
SENATE BILL 6053

State of Washington 63rd Legislature 2014 Regular Session

By Senators Honeyford, Rivers, Dammeier, Braun, and Angel

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

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

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

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

8 (1) A collective bargaining agreement may:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17 **Sec. 4.** RCW 28B.52.045 and 1987 c 314 s 8 are each amended to read
18 as follows:

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

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

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

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

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

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

26 A collective bargaining agreement may:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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