

2SSB 6045 - S AMD 681
By Senator Saldaña

NOT CONSIDERED 03/12/2026

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

3 "NEW SECTION. **Sec. 1.** Access to the collective and individual
4 protections afforded by established federal and state labor laws, as
5 well as ensuring stable, effective, and efficient labor-management
6 relations, is a vital state interest that has critical benefit to the
7 state's economic and social development. Therefore, this act
8 guarantees agricultural employees the full freedom of association,
9 self-organization, and designation of representatives of their own
10 choosing, to negotiate the terms and conditions of their employment,
11 and that they shall be free from interference, restraint, or coercion
12 of agricultural employers of labor, or their agents, in the
13 designation of such representatives or in self-organization or in
14 other concerted activities for the purpose of collective bargaining
15 or other mutual aid or protections and extends collective bargaining
16 rights to agricultural employees.

17 The agricultural context often poses significant barriers for
18 employees attempting to undertake concerted activity, such as
19 seasonal and short-term employment and high numbers of employees who
20 are limited English proficient and have had limited opportunity for
21 educational attainment. It is the policy of the state to administer
22 agricultural collective bargaining rights in a manner that takes
23 these barriers into account, including by having procedures that are
24 expeditious and linguistically and culturally appropriate. This act
25 shall be liberally construed to ensure agricultural employees' rights
26 to self-organization and to collective bargaining.

27 NEW SECTION. **Sec. 2.** This chapter applies to agricultural
28 employees and agricultural employers.

29 NEW SECTION. **Sec. 3.** The definitions in this section apply
30 throughout this chapter.

1 (1) (a) "Agricultural employee" means any person engaged in
2 agriculture, any individual engaged or permitted by an agricultural
3 employer to work on a farm, and also means a person engaged in the
4 canning, processing, preserving, freezing, drying, marketing,
5 storing, packing for shipment, or distributing of:

6 (i) Agricultural produce;

7 (ii) Meat and fish products; or

8 (iii) Perishable foods.

9 (b) "Agricultural employee" includes any person whose work has
10 ceased because of, or in connection with, any prohibited practice.

11 (c) "Agricultural employee" does not include:

12 (i) Supervisors, managers, or those employees whose duties
13 necessarily imply a confidential relationship to the agricultural
14 employer;

15 (ii) Those defined as employees under the federal national labor
16 relations act, as amended, 29 U.S.C. Sec. 152(3);

17 (iii) Employees as defined in RCW 49.37.010; or

18 (iv) Members of an agricultural employer's family who are related
19 by blood or marriage to the third degree of consanguinity.

20 (2) "Agricultural employer" means any person who employs
21 agricultural employees and includes any person acting directly or
22 indirectly as an agent of an agricultural employer, but does not
23 include an employer as defined in RCW 49.37.010, or any person
24 supplying agricultural workers or functioning in the capacity of a
25 farm labor contractor as defined by 29 U.S.C. Sec. 1802. The employer
26 engaging such farm labor contractor or person is the employer for all
27 purposes under this chapter.

28 (3) "Agriculture" includes farming in all its branches and, among
29 other things, includes the cultivation and tillage of the soil,
30 dairying, the production, cultivation, growing, and harvesting of any
31 agricultural or horticultural commodities, including agricultural
32 commodities as defined in 12 U.S.C. Sec. 1141j(f), the raising of
33 livestock, bees, fur-bearing animals, or poultry, and any practices,
34 including any forestry or lumbering operations, performed by a farmer
35 or on a farm as an incident to or in conjunction with such farming
36 operations, including preparation for market, delivery to storage or
37 to market, or to carriers for transportation to market.

38 (4) "Bargaining representative" means any lawful farmworker labor
39 organization that represents agricultural employees in their
40 employment relations with the agricultural employers.

1 (5) "Collective bargaining" means the performance of the mutual
2 obligations of the agricultural employer and the exclusive bargaining
3 representative to meet at reasonable times, to confer and negotiate
4 in good faith, and to execute a written agreement with respect to
5 grievance procedures and collective negotiations on personnel
6 matters, including wages, hours, and working conditions, which may be
7 peculiar to an appropriate bargaining unit of such agricultural
8 employer, except that by such obligation neither party may be
9 compelled to agree to a proposal or be required to make a concession
10 unless otherwise provided in this chapter.

11 (6) "Collective bargaining agreement" means any written contract
12 or agreement that is currently in effect, or that will hereafter be
13 executed, between a bargaining representative and an employer, as
14 defined by this chapter.

