 RCW, except:

17 (a) Employees covered for collective bargaining by chapter 41.56  
18 RCW;

19 (b) Confidential employees;

20 (c) Members of the Washington management service;

21 (d) Internal auditors in any agency; or

22 (e) Any employee of the commission, the office of financial  
23 management, or the office of risk management within the department of  
24 enterprise services.

25 (7) "Employee organization" means any organization, union, or  
26 association in which employees participate and that exists for the  
27 purpose, in whole or in part, of collective bargaining with  
28 employers.

29 (8) "Employer" means the state of Washington.

30 (9) "Exclusive bargaining representative" means any employee  
31 organization that has been certified under this chapter as the  
32 representative of the employees in an appropriate bargaining unit.

33 (10) "Institutions of higher education" means the University of  
34 Washington, Washington State University, Central Washington  
35 University, Eastern Washington University, Western Washington  
36 University, The Evergreen State College, and the various state  
37 community colleges.

38 (11) "Labor dispute" means any controversy concerning terms,  
39 tenure, or conditions of employment, or concerning the association or  
40 representation of persons in negotiating, fixing, maintaining,

1 changing, or seeking to arrange terms or conditions of employment  
2 with respect to the subjects of bargaining provided in this chapter,  
3 regardless of whether the disputants stand in the proximate relation  
4 of employer and employee.

5 (12) "Manager" means "manager" as defined in RCW 41.06.022.

6 (13) "Supervisor" means an employee who has authority, in the  
7 interest of the employer, to hire, transfer, suspend, lay off,  
8 recall, promote, discharge, direct, reward, or discipline employees,  
9 or to adjust employee grievances, or effectively to recommend such  
10 action, if the exercise of the authority is not of a merely routine  
11 nature but requires the consistent exercise of individual judgment.  
12 However, no employee who is a member of the Washington management  
13 service may be included in a collective bargaining unit established  
14 under this section.

15 (14) "Unfair labor practice" means any unfair labor practice  
16 listed in RCW 41.80.110.

17 (15) "Uniformed personnel" means a fish and wildlife officer as  
18 defined in RCW 77.08.010 who holds the rank of sergeant.

19 **Sec. 2.** RCW 41.80.010 and 2017 3rd sp.s. c 23 s 3 are each  
20 amended to read as follows:

21 (1) For the purpose of negotiating collective bargaining  
22 agreements under this chapter, the employer shall be represented by  
23 the governor or governor's designee, except as provided for  
24 institutions of higher education in subsection (4) of this section.

25 (2) (a) If an exclusive bargaining representative represents more  
26 than one bargaining unit, the exclusive bargaining representative  
27 shall negotiate with each employer representative as designated in  
28 subsection (1) of this section one master collective bargaining  
29 agreement on behalf of all the employees in bargaining units that the  
30 exclusive bargaining representative represents. For those exclusive  
31 bargaining representatives who represent fewer than a total of five  
32 hundred employees each, negotiation shall be by a coalition of all  
33 those exclusive bargaining representatives. The coalition shall  
34 bargain for a master collective bargaining agreement covering all of  
35 the employees represented by the coalition. The governor's designee  
36 and the exclusive bargaining representative or representatives are  
37 authorized to enter into supplemental bargaining of agency-specific  
38 issues for inclusion in or as an addendum to the master collective  
39 bargaining agreement, subject to the parties' agreement regarding the

1 issues and procedures for supplemental bargaining. This section does  
2 not prohibit cooperation and coordination of bargaining between two  
3 or more exclusive bargaining representatives.

4 (b) This subsection (2) does not apply to exclusive bargaining  
5 representatives who represent employees of institutions of higher  
6 education, except when the institution of higher education has  
7 elected to exercise its option under subsection (4) of this section  
8 to have its negotiations conducted by the governor or governor's  
9 designee under the procedures provided for general government  
10 agencies in subsections (1) through (3) of this section.

11 (c) If five hundred or more employees of an independent state  
12 elected official listed in RCW 43.01.010 are organized in a  
13 bargaining unit or bargaining units under RCW 41.80.070, the official  
14 shall be consulted by the governor or the governor's designee before  
15 any agreement is reached under (a) of this subsection concerning  
16 supplemental bargaining of agency specific issues affecting the  
17 employees in such bargaining unit.

