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**SUBSTITUTE HOUSE BILL 2471**

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**State of Washington**

**69th Legislature**

**2026 Regular Session**

**By** House Labor & Workplace Standards (originally sponsored by Representatives Scott, Berry, Pollet, Parshley, Doglio, and Macri)

READ FIRST TIME 02/03/26.

1 AN ACT Relating to collective bargaining for employees not  
2 covered by the national labor relations act; amending RCW 49.32.020  
3 and 5.60.060; and adding a new chapter to Title 49 RCW.

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

5 NEW SECTION. **Sec. 1.** Access to the collective and individual  
6 protections afforded by established federal labor laws, as well as  
7 ensuring stable, effective, and efficient labor-management relations,  
8 is a vital state interest that has critical benefits to the state's  
9 economic and social development. Should there be an absence of  
10 applicable law setting forth the rights and obligations of parties  
11 engaged in private sector labor-management relations, as well as  
12 procedures for the enforcement of the same, the resulting loss of the  
13 benefits of collective bargaining to the economy and social fabric of  
14 the state would be immensely harmful.

15 NEW SECTION. **Sec. 2.** Following the effective date of this act,  
16 should federal law cease to preempt the regulation of private sector  
17 labor-management relations in the state, as a whole or any portion  
18 thereof, with regard to any employer, employees, trade, or industry  
19 which had been subject to federal labor law regulation, this chapter  
20 applies in full force and effect to such employer, employees, and

1 trade or industry entities. Additionally, following the effective  
2 date of this act, should the national labor relations board determine  
3 that any employer or employees, as defined in section 3 of this act,  
4 or trade or industry falls outside the previously existing  
5 jurisdiction of the national labor relations act, or should the board  
6 decline to exercise jurisdiction, or be deprived of its previous  
7 jurisdiction over the same, this chapter applies in full force and  
8 effect to such employer, employees, trade, or industry.

9 NEW SECTION. **Sec. 3.** The definitions in this section apply  
10 throughout this chapter unless the context clearly requires  
11 otherwise.

12 (1) "Bargaining representative" means any labor organization  
13 which has as one of its primary purposes the representation of  
14 employees in their employment relations with employers, and which  
15 does currently, or has in the past represented employees as defined  
16 by this chapter.

17 (2) "Collective bargaining" means the performance of the mutual  
18 obligations of the employer and the exclusive bargaining  
19 representative to meet at reasonable times, to confer and negotiate  
20 in good faith, and to execute a written agreement with respect to  
21 grievance procedures and collective negotiations on personnel  
22 matters, including wages, hours, and working conditions, which may be  
23 peculiar to an appropriate bargaining unit of such employer, except  
24 that by such obligation neither party may be compelled to agree to a  
25 proposal or be required to make a concession unless otherwise  
26 provided in this chapter.

27 (3) "Collective bargaining agreement" means any written contract  
28 or agreement that is currently in effect, or that will be executed,  
29 between an exclusive bargaining representative and an employer, as  
30 defined by this chapter.

31 (4) "Commission" means the public employment relations  
32 commission.

33 (5) (a) "Employee" means any employee of an employer, including of  
34 a consumer directed employer as defined by RCW 74.39A.009, and is not  
35 limited to the employees of a particular employer, and includes any  
36 individual whose work has ceased as a consequence of, or in  
37 connection with, any current labor dispute, and who has not obtained  
38 any other regular and substantially equivalent employment.

39 (b) "Employee" does not include:

1 (i) Any individual employed by their parent or spouse unless also  
2 employed by a third party for the work performed;

3 (ii) Any individual having the status of an independent  
4 contractor;

5 (iii) Any individual employed as a supervisor;

6 (iv) Any person employed by the state or a political subdivision  
7 of the state, or an employee as defined by RCW 49.37.010 or an  
8 employee of an employer defined in RCW 49.39.005; or

9 (v) Any other person who is not employed by an employer as herein  
10 defined.

11 (6) "Employer" means any employer, or any person acting as an  
12 agent of an employer, except the state or political subdivision of  
13 the state, or an employer as defined by RCW 49.37.010, or an employer  
14 as defined in RCW 49.39.005.

