

**HB 2079 - S AMD 484**

By Senator Clements

**NOT ADOPTED 4/13/2007**

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

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

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

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

24 (3) A union security provision in a collective bargaining agreement  
25 is not permitted and ceases to be binding unless the employee  
26 organization that is the exclusive bargaining representative of  
27 employees covered by a union security provision permitted in this  
28 chapter and any affiliated organization collecting dues, fees, or  
29 assessments pursuant to a union security provision:

30 (a) Provides each employee with annual written notice, separate  
31 from any other publication, conspicuously explaining the affected  
32 employees' right to decline membership in the union and the process for  
33 paying a work place representation fee, the services the bargaining

1 agent will provide for that fee, and the process for receiving any  
2 funds collected as agency fees but not used for purposes germane to the  
3 collective bargaining process or to contract administration;

4 (b) Provides each employee with annual written notice, separate  
5 from any other publication, conspicuously explaining that employees  
6 have a right of nonassociation when based upon bona fide religious  
7 tenets or teachings of a church or religious body of which such  
8 employee is a member, and the process for exercising this right;

9 (c) Provides each employee with an annual written notice specifying  
10 the financial information the exclusive bargaining representative or  
11 affiliated organization will make available to the affected employee  
12 upon request. Any exclusive bargaining representative with annual  
13 receipts of two hundred thousand dollars or more shall, on request by  
14 an affected employee, provide the employee with detailed and timely  
15 information as specified in rule by the commission on at least the  
16 following:

17 (i) Salary, the cost of fringe benefits, allowances, and other  
18 direct or indirect disbursements to each officer of the exclusive  
19 bargaining representative and to the support staff, as well as all  
20 contributions to state or national affiliates and any official or  
21 employee thereof;

22 (ii) All income received or the value of services furnished to an  
23 exclusive bargaining representative by either a parent affiliated labor  
24 organization or by any other labor organization on behalf of the  
25 exclusive bargaining representative; and

26 (iii) An itemization of the total amount spent by the exclusive  
27 bargaining representative for such items as contract negotiation and  
28 administration, organizing activities, labor dispute activities, public  
29 relations activities, political activities, voter education and issue  
30 advocacy activities, contributions to charitable, nonprofit, or  
31 community organizations, and travel expenses;

32 (d) Permits all members of the bargaining unit equal ability to  
33 affect decisions related to work place representation; and

34 (e) Does not expend or divert funds collected as work place  
35 representation dues or fees to make contributions or expenditures to  
36 influence an election or to operate a political committee, unless an  
37 assessment for such use is affirmatively authorized by an affected  
38 employee. Such authorized assessments must be segregated from dues and

1 fees collected pursuant to the collective bargaining agreement and  
2 reported pursuant to RCW 42.17.040.

3 (4) An employee who is covered by a union security provision and  
4 who asserts a right of nonassociation based on bona fide religious  
5 tenets or teachings of a church or religious body of which such  
6 employee is a member shall either have his or her right accommodated by  
7 the reduction or waiver of the representation fees, or pay to a  
8 nonreligious charity or other charitable organization an amount of  
9 money equivalent to ((the periodic dues and initiation fees uniformly  
10 required as a condition of acquiring or retaining membership in the  
11 exclusive bargaining representative)) a pro rata share of expenditures  
12 for purposes germane to the collective bargaining process, to contract  
13 administration, or to pursuing matters affecting wages, hours, and  
14 other conditions of employment. The charity shall be agreed upon by  
15 the employee and the employee organization to which such employee would  
16 otherwise pay the dues and fees. The employee shall furnish written  
17 proof that such payments have been made. If the employee and the  
18 employee organization do not reach agreement on such matter, the  
19 commission shall designate the charitable organization. The employee  
20 shall not be a member of the employee organization but is entitled to  
21 all the representation rights of a member of the employee organization.