18 (d) Uniformed personnel shall not be excluded from coalition  
19 bargaining for a master agreement of all exclusive bargaining  
20 representatives of fewer than five hundred employees. However, the  
21 exclusive bargaining representative of uniformed personnel may,  
22 should it so choose, but not later than the first Monday in September  
23 of every odd-numbered year, choose to enter into separate bargaining  
24 with the employer regarding agency-specific issues limited to those  
25 specified in RCW 41.80.020 and be subject to the provisions set forth  
26 in sections 3 through 11 of this act. If the exclusive bargaining  
27 representative does not choose to enter into separate bargaining with  
28 the employer, sections 3 through 11 of this act do not apply. For  
29 purposes of this subsection, "agency-specific issues" includes but is  
30 not limited to rates of pay and other compensation.

31 (3) The governor shall submit a request for funds necessary to  
32 implement the compensation and fringe benefit provisions in the  
33 master collective bargaining agreement or for legislation necessary  
34 to implement the agreement. Requests for funds necessary to implement  
35 the provisions of bargaining agreements shall not be submitted to the  
36 legislature by the governor unless such requests:

37 (a) Have been submitted to the director of the office of  
38 financial management by October 1 prior to the legislative session at  
39 which the requests are to be considered; and

1 (b) Have been certified by the director of the office of  
2 financial management as being feasible financially for the state or  
3 reflects the decision of an arbitration panel reached under section 5  
4 of this act.

5 The legislature shall approve or reject the submission of the  
6 request for funds as a whole. The legislature shall not consider a  
7 request for funds to implement a collective bargaining agreement  
8 unless the request is transmitted to the legislature as part of the  
9 governor's budget document submitted under RCW 43.88.030 and  
10 43.88.060. If the legislature rejects or fails to act on the  
11 submission, either party may reopen all or part of the agreement or  
12 the exclusive bargaining representative may seek to implement the  
13 procedures provided for in RCW 41.80.090.

14 (4) (a) (i) For the purpose of negotiating agreements for  
15 institutions of higher education, the employer shall be the  
16 respective governing board of each of the universities, colleges, or  
17 community colleges or a designee chosen by the board to negotiate on  
18 its behalf.

19 (ii) A governing board of a university or college may elect to  
20 have its negotiations conducted by the governor or governor's  
21 designee under the procedures provided for general government  
22 agencies in subsections (1) through (3) of this section, except that:

23 (A) The governor or the governor's designee and an exclusive  
24 bargaining representative shall negotiate one master collective  
25 bargaining agreement for all of the bargaining units of employees of  
26 a university or college that the representative represents; or

27 (B) If the parties mutually agree, the governor or the governor's  
28 designee and an exclusive bargaining representative shall negotiate  
29 one master collective bargaining agreement for all of the bargaining  
30 units of employees of more than one university or college that the  
31 representative represents.

32 (iii) A governing board of a community college may elect to have  
33 its negotiations conducted by the governor or governor's designee  
34 under the procedures provided for general government agencies in  
35 subsections (1) through (3) of this section.

36 (b) Prior to entering into negotiations under this chapter, the  
37 institutions of higher education or their designees shall consult  
38 with the director of the office of financial management regarding  
39 financial and budgetary issues that are likely to arise in the  
40 impending negotiations.

1 (c)(i) In the case of bargaining agreements reached between  
2 institutions of higher education other than the University of  
3 Washington and exclusive bargaining representatives agreed to under  
4 the provisions of this chapter, if appropriations are necessary to  
5 implement the compensation and fringe benefit provisions of the  
6 bargaining agreements, the governor shall submit a request for such  
7 funds to the legislature according to the provisions of subsection  
8 (3) of this section, except as provided in (c)(iii) of this  
9 subsection.