15 (7) "Commission" means the public employment relations
16 commission.

17 (8) "Company union" means any committee, agricultural employee
18 representation plan, or association of agricultural employees that
19 exists for the purpose, in whole or in part, of dealing with
20 agricultural employers concerning grievances, wages, hours, or other
21 terms and conditions of employment, which the agricultural employer
22 has initiated or created or whose initiation or creation the
23 agricultural employer has suggested, participated in, or that the
24 agricultural employer maintains, finances, controls, dominates, or
25 assists in maintaining or financing, whether by compensating anyone
26 for services performed in its behalf, by providing a referral of
27 counsel or agents, or by donating free services, equipment,
28 materials, office or meeting space or anything else of value, or by
29 any other means.

30 (9) "Farmworker labor organization" means an organization of any
31 kind that is not a company union, including agricultural employee
32 committee or individuals acting in the interest of other agricultural
33 employees, in which agricultural employees participate and exists for
34 the primary purpose of dealing with agricultural employers concerning
35 grievances, labor disputes, wages, rates of pay, hours of employment,
36 or conditions of employment for agricultural employees.

37 (10) "Labor dispute" means any controversy concerning terms,
38 tenure, or conditions of employment, or concerning the association of
39 representation of persons in negotiating, fixing, maintaining,
40 changing, or seeking to arrange terms or conditions of employment,

1 regardless of whether the disputants stand in the proximate relation
2 of agricultural employer and agricultural employee.

3 (11) "Person" includes one or more individuals, labor
4 organizations, partnerships, associations, corporations, legal
5 representatives, trustees in bankruptcy, or receivers.

6 NEW SECTION. **Sec. 4.** It is an unfair labor practice for an
7 agricultural employer to:

8 (1) Interfere with, restrain, or coerce agricultural employees in
9 the exercise of their rights guaranteed by this chapter;

10 (2) Control, dominate, or interfere with a farmworker labor
11 organization;

12 (3) Discriminate against an agricultural employee who has filed
13 an unfair labor practice charge; or

14 (4) Refuse to engage in collective bargaining with the certified
15 exclusive bargaining representative.

16 NEW SECTION. **Sec. 5.** It is an unfair labor practice for a
17 farmworker labor organization to:

18 (1) Interfere with, restrain, or coerce agricultural employees in
19 the exercise of their rights guaranteed by this chapter;

20 (2) Induce the agricultural employer to commit an unfair labor
21 practice;

22 (3) Discriminate against an agricultural employee who has filed
23 an unfair labor practice charge; or

24 (4) Refuse to engage in collective bargaining.

25 NEW SECTION. **Sec. 6.** (1) The commission must prevent unfair
26 labor practices and issue appropriate remedial orders. However, a
27 complaint may not be processed for an unfair labor practice occurring
28 more than six months before the filing of the complaint with the
29 commission or in superior court.

30 (2) If the commission determines that a person has engaged in or
31 is engaging in an unfair labor practice, the commission must issue
32 and serve upon the person an order requiring the person to cease and
33 desist from the unfair labor practice. The commission may take action
34 to carry out the purposes and policy of this chapter, including
35 requiring the person to pay damages and reinstate employees.

36 (3) The commission may petition the superior court for the county
37 in which the main office of the employer is located or in which the

1 person who has engaged or is engaging in the unfair labor practice
2 resides or transacts business, for the enforcement of its order and
3 for appropriate temporary relief.

4 NEW SECTION. **Sec. 7.** (1) In the event that an agricultural
5 employer and agricultural employees are in disagreement as to the
6 selection of a bargaining representative, a farmworker labor
7 organization shall invite the commission to intervene.

8 (2) In the event that an agricultural employer and a bargaining
9 representative are in disagreement as to the merger of two or more
10 bargaining units in the agricultural employer's workforce that are
11 represented by the same bargaining representative, the commission
12 shall be invited to intervene.

13 (3) Recognizing that agriculture is a seasonal occupation for a
14 majority of agricultural employees, and wishing to provide the
15 fullest scope for agricultural employees' enjoyment of their
16 collective bargaining rights, the commission shall not consider a
17 representation petition as timely filed unless the employer's payroll
18 reflects not less than 50 percent of the peak agricultural employment
19 for such employer for the current calendar year for the payroll
20 period immediately preceding the filing of the petition.