15 (7) "Exclusive bargaining representatives" means a bargaining  
16 representative that has been previously certified or recognized as  
17 the representative of employees as defined by this chapter.

18 (8) "Labor dispute" includes any controversy concerning terms,  
19 tenure, or conditions of employment, or concerning the association or  
20 representation of persons in negotiating, fixing, maintaining, or  
21 seeking to arrange terms or conditions of employment, regardless of  
22 whether the disputants stand in the proximate relation of employer  
23 and employee.

24 (9) "Labor organization" means any organization of any kind, or  
25 any agency or employee representation committee or plan, in which  
26 employees participate and which exists for the purpose, in whole or  
27 in part, of dealing with employers concerning grievances, labor  
28 disputes, wages, rates of pay, hours of employment, or conditions of  
29 work.

30 NEW SECTION. **Sec. 4.** The privilege established by RCW  
31 5.60.060(11) applies to all labor organizations covered by this  
32 chapter and in all proceedings authorized by this chapter.

33 NEW SECTION. **Sec. 5.** Upon application by a labor organization  
34 that held the status of an exclusive bargaining representative under  
35 federal law by certification or voluntary recognition immediately  
36 prior to the time that state regulation of private sector labor  
37 relations is no longer preempted as applied to that collective  
38 bargaining relationship, the commission shall promptly certify the

1 exclusive bargaining representative under this chapter. Absent  
2 exceptional cause, the process to verify the exclusive bargaining  
3 representative's status for certification must be completed within  
4 one month of the filing of the application. All existing terms and  
5 conditions of employment and any collective bargaining agreement  
6 covering the affected bargaining unit remain in full force and effect  
7 through the commission's verification process.

8 NEW SECTION. **Sec. 6.** (1) In the event that an employer and  
9 employees are in disagreement as to the selection of an exclusive  
10 bargaining representative, the commission must be invited to  
11 intervene as is provided in sections 10 through 13 of this act.

12 (2) In the event that an employer and an exclusive bargaining  
13 representative are in disagreement as to the merger of two or more  
14 bargaining units in the employer's workforce that are represented by  
15 the same exclusive bargaining representative, the commission must be  
16 invited to intervene as is provided in section 10 through 13 of this  
17 act.

18 NEW SECTION. **Sec. 7.** The commission, after hearing upon  
19 reasonable notice, shall decide in each application for certification  
20 as an exclusive bargaining representative or unit clarification,  
21 other than applications submitted under section 5 of this act, the  
22 unit appropriate for the purpose of collective bargaining. In  
23 determining, modifying, or combining the bargaining unit, the  
24 commission shall consider the duties, skills, and working conditions  
25 of the employees; the history of collective bargaining by the  
26 employer and their bargaining representatives; the extent of  
27 organization among the employees; and the desire of the employees,  
28 and the avoidance of excessive fragmentation.

29 NEW SECTION. **Sec. 8.** The commission shall determine the  
30 exclusive bargaining representative by: (1) Conducting a cross-check  
31 pursuant to section 9 of this act; or (2) conducting an election  
32 pursuant to section 10 of this act.

33 NEW SECTION. **Sec. 9.** (1) If only one labor organization is  
34 seeking certification as an exclusive bargaining representative of a  
35 bargaining unit for which there is no incumbent exclusive bargaining  
36 representative, the commission may determine the question concerning

1 representation by conducting a cross-check comparing the bargaining  
2 authorization cards against the employment records of the employer. A  
3 determination through a cross-check process may be made upon a  
4 showing of interest submitted in support of the exclusive bargaining  
5 representative by more than 50 percent of the employees.

6 (2) The exclusive bargaining representative that has been  
7 determined through a cross-check to represent a majority of the  
8 employees in the bargaining unit must be certified by the commission  
9 as the exclusive bargaining representative of, and is required to  
10 represent, all the employees within the unit without regard to  
11 membership in said exclusive bargaining representative.