10 (ii) In the case of bargaining agreements reached between the  
11 University of Washington and exclusive bargaining representatives  
12 agreed to under the provisions of this chapter, if appropriations are  
13 necessary to implement the compensation and fringe benefit provisions  
14 of a bargaining agreement, the governor shall submit a request for  
15 such funds to the legislature according to the provisions of  
16 subsection (3) of this section, except as provided in this subsection  
17 (4)(c)(ii) and as provided in (c)(iii) of this subsection.

18 (A) If appropriations of less than ten thousand dollars are  
19 necessary to implement the provisions of a bargaining agreement, a  
20 request for such funds shall not be submitted to the legislature by  
21 the governor unless the request has been submitted to the director of  
22 the office of financial management by October 1 prior to the  
23 legislative session at which the request is to be considered.

24 (B) If appropriations of ten thousand dollars or more are  
25 necessary to implement the provisions of a bargaining agreement, a  
26 request for such funds shall not be submitted to the legislature by  
27 the governor unless the request:

28 (I) Has been submitted to the director of the office of financial  
29 management by October 1 prior to the legislative session at which the  
30 request is to be considered; and

31 (II) Has been certified by the director of the office of  
32 financial management as being feasible financially for the state.

33 (C) If the director of the office of financial management does  
34 not certify a request under (c)(ii)(B) of this subsection as being  
35 feasible financially for the state, the parties shall enter into  
36 collective bargaining solely for the purpose of reaching a mutually  
37 agreed upon modification of the agreement necessary to address the  
38 absence of those requested funds. The legislature may act upon the  
39 compensation and fringe benefit provisions of the modified collective  
40 bargaining agreement if those provisions are agreed upon and

1 submitted to the office of financial management and legislative  
2 budget committees before final legislative action on the biennial or  
3 supplemental operating budget by the sitting legislature.

4 (iii) In the case of a bargaining unit of employees of  
5 institutions of higher education in which the exclusive bargaining  
6 representative is certified during or after the conclusion of a  
7 legislative session, the legislature may act upon the compensation  
8 and fringe benefit provisions of the unit's initial collective  
9 bargaining agreement if those provisions are agreed upon and  
10 submitted to the office of financial management and legislative  
11 budget committees before final legislative action on the biennial or  
12 supplemental operating budget by the sitting legislature.

13 (5) If, after the compensation and fringe benefit provisions of  
14 an agreement are approved by the legislature, a significant revenue  
15 shortfall occurs resulting in reduced appropriations, as declared by  
16 proclamation of the governor or by resolution of the legislature,  
17 both parties shall immediately enter into collective bargaining for a  
18 mutually agreed upon modification of the agreement.

19 (6) After the expiration date of a collective bargaining  
20 agreement negotiated under this chapter, all of the terms and  
21 conditions specified in the collective bargaining agreement remain in  
22 effect until the effective date of a subsequently negotiated  
23 agreement, not to exceed one year from the expiration date stated in  
24 the agreement. Thereafter, the employer may unilaterally implement  
25 according to law.

26 (7) For the 2013-2015 fiscal biennium, a collective bargaining  
27 agreement related to employee health care benefits negotiated between  
28 the employer and coalition pursuant to RCW 41.80.020(3) regarding the  
29 dollar amount expended on behalf of each employee shall be a separate  
30 agreement for which the governor may request funds necessary to  
31 implement the agreement. The legislature may act upon a 2013-2015  
32 collective bargaining agreement related to employee health care  
33 benefits if an agreement is reached and submitted to the office of  
34 financial management and legislative budget committees before final  
35 legislative action on the biennial or supplemental operating  
36 appropriations act by the sitting legislature.

37 (8)(a) For the 2015-2017 fiscal biennium, the governor may  
38 request funds to implement:

39 (i) Modifications to collective bargaining agreements as set  
40 forth in a memorandum of understanding negotiated between the

1 employer and the service employees international union healthcare  
2 1199nw, an exclusive bargaining representative, that was necessitated  
3 by an emergency situation or an imminent jeopardy determination by  
4 the center for medicare and medicaid services that relates to the  
5 safety or health of the clients, employees, or both the clients and  
6 employees.