21 NEW SECTION. **Sec. 8.** The commission, after hearing upon
22 reasonable notice, shall decide in each application for certification
23 as an exclusive bargaining representative or unit clarification, the
24 unit appropriate for the purpose of collective bargaining. In
25 determining, modifying, or combining the bargaining unit, the
26 commission shall consider: The duties, skills, and working conditions
27 of the agricultural employees; the history of collective bargaining
28 by the agricultural employees and their bargaining representatives;
29 the extent of organization among the agricultural employees; and the
30 desire of the agricultural employees, and the avoidance of excessive
31 fragmentation.

32 NEW SECTION. **Sec. 9.** (1) The commission must determine the
33 bargaining representative by:

- 34 (a) Conducting a cross-check pursuant to section 10 of this act;
35 or
36 (b) Conducting an election pursuant to section 11 of this act.

1 (2) Signatures and authorization cards furnished as the showing
2 of interest in support of any representation petition or filed under
3 this chapter are exempt from disclosure under chapter 42.56 RCW.

4 NEW SECTION. **Sec. 10.** (1) If a farmworker labor organization
5 seeking to represent agricultural employees has filed LM forms for
6 the preceding two years with the federal department of labor and is
7 the only farmworker labor organization seeking certification as
8 exclusive bargaining representative of a bargaining unit for which
9 there is no incumbent exclusive bargaining representative, the
10 commission may determine the question concerning representation by
11 conducting a cross-check comparing the bargaining authorization cards
12 against the employment records of the agricultural employer. A
13 determination through a cross-check process may be made upon a
14 showing of interest submitted in support of the exclusive bargaining
15 representative by more than 50 percent of the agricultural employees.

16 (2) The farmworker labor organization that has been determined
17 through cross-check to represent a majority of the agricultural
18 employees in the bargaining unit shall be certified by the commission
19 as the exclusive bargaining representative of, and shall be required
20 to represent, all the agricultural employees within the unit without
21 regard to membership in said bargaining representative.

22 NEW SECTION. **Sec. 11.** (1) If a farmworker labor organization
23 seeking to represent agricultural employees has not filed LM forms
24 with the federal department of labor for the preceding two years, or
25 is not the only farmworker labor organization seeking certification
26 as the exclusive bargaining representative, the commission shall
27 conduct an election to ascertain the exclusive bargaining
28 representative and upon the request of a farmworker labor
29 organization showing written proof of at least 30 percent
30 representation of the agricultural employees within the unit. The
31 commission shall, within 10 calendar days from the showing, hold an
32 election by secret ballot to determine the issue. The ballot shall
33 contain the name of such farmworker labor organization and of any
34 other farmworker labor organization showing written proof of at least
35 10 percent representation of the agricultural employees within the
36 unit, together with a choice for any agricultural employee to
37 designate that they do not desire to be represented by any bargaining
38 representative.

1 (2) Where more than one organization is on the ballot and neither
2 of the three or more choices receives a majority vote of the
3 agricultural employees within the bargaining unit, a runoff election
4 shall be held. The runoff ballot shall contain the two choices which
5 received the largest and second-largest number of votes.

6 (3) The farmworker labor organization that has been determined
7 through election to represent a majority of the voting agricultural
8 employees shall be certified by the commission as the exclusive
9 bargaining representative of, and shall be required to represent, all
10 the agricultural employees within the unit without regard to
11 membership in said bargaining representative.

12 NEW SECTION. **Sec. 12.** No question concerning representation may
13 be raised within one year of a certification or attempted
14 certification. Where there is a valid collective bargaining agreement
15 in effect, no question of representation may be raised except during
16 the period not more than 90 nor less than 60 days prior to the
17 expiration date of the agreement. Any agreement which contains a
18 provision for automatic renewal or extension of the agreement is not
19 effective as a bar to a question concerning representation if it
20 extends the total term of the agreement's existence for more than
21 three years.

22 NEW SECTION. **Sec. 13.** The commission shall provide, at the
23 mutual request of an agricultural employer and an exclusive
24 bargaining representative, mediation of any labor dispute between
25 them. Any party to mediation may request and shall receive fact-
26 finding by the mediator at the conclusion of a failed mediation.

27 NEW SECTION. **Sec. 14.** (1) Upon the certification of an
28 exclusive bargaining representative for the agricultural employer's
29 employees, the agricultural employer has the duty to engage in
30 collective bargaining with the exclusive bargaining representative
31 before changing any wages, hours, or working conditions of the
32 represented agricultural employees. Any allegation by the exclusive
33 bargaining representative that the agricultural employer has made a
34 unilateral change in wages, hours, and working conditions may be
35 presented for resolution to an arbitrator selected mutually or by
36 application of the exclusive bargaining representative to the
37 commission for provision of the arbitrator.