22 **Sec. 2.** RCW 41.56.122 and 1975 1st ex.s. c 296 s 22 are each  
23 amended to read as follows:

24 A collective bargaining agreement may:

25 (1) Contain union security provisions: PROVIDED, That nothing in  
26 this section shall authorize a closed shop provision: PROVIDED  
27 FURTHER, That agreements involving union security provisions must  
28 safeguard the right of nonassociation of public employees based on bona  
29 fide religious tenets or teachings of a church or religious body of  
30 which such public employee is a member. Such public employee shall  
31 either have his or her right accommodated by the reduction or waiver of  
32 the representation fees, or pay an amount of money equivalent to  
33 ((regular union dues and initiation fee —)) a pro rata share of  
34 expenditures for purposes germane to the collective bargaining process,  
35 to contract administration, or to pursuing matters affecting wages,  
36 hours, and other conditions of employment to a nonreligious charity or  
37 to another charitable organization mutually agreed upon by the public  
38 employee affected and the bargaining representative to which such

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

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

17 **Sec. 3.** RCW 41.76.045 and 2002 c 356 s 12 are each amended to read  
18 as follows:

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

1       (3) A union security provision in a collective bargaining agreement  
2 is not permitted and ceases to be binding unless the employee  
3 organization that is the exclusive bargaining representative of  
4 employees covered by a union security provision permitted in this  
5 chapter and any affiliated organization collecting dues, fees, or  
6 assessments pursuant to a union security provision:

7       (a) Provides each faculty member with annual written notice,  
8 separate from any other publication, conspicuously explaining the  
9 affected faculty members' right to decline membership in the union and  
10 the process for paying a work place representation fee, the services  
11 the bargaining agent will provide for that fee, and the process for  
12 receiving any funds collected as agency fees but not used for purposes  
13 germane to the collective bargaining process or to contract  
14 administration;

15       (b) Provides each faculty member with annual written notice,  
16 separate from any other publication, conspicuously explaining that  
17 faculty members have a right of nonassociation when based upon bona  
18 fide religious tenets or teachings of a church or religious body of  
19 which such faculty member is a member, and the process for exercising  
20 this right;

21       (c) Provides each employee with an annual written notice specifying  
22 the financial information the exclusive bargaining representative or  
23 affiliated organization will make available to the affected employee  
24 upon request. Any exclusive bargaining representative with annual  
25 receipts of two hundred thousand dollars or more shall, on request by  
26 an affected employee, provide the employee with detailed and timely  
27 information as specified in rule by the commission on at least the  
28 following:

29       (i) Salary, the cost of fringe benefits, allowances, and other  
30 direct or indirect disbursements to each officer of the exclusive  
31 bargaining representative and to the support staff, as well as all  
32 contributions to state or national affiliates and any official or  
33 employee thereof;

34       (ii) All income received or the value of services furnished to an  
35 exclusive bargaining representative by either a parent affiliated labor  
36 organization or by any other labor organization on behalf of the  
37 exclusive bargaining representative; and

38       (iii) An itemization of the total amount spent by the exclusive  
39 bargaining representative for such items as contract negotiation and

1 administration, organizing activities, labor dispute activities, public  
2 relations activities, political activities, voter education and issue  
3 advocacy activities, contributions to charitable, nonprofit, or  
4 community organizations, and travel expenses;

5 (d) Permits all members of the bargaining unit equal ability to  
6 affect decisions related to work place representation; and

7 (e) Does not expend or divert funds collected as work place  
8 representation dues or fees to make contributions or expenditures to  
9 influence an election or to operate a political committee, unless an  
10 assessment for such use is affirmatively authorized by an affected  
11 faculty member. Such authorized assessments must be segregated from  
12 dues and fees collected pursuant to the collective bargaining agreement  
13 and reported pursuant to RCW 42.17.040.

14 (4) A faculty member who is covered by a union security provision  
15 and who asserts a right of nonassociation based on bona fide religious  
16 tenets or teachings of a church or religious body of which such faculty  
17 member is a member shall either have his or her right accommodated by  
18 the reduction or waiver of the representation fees, or pay to a  
19 nonreligious charity or other charitable organization an amount of  
20 money equivalent to ((the periodic dues and initiation fees uniformly  
21 required as a condition of acquiring or retaining membership in the  
22 exclusive bargaining representative)) a pro rata share of expenditures  
23 for purposes germane to the collective bargaining process, to contract  
24 administration, or to pursuing matters affecting wages, hours, and  
25 other conditions of employment. The charity shall be agreed upon by  
26 the faculty member and the employee organization to which such faculty  
27 member would otherwise pay the dues and fees. The faculty member shall  
28 furnish written proof that such payments have been made. If the  
29 faculty member and the employee organization do not reach agreement on  
30 such matter, the dispute shall be submitted to the commission for  
31 determination. The employee shall not be a member of the employee  
32 organization but is entitled to all the representation rights of a  
33 member of the employee organization.