7 (ii) Unilaterally implemented modifications to collective  
8 bargaining agreements, resulting from the employer being prohibited  
9 from negotiating with an exclusive bargaining representative due to a  
10 pending representation petition, necessitated by an emergency  
11 situation or an imminent jeopardy determination by the center for  
12 medicare and medicaid services that relates to the safety or health  
13 of the clients, employees, or both the clients and employees.

14 (iii) Modifications to collective bargaining agreements as set  
15 forth in a memorandum of understanding negotiated between the  
16 employer and the union of physicians of Washington, an exclusive  
17 bargaining representative, that was necessitated by an emergency  
18 situation or an imminent jeopardy determination by the center for  
19 medicare and medicaid services that relates to the safety or health  
20 of the clients, employees, or both the clients and employees. If the  
21 memorandum of understanding submitted to the legislature as part of  
22 the governor's budget document is rejected by the legislature, and  
23 the parties reach a new memorandum of understanding by June 30, 2016,  
24 within the funds, conditions, and limitations provided in section  
25 204, chapter 36, Laws of 2016 sp. sess., the new memorandum of  
26 understanding shall be considered approved by the legislature and may  
27 be retroactive to December 1, 2015.

28 (iv) Modifications to collective bargaining agreements as set  
29 forth in a memorandum of understanding negotiated between the  
30 employer and the teamsters union local 117, an exclusive bargaining  
31 representative, for salary adjustments for the state employee job  
32 classifications of psychiatrist, psychiatric social worker, and  
33 psychologist.

34 (b) For the 2015-2017 fiscal biennium, the legislature may act  
35 upon the request for funds for modifications to a 2015-2017  
36 collective bargaining agreement under (a)(i), (ii), (iii), and (iv)  
37 of this subsection if funds are requested by the governor before  
38 final legislative action on the supplemental omnibus appropriations  
39 act by the sitting legislature.



1 (c) The request for funding made under this subsection and any  
2 action by the legislature taken pursuant to this subsection is  
3 limited to the modifications described in this subsection and may not  
4 otherwise affect the original terms of the 2015-2017 collective  
5 bargaining agreement.

6 (d) Subsection (3)(a) and (b) of this section do not apply to  
7 requests for funding made pursuant to this subsection.

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

10 The intent and purpose of sections 4 through 10 of this act is to  
11 recognize that there exists a public policy in the state of  
12 Washington against strikes as a means of settling labor disputes;  
13 that the uninterrupted and dedicated service of uniformed personnel  
14 is vital to the welfare and public safety of the state of Washington;  
15 and to promote such dedicated and uninterrupted public service there  
16 should exist an effective and adequate alternative means of settling  
17 disputes.

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

20 Negotiations between the employer and the exclusive bargaining  
21 representative of a unit of uniformed personnel shall be commenced at  
22 least five months before the submission of the budget to the  
23 legislature. If no agreement has been reached sixty days after the  
24 commencement of such negotiations then, at any time thereafter,  
25 either party may declare that an impasse exists and may submit the  
26 dispute to the commission for mediation, with or without the  
27 concurrence of the other party. The commission shall appoint a  
28 mediator, who must promptly meet with the representatives of the  
29 parties, either jointly or separately, and take such other steps as  
30 the mediator deems appropriate in order to persuade the parties to  
31 resolve their differences and effect an agreement. A mediator does  
32 not have a power of compulsion. The mediator may consider only  
33 matters that are subject to bargaining under this chapter.

34 NEW SECTION. **Sec. 5.** A new section is added to chapter 41.80  
35 RCW to read as follows:

36 (1)(a) Within ten working days after the first Monday in  
37 September of every odd-numbered year, the state's bargaining

1 representative and the exclusive bargaining representative for the  
2 appropriate bargaining unit shall attempt to agree on an interest  
3 arbitration panel consisting of three members to be used if the  
4 parties are not successful in negotiating a comprehensive collective  
5 bargaining agreement. Each party shall name one person to serve as  
6 its arbitrator on the arbitration panel. The two members so appointed  
7 shall meet within seven days following the appointment of the later  
8 appointed member to attempt to choose a third member to act as the  
9 neutral chair of the arbitration panel. Upon the failure of the  
10 arbitrators to select a neutral chair within seven days, the two  
11 appointed members shall use one of the two following options in the  
12 appointment of the third member, who shall act as chair of the panel:

13 (i) By mutual consent, the two appointed members may jointly  
14 request the commission to, and the commission shall, appoint a third  
15 member within two days of such a request. Costs of each party's  
16 appointee shall be borne by each party respectively; other costs of  
17 the arbitration proceedings shall be borne by the commission; or

18 (ii) Either party may apply to the commission, the federal  
19 mediation and conciliation service, or the American arbitration  
20 association to provide a list of five qualified arbitrators from  
21 which the neutral chair shall be chosen.