1 (2) Should a collective bargaining agreement between the
2 exclusive bargaining representative and the agricultural employer
3 expire, its provisions, except any prohibition on strikes or
4 lockouts, continue in force until renegotiated. During the
5 agreement's hiatus, any allegation by the exclusive bargaining
6 representative that the agricultural employer has made a unilateral
7 change in wages or economic benefits may be presented for resolution
8 to an arbitrator selected mutually or by application of the exclusive
9 bargaining representative to the commission for provision of the
10 arbitrator.

11 (3) Upon the failure of the agricultural employer and the
12 exclusive bargaining representative to conclude a collective
13 bargaining agreement within three months of certification of the
14 exclusive bargaining representative or within three months of the
15 expiration of the last collective bargaining agreement, all matters
16 remaining in dispute shall be submitted by the parties to the
17 commission for resolution through interest arbitration.

18 NEW SECTION. **Sec. 15.** (1) If an agreement through bargaining
19 has not been reached within three months of certification, or within
20 three months of the expiration of the last collective bargaining
21 agreement, the parties may agree in writing to continue to bargain
22 for an additional month. Thereafter they may agree in writing to
23 continue bargaining on a month-to-month basis. If the parties have
24 not entered into a written agreement to extend bargaining, or the
25 final agreement to extend bargaining has expired, the parties must
26 submit their dispute to interest arbitration. Each party shall submit
27 that party's last and final proposals upon which there exists an
28 impasse. All impasse items shall be submitted to arbitration under
29 this section. The arbitrator or arbitration panel is empowered to
30 review the parties' final proposals and to consider mediator
31 findings, if any, and to issue a decision on the submitted items
32 along with the previously agreed items, such that a complete
33 agreement is imposed through the arbitration. The arbitrator or
34 arbitration panel is also empowered to consider evidence submitted by
35 the parties concerning factors such as the employer's ability to meet
36 the costs of a contract, employee compensation at comparable
37 employers, and cost of living in the relevant geographic area in
38 their decision-making process.

1 (2) If the parties cannot agree on the arbitrator or arbitration
2 panel within five days of the expiration of the three-month period
3 following certification or expiration of the previous agreement, the
4 parties shall apply to the commission or, if both parties agree, the
5 American arbitration association to provide a list of five qualified
6 arbitrators from which the arbitrator or arbitration panel shall be
7 chosen. Each party shall pay one-half of the fees and expenses of the
8 arbitration and of the recording of the proceedings.

9 (3) In consultation with the parties, the arbitrator or
10 arbitration panel shall promptly establish a date, time, and place
11 for a hearing which shall be no later than two months following the
12 appointment of the arbitrator or arbitration panel. The arbitrator or
13 arbitration panel shall provide reasonable notice thereof to the
14 parties to the dispute. The parties shall exchange final positions in
15 writing, with copies to the arbitrator or arbitration panel, with
16 respect to every issue to be arbitrated, on a date mutually agreed
17 upon, but in no event later than 10 working days before the date set
18 for the hearing. A hearing shall be held, and each party shall have
19 the opportunity to present evidence and make arguments. The rules of
20 evidence prevailing in judicial proceedings may be considered, but
21 are not binding, and any oral testimony or documentary evidence or
22 other data deemed relevant by the arbitrator or chair of the
23 arbitration panel may be received in evidence. A recording of the
24 proceedings shall be taken. The arbitrator or arbitration panel shall
25 have the power to administer oaths, require the attendance of
26 witnesses, and require the production of such books, papers,
27 contracts, agreements, and documents as may be deemed by the
28 arbitrator or chair of the arbitration panel to be material to a just
29 determination of the issues in dispute. If any person refuses to obey
30 a subpoena issued by the arbitrator or arbitration panel, or refuses
31 to be sworn or to make an affirmation to testify, or any witness,
32 party, or attorney for a party is guilty of any contempt while in
33 attendance at any hearing held hereunder, the arbitrator may invoke
34 the jurisdiction of the superior court in the county where the labor
35 dispute exists, and the court has jurisdiction to issue an
36 appropriate order. Any failure to obey the order may be punished by
37 the court as a contempt thereof.