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

36 (1) A collective bargaining agreement may include union security  
37 provisions including an agency shop, but not a union or closed shop.  
38 If an agency shop provision is agreed to, the employer shall enforce it

1 by deducting from the salary payments to members of the bargaining unit  
2 the dues required of membership in the bargaining representative, or,  
3 for nonmembers thereof, a fee equivalent to or less than such dues.

4 (2) A union security provision in a collective bargaining agreement  
5 is not permitted and ceases to be binding unless the employee  
6 organization that is the exclusive bargaining representative of  
7 employees covered by a union security provision permitted in this  
8 chapter and any affiliated organization collecting dues, fees, or  
9 assessments pursuant to a union security provision:

10 (a) Provides each employee with annual written notice, separate  
11 from any other publication, conspicuously explaining the affected  
12 employees' right to decline membership in the union and the process for  
13 paying a work place representation fee, the services the bargaining  
14 agent will provide for that fee, and the process for receiving any  
15 funds collected as agency fees but not used for purposes germane to the  
16 collective bargaining process or to contract administration;

17 (b) Provides each employee with annual written notice, separate  
18 from any other publication, conspicuously explaining that employees  
19 have a right of nonassociation when based upon bona fide religious  
20 tenets or teachings of a church or religious body of which such  
21 employee is a member, and the process for exercising this right;

22 (c) Provides each employee with an annual written notice specifying  
23 the financial information the exclusive bargaining representative or  
24 affiliated organization will make available to the affected employee  
25 upon request. Any exclusive bargaining representative with annual  
26 receipts of two hundred thousand dollars or more shall, on request by  
27 an affected employee, provide the employee with detailed and timely  
28 information as specified in rule by the commission on at least the  
29 following:

30 (i) Salary, the cost of fringe benefits, allowances, and other  
31 direct or indirect disbursements to each officer of the exclusive  
32 bargaining representative and to the support staff, as well as all  
33 contributions to state or national affiliates and any official or  
34 employee thereof;

35 (ii) All income received or the value of services furnished to an  
36 exclusive bargaining representative by either a parent affiliated labor  
37 organization or by any other labor organization on behalf of the  
38 exclusive bargaining representative; and

1 (iii) An itemization of the total amount spent by the exclusive  
2 bargaining representative for such items as contract negotiation and  
3 administration, organizing activities, labor dispute activities, public  
4 relations activities, political activities, voter education and issue  
5 advocacy activities, contributions to charitable, nonprofit, or  
6 community organizations, and travel expenses;

7 (d) Permits all members of the bargaining unit equal ability to  
8 affect decisions related to work place representation; and

9 (e) Does not expend or divert funds collected as work place  
10 representation dues or fees to make contributions or expenditures to  
11 influence an election or to operate a political committee, unless an  
12 assessment for such use is affirmatively authorized by an affected  
13 employee. Such authorized assessments must be segregated from dues and  
14 fees collected pursuant to the collective bargaining agreement and  
15 reported pursuant to RCW 42.17.040.

16 (3) All union security provisions must safeguard the right of  
17 nonassociation of employees based on bona fide religious tenets or  
18 teachings of a church or religious body of which such employee is a  
19 member. Such employee shall either have his or her right accommodated  
20 by the reduction or waiver of the representation fees, or pay an amount  
21 of money equivalent to ((regular dues and fees)) a pro rata share of  
22 expenditures for purposes germane to the collective bargaining process,  
23 to contract administration, or to pursuing matters affecting wages,  
24 hours, and other conditions of employment to a nonreligious charity or  
25 to another charitable organization mutually agreed upon by the employee  
26 affected and the bargaining representative to which such employee would  
27 otherwise pay the dues and fees. The employee shall furnish written  
28 proof that such payment has been made. If the employee and the  
29 bargaining representative do not reach agreement on such matter, the  
30 commission shall designate the charitable organization. The employee  
31 shall not be a member of the employee organization but is entitled to  
32 all the representation rights of a member of the employee organization.