12 NEW SECTION. **Sec. 10.** (1) In the event the commission elects to  
13 conduct an election to ascertain the exclusive bargaining  
14 representative, and upon the request of a prospective bargaining  
15 representative showing written proof of at least 30 percent  
16 representation of the employees within the proposed unit, the  
17 commission shall hold an election by secret ballot to determine the  
18 issue. The ballot must contain the name of such bargaining  
19 representative and of any other bargaining representative showing  
20 written proof of at least 10 percent representation of the employees  
21 within the unit, together with a choice for any employee to designate  
22 that they do not desire to be represented by any bargaining agent.  
23 Where more than one organization is on the ballot and neither of the  
24 three or more choices receives a majority vote of the voting  
25 employees within the bargaining unit, a runoff election must be held.  
26 The runoff ballot must contain the two choices which received the  
27 largest and second-largest number of votes.

28 (2) The bargaining representative which has been determined  
29 through election to represent a majority of the voting employees must  
30 be certified by the commission as the exclusive bargaining  
31 representative of, and is required to represent, all the employees  
32 within the unit without regard to membership in said bargaining  
33 representative.

34 NEW SECTION. **Sec. 11.** No question concerning representation may  
35 be raised within one year of a certification or attempted  
36 certification. Where there is a valid collective bargaining agreement  
37 in effect, no question of representation may be raised except during  
38 the period not more than 90 nor less than 60 days prior to the

1 expiration date of the agreement. Any agreement which contains a  
2 provision for automatic renewal or extension of the agreement is not  
3 effective as a bar to a question concerning representation if it  
4 extends the total term of the agreement's existence for more than  
5 three years.

6 NEW SECTION. **Sec. 12.** (1) The commission shares concurrent  
7 jurisdiction with superior courts to prevent and to remedy any  
8 violation of RCW 49.32.020 with regard to any employer, employees,  
9 trade, or industry covered under this act that had been subject to  
10 federal labor law regulation.

11 (2) The commission applies the Washington courts' jurisprudence  
12 in adjudicating alleged violations of RCW 49.32.020.

13 (3) If the commission determines that any person has engaged in  
14 or is engaging in any violation of RCW 49.32.020, the commission  
15 shall issue and cause to be served upon the person an order requiring  
16 the person to cease and desist from such violation, and to take such  
17 affirmative action as will effectuate the purposes and policy  
18 declared in RCW 49.32.020 and of this chapter, such as the payment of  
19 damages and the reinstatement of employees, and reasonable attorneys'  
20 fees and costs.

21 (4) The commission or the affected employees, or the employees'  
22 bargaining representative may petition the superior court for the  
23 county in which the main office of the employer is located or in  
24 which the person who has engaged or is engaging in such violation  
25 resides or transacts business, for the enforcement of the  
26 commission's order and for appropriate temporary relief.

27 NEW SECTION. **Sec. 13.** The commission shall provide, at the  
28 mutual request of an employer and an exclusive bargaining  
29 representative, mediation of any labor dispute between them. Any  
30 party to mediation may request and receive fact finding by the  
31 mediator at the conclusion of a failed mediation.

32 NEW SECTION. **Sec. 14.** (1) Notwithstanding the possible  
33 cessation of any duty on the part of any employer or labor  
34 organization to comply with the terms of any collective bargaining  
35 agreement reached under the auspices of federal labor law, any such  
36 agreement reached between any employer or exclusive bargaining

1 representative as defined in this chapter remains a contractually  
2 binding agreement and is enforceable on its terms.

3 (2) Upon the certification of an exclusive bargaining  
4 representative for the employer's employees, the employer has the  
5 duty to engage in collective bargaining with the exclusive bargaining  
6 representative before changing any wages, hours, or working  
7 conditions of the represented employees. Any allegation by the  
8 exclusive bargaining representative that the employer has made a  
9 unilateral change in wages, hours, and working conditions may be  
10 presented for resolution to an arbitrator mutually selected and  
11 compensated by the parties, or by application of the exclusive  
12 bargaining representative to the commission for provision of the  
13 arbitrator.