38 (4) Within 30 days following the conclusion of the hearing, the
39 arbitrator or arbitration panel shall make written findings of fact
40 and a written determination of the issues in dispute, based on the

1 evidence presented. A copy thereof shall be served on each of the
2 parties to the dispute. That determination is final and binding upon
3 both parties, subject to review by the superior court upon the
4 application of either party.

5 (5) The superior court's scope of review is limited to whether:

6 (a) The arbitrator or arbitration panel acted without, or in
7 excess of, their powers;

8 (b) The arbitration has proceeded in the manner required by law;

9 (c) The order or decision of the arbitrator or arbitration panel
10 was procured by fraud or was an abuse of discretion;

11 (d) The decision of the arbitrator or arbitration panel was
12 arbitrary or capricious; and

13 (e) The arbitrator's or arbitration panel's decision violated
14 either of the parties' constitutional or statutory rights.

15 NEW SECTION. **Sec. 16.** (1) In addition to any contractually
16 agreed method for selecting arbitrators, the parties may mutually
17 request the commission to, and the commission shall, appoint a
18 qualified person who may be an employee of the commission to act as
19 an arbitrator to assist in the resolution of a labor dispute between
20 an agricultural employer and an exclusive bargaining representative
21 arising from the application of the matters contained in a collective
22 bargaining agreement. The arbitrator shall conduct such arbitration
23 of such dispute in a manner as provided for in the collective
24 bargaining agreement. The commission may not collect any fees or
25 charges from such agricultural employer or such exclusive bargaining
26 representative for services performed by the commission under the
27 provisions of this chapter.

28 (2) The provisions of chapter 49.08 RCW do not apply to this
29 chapter.

30 NEW SECTION. **Sec. 17.** (1) Within existing resources, the
31 director of the commission must appoint an implementation advisory
32 committee to review issues and topics of interest related to
33 implementing this chapter.

34 (2) The committee must be composed of the following members:

35 (a) Three members representing agricultural employees' interests,
36 one of whom must be a farmworker and all of whom must be appointed
37 from a list of at least three names submitted by a recognized
38 statewide organization of workers;

1 (b) Three members representing agricultural employers, one of
2 whom must be an agricultural employer and all of whom must be
3 appointed from a list of at least three names submitted by a
4 recognized statewide organization of agricultural employers;

5 (c) One member representing the commission, who serves as the
6 chair;

7 (d) One member representing the department of agriculture; and

8 (e) One member representing the department of labor and
9 industries.

10 (3) On issues and topics of interest, the members of the
11 committee must provide comment on commission rule making, policies,
12 implementation of this chapter, and may study issues the committee
13 determines require consideration.

14 (4) The committee members must serve without compensation, but
15 are entitled to reimbursement for travel expenses as provided in RCW
16 43.03.050 and 43.03.060. The committee may utilize commission
17 personnel and facilities as it needs, without charge.

18 NEW SECTION. **Sec. 18.** Nothing in this chapter, except as
19 specifically provided for herein, interferes with, impedes, or
20 diminishes in any way the right to strike.

21 NEW SECTION. **Sec. 19.** Actions taken by or on behalf of the
22 commission shall be pursuant to chapter 34.05 RCW, or rules adopted
23 in accordance with chapter 34.05 RCW, and the right of judicial
24 review provided by chapter 34.05 RCW is applicable to all such
25 actions and rules.

26 NEW SECTION. **Sec. 20.** The commission shall promulgate, revise,
27 or rescind such rules and regulations as it may deem necessary or
28 appropriate to administer the provisions of this chapter in
29 conformity with the intent and purpose of this chapter and consistent
30 with the best standards of labor-management relations and the
31 conditions of the agricultural industry.

32 NEW SECTION. **Sec. 21.** The commission must create signage in the
33 five most common foreign languages used in Washington outlining the
34 rights established under this chapter. A copy of the signage must be
35 provided to each agricultural employer covered under this chapter.

1 NEW SECTION. **Sec. 22.** The causes of action, remedies, and
2 defenses created by this act are in addition to, and do not
3 supersede, any other rights or causes of action.

