

HB 2751 - S AMD TO LBRC COMM AMD (S-5321.1/18) 797
By Senator Braun

OUT OF ORDER 02/28/2018

1 Beginning on page 2, at the beginning of line 12 of the
2 amendment, strike all material through "employee." on page 8, line 19
3 and insert the following:

4 "(d) The employer shall be held harmless for any damages arising
5 from the deduction of dues or fees from an employee's pay subject to
6 a union security clause under (c)(i) of this subsection if such
7 deduction is found to violate any rights of the employee guaranteed
8 under state or federal law. However, this subsection (d) does not
9 apply to the exclusive bargaining representative.

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

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

25 (1) Upon the written authorization of (~~any public~~) an employee
26 within the bargaining unit and after the certification or recognition
27 of (~~such~~) the bargaining unit's exclusive bargaining
28 representative, the (~~public~~) employer shall deduct from the (~~pay~~
29 ~~of such public~~) payments to the employee the monthly amount of dues
30 as certified by the secretary of the exclusive bargaining
31 representative and shall transmit the same to the treasurer of the
32 exclusive bargaining representative.

1 (2)(a) If the employer and the exclusive bargaining
2 representative of a bargaining unit enter into a collective
3 bargaining agreement that:

4 (i) Includes a union security provision authorized under RCW
5 41.56.122, the employer must enforce the agreement by deducting from
6 the payments to bargaining unit members the dues required for
7 membership in the exclusive bargaining representative, or, for
8 nonmembers thereof, a fee equivalent to the dues; or

9 (ii) Includes requirements for deductions of payments other than
10 the deduction under (a) of this subsection, the employer must make
11 such deductions upon written authorization of the employee.

12 (b) The employer shall be held harmless for any damages arising
13 from the deduction of dues or fees from an employee's pay subject to
14 a union security clause under (a) of this subsection if such
15 deduction is found to violate any rights of the employee guaranteed
16 under state or federal law. However, this subsection (b) does not
17 apply to the exclusive bargaining representative.

18 **Sec. 2.** RCW 41.59.060 and 1975 1st ex.s. c 288 s 7 are each
19 amended to read as follows:

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

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

1 ~~bargaining representative shall be deducted from the salary of~~
2 ~~employees in the bargaining unit.))~~ (a) Upon written authorization of
3 an employee within the bargaining unit and after the certification or
4 recognition of the bargaining unit's exclusive bargaining
5 representative, the employer must deduct from the payments to the
6 employee the monthly amount of dues as certified by the secretary of
7 the exclusive bargaining representative and must transmit the same to
8 the treasurer of the exclusive bargaining representative.

9 (b) If the employer and the exclusive bargaining representative
10 of a bargaining unit enter into a collective bargaining agreement
11 that:

12 (i) Includes a union security provision authorized under RCW
13 41.59.100, the employer must enforce the agreement by deducting from
14 the payments to bargaining unit members the dues required for
15 membership in the exclusive bargaining representative, or, for
16 nonmembers thereof, a fee equivalent to the dues; or

17 (ii) Includes requirements for deductions of payments other than
18 the deduction under (b)(i) of this subsection, the employer must make
19 such deductions upon written authorization of the employee.

20 (c) The employer shall be held harmless for any damages arising
21 from the deduction of dues or fees from an employee's pay subject to
22 a union security clause under (b)(i) of this subsection if such
23 deduction is found to violate any rights of the employee guaranteed
24 under state or federal law. However, this subsection (c) does not
25 apply to the exclusive bargaining representative.

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

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

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

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

10 ~~(3)) (b) Upon written authorization of an employee within the~~
11 ~~bargaining unit and after the certification or recognition of the~~
12 ~~bargaining unit's exclusive bargaining representative, the employer~~
13 ~~must deduct from the payments to the employee the monthly amount of~~
14 ~~dues as certified by the secretary of the exclusive bargaining~~
15 ~~representative and must transmit the same to the treasurer of the~~
16 ~~exclusive bargaining representative.~~

17 ~~(c) If the employer and the exclusive bargaining representative~~
18 ~~of a bargaining unit enter into a collective bargaining agreement~~
19 ~~that:~~

20 ~~(i) Includes a union security provision authorized under (a) of~~
21 ~~this subsection, the employer must enforce the agreement by deducting~~
22 ~~from the payments to bargaining unit members the dues required for~~
23 ~~membership in the exclusive bargaining representative, or, for~~
24 ~~nonmembers thereof, a fee equivalent to the dues; or~~

25 ~~(ii) Includes requirements for deductions of payments other than~~
26 ~~the deduction under (c)(i) of this subsection, the employer must make~~
27 ~~such deductions upon written authorization of the employee.~~

28 ~~(d) The employer shall be held harmless for any damages arising~~
29 ~~from the deduction of dues or fees from an employee's pay subject to~~
30 ~~a union security clause under (c)(i) of this subsection if such~~
31 ~~deduction is found to violate any rights of the employee guaranteed~~
32 ~~under state or federal law. However, this subsection (d) does not~~
33 ~~apply to the exclusive bargaining representative.~~