22 (b) Each party shall pay the fees and expenses of its arbitrator,  
23 and the fees and expenses of the neutral chair must be shared equally  
24 between the parties.

25 (2) Immediately upon selecting an interest arbitration panel, the  
26 parties shall cooperate to reserve dates with the arbitration panel  
27 for potential arbitration between August 1st and September 15th of  
28 the following even-numbered year. The parties shall also prepare a  
29 schedule of at least five negotiation dates for the following year,  
30 absent an agreement to the contrary. The parties shall execute a  
31 written agreement before November 1st of each odd-numbered year  
32 setting forth the names of the members of the arbitration panel and  
33 the dates reserved for bargaining and arbitration. This subsection  
34 imposes minimum obligations only and is not intended to define or  
35 limit a party's full, good faith bargaining obligation under other  
36 sections of this chapter.

37 (3) If the parties are not successful in negotiating a  
38 comprehensive collective bargaining agreement, a hearing shall be  
39 held. The hearing must be informal and each party must have the  
40 opportunity to present evidence and make argument. No member of the

1 arbitration panel may present the case for a party to the  
2 proceedings. The rules of evidence prevailing in judicial proceedings  
3 may be considered, but are not binding, and any oral testimony or  
4 documentary evidence or other data deemed relevant by the chair of  
5 the arbitration panel may be received in evidence. A recording of the  
6 proceedings must be taken. The arbitration panel has the power to  
7 administer oaths, require the attendance of witnesses, and require  
8 the production of such books, papers, contracts, agreements, and  
9 documents as may be deemed by the panel to be material to a just  
10 determination of the issues in dispute. If any person refuses to obey  
11 a subpoena issued by the arbitration panel, or refuses to be sworn or  
12 to make an affirmation to testify, or any witness, party, or attorney  
13 for a party is guilty of any contempt while in attendance at any  
14 hearing held under this section, the arbitration panel may invoke the  
15 jurisdiction of the superior court in the county where the labor  
16 dispute exists, and the court has jurisdiction to issue an  
17 appropriate order. Any failure to obey the order may be punished by  
18 the court as a contempt thereof. The hearing conducted by the  
19 arbitration panel must be concluded within twenty-five days following  
20 the selection or designation of the neutral chair of the arbitration  
21 panel, unless the parties agree to a longer period.

22 (4) The neutral chair shall consult with the other members of the  
23 arbitration panel, and, within thirty days following the conclusion  
24 of the hearing, the neutral chair must make written findings of fact  
25 and a written determination of the issues in dispute, based on the  
26 evidence presented. A copy thereof must be served on the commission,  
27 on each of the other members of the arbitration panel, and on each of  
28 the parties to the dispute.

29 (5) Except as provided in this subsection, the written  
30 determination is final and binding upon both parties.

31 (a) The written determination is subject to review by the  
32 superior court upon the application of either party solely upon the  
33 question of whether the decision of the panel was arbitrary or  
34 capricious.

35 (b) The written determination is not binding on the legislature  
36 and, if the legislature does not approve the funds necessary to  
37 implement provisions pertaining to compensation and fringe benefits  
38 of an arbitrated collective bargaining agreement, is not binding on  
39 the state.

1 (6) The arbitration panel may consider only matters that are  
2 subject to bargaining under this chapter.

3 NEW SECTION. **Sec. 6.** A new section is added to chapter 41.80  
4 RCW to read as follows:

5 An interest arbitration panel created under section 5 of this  
6 act, in the performance of its duties under this chapter, exercises a  
7 state function and is, for the purposes of this chapter, a state  
8 agency. Chapter 34.05 RCW does not apply to proceedings before an  
9 interest arbitration panel under this chapter.