4 NEW SECTION. **Sec. 23.** Sections 1 through 22 of this act
5 constitute a new chapter in Title 49 RCW.

6 **Sec. 24.** RCW 5.60.060 and 2025 c 346 s 3 are each amended to
7 read as follows:

8 (1) A spouse or domestic partner shall not be examined for or
9 against his or her spouse or domestic partner, without the consent of
10 the spouse or domestic partner; nor can either during marriage or
11 during the domestic partnership or afterward, be without the consent
12 of the other, examined as to any communication made by one to the
13 other during the marriage or the domestic partnership. But this
14 exception shall not apply to a civil action or proceeding by one
15 against the other, nor to a criminal action or proceeding for a crime
16 committed by one against the other, nor to a criminal action or
17 proceeding against a spouse or domestic partner if the marriage or
18 the domestic partnership occurred subsequent to the filing of formal
19 charges against the defendant, nor to a criminal action or proceeding
20 for a crime committed by said spouse or domestic partner against any
21 child of whom said spouse or domestic partner is the parent or
22 guardian, nor to a proceeding under chapter 71.05 or 71.09 RCW:
23 PROVIDED, That the spouse or the domestic partner of a person sought
24 to be detained under chapter 71.05 or 71.09 RCW may not be compelled
25 to testify and shall be so informed by the court prior to being
26 called as a witness.

27 (2)(a) An attorney or counselor shall not, without the consent of
28 his or her client, be examined as to any communication made by the
29 client to him or her, or his or her advice given thereon in the
30 course of professional employment.

31 (b) A parent or guardian of a minor child arrested on a criminal
32 charge may not be examined as to a communication between the child
33 and his or her attorney if the communication was made in the presence
34 of the parent or guardian. This privilege does not extend to
35 communications made prior to the arrest.

36 (3) A member of the clergy, a Christian Science practitioner
37 listed in the Christian Science Journal, or a priest shall not,
38 without the consent of a person making the confession or sacred

1 confidence, be examined as to any confession or sacred confidence
2 made to him or her in his or her professional character, in the
3 course of discipline enjoined by the church to which he or she
4 belongs.

5 (4) Subject to the limitations under RCW 71.05.217 (6) and (7), a
6 physician or surgeon or osteopathic physician or surgeon or podiatric
7 physician or surgeon shall not, without the consent of his or her
8 patient, be examined in a civil action as to any information acquired
9 in attending such patient, which was necessary to enable him or her
10 to prescribe or act for the patient, except as follows:

11 (a) In any judicial proceedings regarding a child's injury,
12 neglect, or sexual abuse or the cause thereof; and

13 (b) Ninety days after filing an action for personal injuries or
14 wrongful death, the claimant shall be deemed to waive the physician-
15 patient privilege. Waiver of the physician-patient privilege for any
16 one physician or condition constitutes a waiver of the privilege as
17 to all physicians or conditions, subject to such limitations as a
18 court may impose pursuant to court rules.

19 (5) A public officer shall not be examined as a witness as to
20 communications made to him or her in official confidence, when the
21 public interest would suffer by the disclosure.

22 (6)(a) A peer supporter shall not, without consent of the peer
23 support services recipient making the communication, be compelled to
24 testify about any communication made to the peer supporter by the
25 peer support services recipient while receiving individual or group
26 services. The peer supporter must be designated as such by their
27 employing agency prior to providing peer support services. The
28 privilege only applies when the communication was made to the peer
29 supporter while acting in his or her capacity as a peer supporter.
30 The privilege applies regardless of whether the peer support services
31 recipient is an employee of the same agency as the peer supporter.
32 Peer support services may be coordinated or designated among first
33 responder agencies pursuant to chapter 10.93 RCW, interlocal
34 agreement, or other similar provision, provided however that a
35 written agreement is not required for the privilege to apply. The
36 privilege does not apply if the peer supporter was an initial
37 responding first responder, department of corrections staff person,
38 or jail staff person; a witness; or a party to the incident which
39 prompted the delivery of peer support services to the peer support
40 services recipient.

1 (b) For purposes of this section:

2 (i) "First responder" means:

3 (A) A law enforcement officer;

4 (B) A limited authority law enforcement officer;

5 (C) A firefighter;

6 (D) An emergency services dispatcher or recordkeeper;

7 (E) Emergency medical personnel, as licensed or certified by this
8 state;

9 (F) A member or former member of the Washington national guard
10 acting in an emergency response capacity pursuant to chapter 38.52
11 RCW;

12 (G) A coroner or medical examiner, or a coroner's or medical
13 examiner's agent or employee; or

14 (H) An individual engaged in co-response services, as defined in
15 RCW 71.24.025.

16 (ii) "Law enforcement officer" means a general authority
17 Washington peace officer as defined in RCW 10.93.020.