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

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

8 **Sec. 4.** RCW 41.80.100 and 2002 c 354 s 311 are each amended to
9 read as follows:

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

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

38 ~~(3) ((Upon filing with the employer the written authorization of~~
39 ~~a bargaining unit employee under this chapter, the employee~~

~~organization that is the exclusive bargaining representative of the bargaining unit shall have the exclusive right to have deducted from the salary of the employee an amount equal to the fees and dues uniformly required as a condition of acquiring or retaining membership in the employee organization. The fees and dues shall be deducted each pay period from the pay of all employees who have given authorization for the deduction and shall be transmitted by the employer as provided for by agreement between the employer and the employee organization.)~~)

(a) Upon written authorization of an employee within the bargaining unit and after the certification or recognition of the bargaining unit's exclusive bargaining representative, the employer must deduct from the payments to the employee the monthly amount of dues as certified by the secretary of the exclusive bargaining representative and must transmit the same to the treasurer of the exclusive bargaining representative.

(b) If the employer and the exclusive bargaining representative of a bargaining unit enter into a collective bargaining agreement that:

(i) Includes a union security provision authorized under subsection (1) of this section, the employer must enforce the agreement by deducting from the payments to bargaining unit members the dues required for membership in the exclusive bargaining representative, or, for nonmembers thereof, a fee equivalent to the dues; or

(ii) Includes requirements for deductions of payments other than the deduction under (b)(i) of this subsection, the employer must make such deductions upon written authorization of the employee.

(c) The employer shall be held harmless for any damages arising from the deduction of dues or fees from an employee's pay subject to a union security clause under (b)(i) of this subsection if such deduction is found to violate any rights of the employee guaranteed under state or federal law. However, this subsection (c) does not apply to the exclusive bargaining representative.

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

Sec. 5. RCW 49.39.080 and 2010 c 6 s 9 are each amended to read as follows:

1 (1) Upon the written authorization of ((any symphony musician))
2 an employee within the bargaining unit and after the certification or
3 recognition of the bargaining unit's exclusive bargaining
4 representative, the employer must deduct from the ((pay of the
5 symphony musician)) payments to the employee the monthly amount of
6 dues as certified by the secretary of the exclusive bargaining
7 representative and must transmit the ((dues)) same to the treasurer
8 of the exclusive bargaining representative.

9 (2)(a) If the employer and the exclusive bargaining
10 representative of a bargaining unit enter into a collective
11 bargaining agreement that:

12 (i) Includes a union security provision authorized under RCW
13 49.39.090, the employer must enforce the agreement by deducting from
14 the payments to bargaining unit members the dues required for
15 membership in the exclusive bargaining representative, or, for
16 nonmembers thereof, a fee equivalent to the dues; or

17 (ii) Includes requirements for deductions of payments other than
18 the deduction under (a) of this subsection, the employer must make
19 such deductions upon written authorization of the employee.

20 (b) The employer shall be held harmless for any damages arising
21 from the deduction of dues or fees from an employee's pay subject to
22 a union security clause under (a) of this subsection if such
23 deduction is found to violate any rights of the employee guaranteed
24 under state or federal law. However, this subsection (b) does not
25 apply to the exclusive bargaining representative.

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

28 (1) A collective bargaining agreement may include union security
29 provisions including an agency shop, but not a union or closed shop.
30 ((If an agency shop provision is agreed to, the employer shall
31 enforce it by deducting from the salary payments to members of the
32 bargaining unit the dues required of membership in the bargaining
33 representative, or, for nonmembers thereof, a fee equivalent to such
34 dues.))

35 (2)(a) Upon written authorization of an employee within the
36 bargaining unit and after the certification or recognition of the
37 bargaining unit's exclusive bargaining representative, the employer
38 must deduct from the payments to the employee the monthly amount of
39 dues as certified by the secretary of the exclusive bargaining

1 representative and must transmit the same to the treasurer of the
2 exclusive bargaining representative.

3 (b) If the employer and the exclusive bargaining representative
4 of a bargaining unit enter into a collective bargaining agreement
5 that:

6 (i) Includes a union security provision authorized under
7 subsection (1) of this section, the employer must enforce the
8 agreement by deducting from the payments to bargaining unit members
9 the dues required for membership in the exclusive bargaining
10 representative, or, for nonmembers thereof, a fee equivalent to the
11 dues; or

12 (ii) Includes requirements for deductions of payments other than
13 the deduction under (b)(i) of this subsection, the employer must make
14 such deductions upon written authorization of the employee.

15 (c) The employer shall be held harmless for any damages arising
16 from the deduction of dues or fees from an employee's pay subject to
17 a union security clause under (b)(i) of this subsection if such
18 deduction is found to violate any rights of the employee guaranteed
19 under state or federal law. However, this subsection (c) does not
20 apply to the exclusive bargaining representative."

EFFECT: Holds an employer harmless for any damages arising from the deduction of dues or fees from an employee's pay without written authorization subject to a union security clause if such a deduction is found to violate any rights guaranteed under state or federal law. Provides that an exclusive bargaining representative is not held harmless.

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