10 NEW SECTION. **Sec. 7.** A new section is added to chapter 41.80  
11 RCW to read as follows:

12 In making its determination, the panel must be mindful of the  
13 legislative purpose enumerated in section 3 of this act and, as  
14 additional standards or guidelines to aid it in reaching a decision,  
15 must take into consideration the following factors:

- 16 (1) The constitutional and statutory authority of the employer;  
17 (2) Stipulations of the parties;  
18 (3) Comparison of the hours and conditions of employment of  
19 personnel involved in the proceedings with the hours and conditions  
20 of employment of like personnel of like employers of similar size in  
21 the state of Washington;  
22 (4) Changes in any of the factors listed in this subsection  
23 during the pendency of the proceedings; and  
24 (5) Such other factors that are normally or traditionally taken  
25 into consideration in the determination of matters subject to  
26 bargaining under RCW 41.80.020(1).

27 NEW SECTION. **Sec. 8.** A new section is added to chapter 41.80  
28 RCW to read as follows:

29 During the pendency of the proceedings before the arbitration  
30 panel, existing wages, hours, and other conditions of employment  
31 shall not be changed by action of either party without the consent of  
32 the other but a party may so consent without prejudice to the party's  
33 rights or position under sections 4 through 10 of this act.

34 NEW SECTION. **Sec. 9.** A new section is added to chapter 41.80  
35 RCW to read as follows:

1 (1) If the representative of either or both the uniformed  
2 personnel and the employer refuses to submit to the procedures set  
3 forth in sections 4 and 5 of this act, the parties, or the commission  
4 on its own motion, may invoke the jurisdiction of the superior court  
5 for the county in which the labor dispute exists and the court shall  
6 have jurisdiction to issue an appropriate order. A failure to obey  
7 the order may be punished by the court as a contempt thereof.

8 (2) Except as provided in this subsection, a decision of the  
9 arbitration panel is final and binding on the parties, and may be  
10 enforced at the instance of either party, the arbitration panel, or  
11 the commission in the superior court for the county where the dispute  
12 arose.

13 (a) The written determination is subject to review by the  
14 superior court upon the application of either party solely upon the  
15 question of whether the decision of the panel was arbitrary or  
16 capricious.

17 (b) The written determination is not binding on the legislature  
18 and, if the legislature does not approve the funds necessary to  
19 implement provisions pertaining to compensation and fringe benefits  
20 of an arbitrated collective bargaining agreement, is not binding on  
21 the state.

22 NEW SECTION. **Sec. 10.** A new section is added to chapter 41.80  
23 RCW to read as follows:

24 The right of uniformed personnel to engage in any strike, work  
25 slowdown, or stoppage is not granted. An employee organization  
26 recognized as the exclusive bargaining representative of uniformed  
27 personnel subject to this chapter that willfully disobeys a lawful  
28 order of enforcement by a superior court under this section and  
29 section 9 of this act, or willfully offers resistance to an order,  
30 whether by strike or otherwise, is in contempt of court as provided  
31 in chapter 7.21 RCW. An employer that willfully disobeys a lawful  
32 order of enforcement by a superior court under section 9 of this act  
33 or willfully offers resistance to such order is in contempt of court  
34 as provided in chapter 7.21 RCW.

35 NEW SECTION. **Sec. 11.** A new section is added to chapter 41.80  
36 RCW to read as follows:

37 (1) By January 1, 2020, the public employment relations  
38 commission shall review the appropriateness of the bargaining units

1 that consist of or include uniformed personnel and exist on the  
2 effective date of this section. If the commission determines that an  
3 existing bargaining unit is not appropriate under RCW 41.80.070, the  
4 commission may modify the unit.

5 (2) The exclusive bargaining representatives certified to  
6 represent the bargaining units that consist of or include uniformed  
7 personnel and exist on the effective date of this section shall  
8 continue as the exclusive bargaining representative without the  
9 necessity of an election as of the effective date of this section.  
10 However, there may be proceedings concerning representation under  
11 this chapter thereafter.

--- END ---