14 (3) Should a collective bargaining agreement between the  
15 exclusive bargaining representative and the employer expire, its  
16 provisions, except any prohibition on strikes or lockouts, continue  
17 in force until renegotiated. During the agreement's hiatus, any  
18 allegation by the exclusive bargaining representative that the  
19 employer has made a unilateral change in wages or economic benefits  
20 may be presented for resolution to an arbitrator mutually selected  
21 and compensated, or by application of the exclusive bargaining  
22 representative to the commission for provision of the arbitrator.

23 (4) Upon the failure of the employer and the exclusive bargaining  
24 representative to conclude a collective bargaining agreement within  
25 six months of certification of the exclusive bargaining  
26 representative or within six months of the expiration of the last  
27 collective bargaining agreement, all matters remaining in dispute  
28 must be submitted by the parties to the commission for resolution  
29 through its interest arbitration procedures.

30 NEW SECTION. **Sec. 15.** (1) If an agreement through collective  
31 bargaining has not been reached within six months of certification,  
32 or within six months of the expiration of the last collective  
33 bargaining agreement, the parties may agree in writing to continue to  
34 bargain for an additional month. Thereafter, they may agree in  
35 writing to continue bargaining on a month-to-month basis. If the  
36 parties have not entered a written agreement to extend bargaining, or  
37 final agreement to extend bargaining has expired, the parties must  
38 submit their dispute to interest arbitration. Each party must submit  
39 that party's last and final proposals upon which there exists an

1 impasse. All impasse items must be submitted to arbitration. The  
2 arbitrator or arbitration panel is empowered to review the parties'  
3 final proposals and to consider mediator findings, if any, and to  
4 issue a decision on the submitted items along with the previously  
5 agreed items, such that a complete agreement is imposed through the  
6 arbitration. The arbitrator or arbitration panel is also empowered to  
7 consider evidence submitted by the parties concerning factors such as  
8 the employer's ability to meet the costs of a contract, employee  
9 compensation at comparable employers, and cost of living in the  
10 relevant geographic area in their decision-making process.

11 (2) (a) If the parties cannot agree on the arbitrator or  
12 arbitration panel within five days of the expiration of the six-month  
13 period following certification or expiration of the previous  
14 agreement, or of the expiration of the final written extension of  
15 bargaining, the parties must apply to the commission or, if both  
16 parties agree, to the American arbitration association to provide a  
17 list of five qualified arbitrators from which the arbitrator must be  
18 chosen.

19 (b) Each party must pay the fees and expenses of the arbitrator  
20 or arbitration panel, and the fees and expenses of the neutral chair  
21 must be shared equally between the parties.

22 (3) In consultation with the parties, the arbitrator or  
23 arbitration panel shall promptly establish a date, time, and place  
24 for a hearing which may be no later than two months following the  
25 appointment of the arbitrator. The arbitrator or arbitration panel  
26 shall provide reasonable notice thereof to the parties to the  
27 dispute. The parties must exchange final positions in writing, with  
28 copies to the arbitrator or arbitration panel, with respect to every  
29 issue to be arbitrated, on a date mutually agreed upon, but in no  
30 event later than 10 working days before the date set for hearing. A  
31 hearing must be held, and each party must have the opportunity to  
32 present evidence and make arguments. The rules of evidence prevailing  
33 in judicial proceedings may be considered, but are not binding, and  
34 any oral testimony or documentary evidence or other data deemed  
35 relevant by the chair of the arbitration panel may be received in  
36 evidence. A recording of the proceedings must be taken. The  
37 arbitrator or arbitration panel has the power to administer oaths,  
38 require the attendance of witnesses, and require the production of  
39 such books, papers, contracts, agreements, and documents as may be  
40 deemed by the arbitrator to be material to a just determination of

1 the issues in dispute. If any person refuses to obey a subpoena  
2 issued by the arbitrator or arbitration panel, or refuses to be sworn  
3 or to make an affirmation to testify, or any witness, party, or  
4 attorney for a party is guilty of any contempt while in attendance at  
5 any hearing held hereunder, the arbitrator may invoke the  
6 jurisdiction of the superior court in the county where the labor  
7 dispute exists, and the court has jurisdiction to issue an  
8 appropriate order. Any failure to obey the order may be punished by  
9 the court as a contempt thereof.