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

35 (1) A collective bargaining agreement may contain a union security  
36 provision requiring as a condition of employment the payment, no later  
37 than the thirtieth day following the beginning of employment or July 1,  
38 2004, whichever is later, of an agency shop fee to the employee



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

11 (2) A union security provision in a collective bargaining agreement  
12 is not permitted and ceases to be binding unless the employee  
13 organization that is the exclusive bargaining representative of  
14 employees covered by a union security provision permitted in this  
15 chapter and any affiliated organization collecting dues, fees, or  
16 assessments pursuant to a union security provision:

17 (a) Provides each employee with annual written notice, separate  
18 from any other publication, conspicuously explaining the affected  
19 employees' right to decline membership in the union and the process for  
20 paying a work place representation fee, the services the bargaining  
21 agent will provide for that fee and the process for receiving any funds  
22 collected as agency fees but not used for purposes germane to the  
23 collective bargaining process or to contract administration;

24 (b) Provides each employee with annual written notice, separate  
25 from any other publication, conspicuously explaining that employees  
26 have a right of nonassociation when based upon bona fide religious  
27 tenets or teachings of a church or religious body of which such  
28 employee is a member, and the process for exercising this right;

29 (c) Provides each employee with an annual written notice specifying  
30 the financial information the exclusive bargaining representative or  
31 affiliated organization will make available to the affected employee  
32 upon request. Any exclusive bargaining representative with annual  
33 receipts of two hundred thousand dollars or more shall, on request by  
34 an affected employee, provide the employee with detailed and timely  
35 information as specified in rule by the commission on at least the  
36 following:

37 (i) Salary, the cost of fringe benefits, allowances, and other  
38 direct or indirect disbursements to each officer of the exclusive  
39 bargaining representative and to the support staff, as well as all

1 contributions to state or national affiliates and any official or  
2 employee thereof;

3 (ii) All income received or the value of services furnished to an  
4 exclusive bargaining representative by either a parent affiliated labor  
5 organization or by any other labor organization on behalf of the  
6 exclusive bargaining representative; and

7 (iii) An itemization of the total amount spent by the exclusive  
8 bargaining representative for such items as contract negotiation and  
9 administration, organizing activities, labor dispute activities, public  
10 relations activities, political activities, voter education and issue  
11 advocacy activities, contributions to charitable, nonprofit, or  
12 community organizations, and travel expenses;

13 (d) Permits all members of the bargaining unit equal ability to  
14 affect decisions related to work place representation; and

15 (e) Does not expend or divert funds collected as work place  
16 representation dues or fees to make contributions or expenditures to  
17 influence an election or to operate a political committee, unless an  
18 assessment for such use is affirmatively authorized by an affected  
19 employee. Such authorized assessments must be segregated from dues and  
20 fees collected pursuant to the collective bargaining agreement and  
21 reported pursuant to RCW 42.17.040.

22 (3) An employee who is covered by a union security provision and  
23 who asserts a right of nonassociation based on bona fide religious  
24 tenets, or teachings of a church or religious body of which the  
25 employee is a member, shall(~~(, as a condition of employment, make~~  
26 payments to the employee organization, for purposes within the program  
27 of the employee organization as designated by the employee that would  
28 be in harmony with his or her individual conscience. The amount of the  
29 payments shall be equal to the periodic dues and fees uniformly  
30 required as a condition of acquiring or retaining membership in the  
31 employee organization minus any included monthly premiums for insurance  
32 programs sponsored by the employee organization)) either have his or  
33 her right accommodated by the reduction or waiver of the representation  
34 fees, or pay to a nonreligious charity or other charitable organization  
35 an amount of money equivalent to a pro rata share of expenditures for  
36 purposes germane to the collective bargaining process, to contract  
37 administration, or to pursuing matters affecting wages, hours, and  
38 other conditions of employment. The employee shall not be a member of

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

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

13 ~~((4))~~ (5) Employee organizations that before July 1, 2004, were  
14 entitled to the benefits of this section shall continue to be entitled  
15 to these benefits.

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

18 (1) A collective bargaining agreement may include union security  
19 provisions including an agency shop, but not a union or closed shop.  
20 If an agency shop provision is agreed to, the employer shall enforce it  
21 by deducting from the salary payments to members of the bargaining unit  
22 the dues required of membership in the bargaining representative, or,  
23 for nonmembers thereof, a fee equivalent to or less than such dues.