18 (iii) "Limited authority law enforcement officer" means a limited
19 authority Washington peace officer as defined in RCW 10.93.020 who is
20 employed by the department of corrections, state parks and recreation
21 commission, department of natural resources, liquor and cannabis
22 board, or Washington state gambling commission.

23 (iv) "Peer support services recipient" means:

24 (A) A first responder;

25 (B) A department of corrections staff person; or

26 (C) A jail staff person.

27 (v) "Peer supporter" means:

28 (A) A first responder, retired first responder, department of
29 corrections staff person, or jail staff person or a civilian employee
30 of a first responder entity or agency, local jail, or state agency
31 who has received training to provide emotional and moral support and
32 services to a peer support services recipient who needs those
33 services as a result of an incident or incidents in which the peer
34 support services recipient was involved while acting in his or her
35 official capacity or to deal with other stress that is impacting the
36 peer support services recipient's performance of official duties; or

37 (B) A nonemployee who has been designated by the first responder
38 entity or agency, local jail, statewide organization focused on co-
39 response outreach, or state agency to provide emotional and moral
40 support and counseling to a peer support services recipient who needs

1 those services as a result of an incident or incidents in which the
2 peer support services recipient was involved while acting in his or
3 her official capacity.

4 (7) A sexual assault advocate may not, without the consent of the
5 victim, be examined as to any communication made between the victim
6 and the sexual assault advocate.

7 (a) For purposes of this section, "sexual assault advocate" means
8 the employee or volunteer from a community sexual assault program or
9 underserved populations provider, victim assistance unit, program, or
10 association, that provides information, medical or legal advocacy,
11 counseling, or support to victims of sexual assault, who is
12 designated by the victim to accompany the victim to the hospital or
13 other health care facility and to proceedings concerning the alleged
14 assault, including police and prosecution interviews and court
15 proceedings.

16 (b) A sexual assault advocate may disclose a confidential
17 communication without the consent of the victim if failure to
18 disclose is likely to result in a clear, imminent risk of serious
19 physical injury or death of the victim or another person. Any sexual
20 assault advocate participating in good faith in the disclosing of
21 records and communications under this section shall have immunity
22 from any liability, civil, criminal, or otherwise, that might result
23 from the action. In any proceeding, civil or criminal, arising out of
24 a disclosure under this section, the good faith of the sexual assault
25 advocate who disclosed the confidential communication shall be
26 presumed.

27 (8) A domestic violence advocate may not, without the consent of
28 the victim, be examined as to any communication between the victim
29 and the domestic violence advocate.

30 (a) For purposes of this section, "domestic violence advocate"
31 means an employee or supervised volunteer from a community-based
32 domestic violence program or human services program that provides
33 information, advocacy, counseling, crisis intervention, emergency
34 shelter, or support to victims of domestic violence and who is not
35 employed by, or under the direct supervision of, a law enforcement
36 agency, a prosecutor's office, or the child protective services
37 section of the department of children, youth, and families as defined
38 in RCW 26.44.020.

39 (b) A domestic violence advocate may disclose a confidential
40 communication without the consent of the victim if failure to

1 disclose is likely to result in a clear, imminent risk of serious
2 physical injury or death of the victim or another person. This
3 section does not relieve a domestic violence advocate from the
4 requirement to report or cause to be reported an incident under RCW
5 26.44.030(1) or to disclose relevant records relating to a child as
6 required by RCW 26.44.030(15). Any domestic violence advocate
7 participating in good faith in the disclosing of communications under
8 this subsection is immune from liability, civil, criminal, or
9 otherwise, that might result from the action. In any proceeding,
10 civil or criminal, arising out of a disclosure under this subsection,
11 the good faith of the domestic violence advocate who disclosed the
12 confidential communication shall be presumed.

13 (9) A mental health counselor, independent clinical social
14 worker, or marriage and family therapist licensed under chapter
15 18.225 RCW may not disclose, or be compelled to testify about, any
16 information acquired from persons consulting the individual in a
17 professional capacity when the information was necessary to enable
18 the individual to render professional services to those persons
19 except:

20 (a) With the written authorization of that person or, in the case
21 of death or disability, the person's personal representative;

22 (b) If the person waives the privilege by bringing charges
23 against the mental health counselor licensed under chapter 18.225
24 RCW;

25 (c) In response to a subpoena from the secretary of health. The
26 secretary may subpoena only records related to a complaint or report
27 under RCW 18.130.050;

28 (d) As required under chapter 26.44 or 74.34 RCW or RCW 71.05.217
29 (6) or (7); or

30 (e) To any individual if the mental health counselor, independent
31 clinical social worker, or marriage and family therapist licensed
32 under chapter 18.225 RCW reasonably believes that disclosure will
33 avoid or minimize an imminent danger to the health or safety of the
34 individual or any other individual; however, there is no obligation
35 on the part of the provider to so disclose.