10 (4) Within 30 days following the conclusion of the hearing, the  
11 arbitrator or arbitration panel shall make written findings of fact  
12 and a written determination of the issues in dispute, based on the  
13 evidence presented. A copy thereof must be served on each of the  
14 parties to the dispute. That determination is final and binding upon  
15 both parties, subject to review by the superior court upon the  
16 application of either party.

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

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

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

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

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

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

27 NEW SECTION. **Sec. 16.** (1) In addition to any contractually  
28 agreed method for selecting arbitrators, the parties may mutually  
29 request the commission to, and the commission shall, appoint a  
30 qualified person who may be an employee of the commission to act as  
31 an arbitrator to assist in the resolution of a labor dispute between  
32 an employer and an exclusive bargaining representative arising from  
33 the application of the matters contained in a collective bargaining  
34 agreement. The arbitrator shall conduct such arbitration of such  
35 dispute in a manner as provided for in the collective bargaining  
36 agreement.

37 (2) The commission may not collect any fees or charges from such  
38 employer or such exclusive bargaining representative for services  
39 performed by the commission under the provisions of this chapter.

1 (3) The provisions of chapter 49.08 RCW do not apply to this  
2 chapter.

3 NEW SECTION. **Sec. 17.** Nothing in this chapter, except as  
4 specifically provided for herein, interferes with, impedes, or  
5 diminishes in any way the right to strike. However, a labor  
6 organization, before engaging in any strike or other concerted  
7 refusal to work at any health care institution shall, not less than  
8 10 days prior to such action, notify the institution in writing and  
9 the commission of that intention. The notice must state the date and  
10 time that such action will commence.

11 NEW SECTION. **Sec. 18.** An employer engaged primarily in the  
12 building and construction industry may make an agreement covering  
13 employees engaged, or who upon their employment will be engaged in  
14 the building and construction industry, with a labor organization of  
15 which building and construction employees are members,  
16 notwithstanding that:

17 (1) The majority status of such labor organization has not been  
18 established under the provisions of this chapter prior to the making  
19 of such agreement;

20 (2) The agreement requires the employer to notify the labor  
21 organization of opportunities for employment with such employer, or  
22 gives the labor organization an opportunity to refer qualified  
23 applicants for such employment; or

24 (3) The agreement specifies minimum training or experience  
25 qualifications for employment or provides for priority in  
26 opportunities for employment based upon length of services with such  
27 employer, in the industry or in the particular geographical area.

28 NEW SECTION. **Sec. 19.** The commission shall promulgate, revise,  
29 or rescind such rules and regulations as it deems necessary or  
30 appropriate to administer the provisions of this chapter in  
31 conformity with the intent and purpose of this chapter and consistent  
32 with the best standards of labor-management relations.

33 NEW SECTION. **Sec. 20.** Actions taken by or on behalf of the  
34 commission must be pursuant to chapter 34.05 RCW, or rules adopted in  
35 accordance with chapter 34.05 RCW, and the right of judicial review  
36 provided by chapter 34.05 RCW is applicable to all such actions and

1 rules. However, if a conflict exists between this chapter and 34.05  
2 RCW, this chapter governs.

3 **Sec. 21.** RCW 49.32.020 and 2010 c 8 s 12028 are each amended to  
4 read as follows:

5 (1) In the interpretation of this chapter and in determining the  
6 jurisdiction and authority of the courts of the state of Washington,  
7 as such jurisdiction and authority are herein defined and limited,  
8 the public policy of the state of Washington is hereby declared as  
9 follows:

10 WHEREAS, Under prevailing economic conditions, developed with the  
11 aid of governmental authority for owners of property to organize in  
12 the corporate and other forms of ownership association, the  
13 individual unorganized worker is commonly helpless to exercise actual  
14 liberty of contract and to protect his or her freedom of labor, and  
15 thereby to obtain acceptable terms and conditions of employment,  
16 wherefore, though he or she should be free to decline to associate  
17 with his or her fellows, it is necessary that he or she have full  
18 freedom of association, self-organization, and designation of  
19 representatives of his or her own choosing, to negotiate the terms  
20 and conditions of his or her employment, and that he or she shall be  
21 free from interference, restraint, or coercion of employers of labor,  
22 or their agents, in the designation of such representatives or in  
23 self-organization or in other concerted activities for the purpose of  
24 collective bargaining or other mutual aid or protections; therefore,  
25 the following definitions of, and limitations upon, the jurisdiction  
26 and authority of the courts of the state of Washington are hereby  
27 enacted.