24 (2) A union security provision in a collective bargaining agreement  
25 is not permitted and ceases to be binding unless the employee  
26 organization that is the exclusive bargaining representative of  
27 employees covered by a union security provision permitted in this  
28 chapter and any affiliated organization collecting dues, fees, or  
29 assessments pursuant to a union security provision:

30 (a) Provides each employee with annual written notice, separate  
31 from any other publication, conspicuously explaining the affected  
32 employees' right to decline membership in the union and the process for  
33 paying a work place representation fee, the services the bargaining  
34 agent will provide for that fee, and the process for receiving any  
35 funds collected as agency fees but not used for purposes germane to the  
36 collective bargaining process or to contract administration;

37 (b) Provides each employee with annual written notice, separate  
38 from any other publication, conspicuously explaining that employees

1 have a right of nonassociation when based upon bona fide religious  
2 tenets or teachings of a church or religious body of which such  
3 employee is a member, and the process for exercising this right;

4 (c) Provides each employee with an annual written notice specifying  
5 the financial information the exclusive bargaining representative or  
6 affiliated organization will make available to the affected employee  
7 upon request. Any exclusive bargaining representative with annual  
8 receipts of two hundred thousand dollars or more shall, on request by  
9 an affected employee, provide the employee with detailed and timely  
10 information as specified in rule by the commission on at least the  
11 following:

12 (i) Salary, the cost of fringe benefits, allowances, and other  
13 direct or indirect disbursements to each officer of the exclusive  
14 bargaining representative and to the support staff, as well as all  
15 contributions to state or national affiliates and any official or  
16 employee thereof;

17 (ii) All income received or the value of services furnished to an  
18 exclusive bargaining representative by either a parent affiliated labor  
19 organization or by any other labor organization on behalf of the  
20 exclusive bargaining representative; and

21 (iii) An itemization of the total amount spent by the exclusive  
22 bargaining representative for such items as contract negotiation and  
23 administration, organizing activities, labor dispute activities, public  
24 relations activities, political activities, voter education and issue  
25 advocacy activities, contributions to charitable, nonprofit, or  
26 community organizations, and travel expenses;

27 (d) Permits all members of the bargaining unit equal ability to  
28 affect decisions related to work place representation; and

29 (e) Does not expend or divert funds collected as work place  
30 representation dues or fees to make contributions or expenditures to  
31 influence an election or to operate a political committee, unless an  
32 assessment for such use is affirmatively authorized by an affected  
33 employee. Such authorized assessments must be segregated from dues and  
34 fees collected pursuant to the collective bargaining agreement and  
35 reported pursuant to RCW 42.17.040.

36 (3) All union security provisions shall safeguard the right of  
37 nonassociation of employees based on bona fide religious tenets or  
38 teachings of a church or religious body of which such employee is a  
39 member. Such employee shall either have his or her right accommodated

1 by the reduction or waiver of the representation fees, or pay an amount  
2 of money equivalent to ((regular dues and fees)) a pro rata share of  
3 expenditures for purposes germane to the collective bargaining process,  
4 to contract administration, or to pursuing matters affecting wages,  
5 hours, and other conditions of employment to a nonreligious charity or  
6 to another charitable organization mutually agreed upon by the employee  
7 affected and the bargaining representative to which such employee would  
8 otherwise pay the dues and fees. The employee shall furnish written  
9 proof that such payment has been made. If the employee and the  
10 bargaining representative do not reach agreement on such matter, the  
11 commission shall designate the charitable organization. The employee  
12 shall not be a member of the employee organization but is entitled to  
13 all the representation rights of a member of the employee  
14 organization."

15 Renumber the sections consecutively and correct any internal  
16 references accordingly.

17

18 **HB 2079** - S AMD **484**  
19 By Senator Clements

20

**NOT ADOPTED 4/13/2007**

21 On page 1, line 1 of the title, after "fees;", strike the remainder  
22 of the title and insert "amending RCW 28B.52.045, 41.56.122, 41.76.045,  
23 41.59.100, 41.80.100, and 47.64.160; and creating a new section."

--- END ---

**EFFECT:** Amends statutes regarding collective bargaining agreements to require pro rata accounting for actual collective bargaining and labor representation costs.

Prohibits the inclusion of a union security provision in a collective bargaining agreement unless the labor organization provides each employee with annual written notice informing the employee:

- on the right to decline membership and the process for paying only a representation fee;
- that each employee has a right of nonassociation with the organization; and
- about specific financial information of the exclusive bargaining unit.

The labor organization must also permit all members of the bargaining unit equal representation and may not use agency shop fees for political campaign contributions without affirmative authorization.