36 (10) An individual who acts as a sponsor providing guidance,
37 emotional support, and counseling in an individualized manner to a
38 person participating in an alcohol or drug addiction recovery
39 fellowship may not testify in any civil action or proceeding about
40 any communication made by the person participating in the addiction

1 recovery fellowship to the individual who acts as a sponsor except
2 with the written authorization of that person or, in the case of
3 death or disability, the person's personal representative.

4 (11)(a) Neither a union representative nor an employee the union
5 represents or has represented shall be examined as to, or be required
6 to disclose, any communication between an employee and union
7 representative or between union representatives made in the course of
8 union representation except:

9 (i) To the extent such examination or disclosure appears
10 necessary to prevent the commission of a crime that is likely to
11 result in a clear, imminent risk of serious physical injury or death
12 of a person;

13 (ii) In actions, civil or criminal, in which the represented
14 employee is accused of a crime or assault or battery;

15 (iii) In actions, civil or criminal, where a union member is a
16 party to the action, the union member may obtain a copy of any
17 statement previously given by that union member concerning the
18 subject matter of the action and may elicit testimony concerning such
19 statements. The right of the union member to obtain such statements,
20 or the union member's possession of such statements, does not render
21 them discoverable over the objection of the union member;

22 (iv) In actions, regulatory, civil, or criminal, against the
23 union or its affiliated, subordinate, or parent bodies or their
24 agents; or

25 (v) When an admission of, or intent to engage in, criminal
26 conduct is revealed by the represented union member to the union
27 representative.

28 (b) The privilege created in this subsection (11) does not apply
29 to any record of communications that would otherwise be subject to
30 disclosure under chapter 42.56 RCW.

31 (c) The privilege created in this subsection (11) may not
32 interfere with an employee's or union representative's applicable
33 statutory mandatory reporting requirements, including but not limited
34 to duties to report in chapters 26.44, 43.101, and 74.34 RCW.

35 (d) For purposes of this subsection:

36 (i) "Employee" means a person represented by a certified or
37 recognized union regardless of whether the employee is a member of
38 the union.

39 (ii) "Union" means any lawful organization that has as one of its
40 primary purposes the representation of employees in their employment

1 relations with employers, including without limitation labor
2 organizations defined by 29 U.S.C. Sec. 152(5) and 5 U.S.C. Sec.
3 7103(a)(4), representatives defined by 45 U.S.C. Sec. 151, and
4 bargaining representatives defined in RCW 41.56.030, and employee
5 organizations as defined in RCW 28B.52.020, 41.59.020, 41.80.005,
6 41.76.005, 47.64.011, and 53.18.010, and farmworker labor
7 organizations as defined in section 3 of this act.

8 (iii) "Union representation" means action by a union on behalf of
9 one or more employees it represents in regard to their employment
10 relations with employers, including personnel matters, grievances,
11 labor disputes, wages, rates of pay, hours of employment, conditions
12 of work, or collective bargaining.

13 (iv) "Union representative" means a person authorized by a union
14 to act for the union in regard to union representation.

15 (v) "Communication" includes any oral, written, or electronic
16 communication or document containing such communication."

2SSB 6045 - S AMD 681
By Senator Saldaña

NOT CONSIDERED 03/12/2026

17 On page 1, line 3 of the title, after "bargaining;" strike the
18 remainder of the title and insert "amending RCW 5.60.060; and adding
19 a new chapter to Title 49 RCW."

EFFECT: (1) Adds provisions granting the Public Employment
Relations Commission (PERC) authority to prevent unfair labor
practices and establishing a statute of limitations on unfair labor
practice complaints.

(2) Provides that a representation petition is not timely filed
unless the employer's payroll reflects not less than 50 percent of
the peak agricultural employment for the employer for the current
calendar year.

(3) Exempts signatures and authorization cards as the showing of
interest in support of any representation petition from disclosure
under the public records act.

(4) Creates an implementation advisory committee to review issues
and topics of interest related to implementing the bill, including
providing comment on PERC rule making, policies, and implementation
of the bill, and studying issues that require consideration.

--- END ---