28 (2) With regard to any employer, employees, trade, or industry  
29 covered under this act that had been subject to federal labor law  
30 regulation the public employment relations commission has concurrent  
31 jurisdiction to prevent and to remedy any violation of the rights set  
32 forth in subsection (1) of this section.

33 **Sec. 22.** RCW 5.60.060 and 2025 c 346 s 3 are each amended to  
34 read as follows:

35 (1) A spouse or domestic partner shall not be examined for or  
36 against his or her spouse or domestic partner, without the consent of  
37 the spouse or domestic partner; nor can either during marriage or  
38 during the domestic partnership or afterward, be without the consent

1 of the other, examined as to any communication made by one to the  
2 other during the marriage or the domestic partnership. But this  
3 exception shall not apply to a civil action or proceeding by one  
4 against the other, nor to a criminal action or proceeding for a crime  
5 committed by one against the other, nor to a criminal action or  
6 proceeding against a spouse or domestic partner if the marriage or  
7 the domestic partnership occurred subsequent to the filing of formal  
8 charges against the defendant, nor to a criminal action or proceeding  
9 for a crime committed by said spouse or domestic partner against any  
10 child of whom said spouse or domestic partner is the parent or  
11 guardian, nor to a proceeding under chapter 71.05 or 71.09 RCW:  
12 PROVIDED, That the spouse or the domestic partner of a person sought  
13 to be detained under chapter 71.05 or 71.09 RCW may not be compelled  
14 to testify and shall be so informed by the court prior to being  
15 called as a witness.

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

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

25 (3) A member of the clergy, a Christian Science practitioner  
26 listed in the Christian Science Journal, or a priest shall not,  
27 without the consent of a person making the confession or sacred  
28 confidence, be examined as to any confession or sacred confidence  
29 made to him or her in his or her professional character, in the  
30 course of discipline enjoined by the church to which he or she  
31 belongs.

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

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

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

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

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

29 (b) For purposes of this section:

30 (i) "First responder" means:

31 (A) A law enforcement officer;

32 (B) A limited authority law enforcement officer;

33 (C) A firefighter;

34 (D) An emergency services dispatcher or recordkeeper;

35 (E) Emergency medical personnel, as licensed or certified by this  
36 state;

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

1 (G) A coroner or medical examiner, or a coroner's or medical  
2 examiner's agent or employee; or

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

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

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

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

13 (A) A first responder;

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

15 (C) A jail staff person.

16 (v) "Peer supporter" means:

17 (A) A first responder, retired first responder, department of  
18 corrections staff person, or jail staff person or a civilian employee  
19 of a first responder entity or agency, local jail, or state agency  
20 who has received training to provide emotional and moral support and  
21 services to a peer support services recipient who needs those  
22 services as a result of an incident or incidents in which the peer  
23 support services recipient was involved while acting in his or her  
24 official capacity or to deal with other stress that is impacting the  
25 peer support services recipient's performance of official duties; or

26 (B) A nonemployee who has been designated by the first responder  
27 entity or agency, local jail, statewide organization focused on co-  
28 response outreach, or state agency to provide emotional and moral  
29 support and counseling to a peer support services recipient who needs  
30 those services as a result of an incident or incidents in which the  
31 peer support services recipient was involved while acting in his or  
32 her official capacity.

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

36 (a) For purposes of this section, "sexual assault advocate" means  
37 the employee or volunteer from a community sexual assault program or  
38 underserved populations provider, victim assistance unit, program, or  
39 association, that provides information, medical or legal advocacy,  
40 counseling, or support to victims of sexual assault, who is

1 designated by the victim to accompany the victim to the hospital or  
2 other health care facility and to proceedings concerning the alleged  
3 assault, including police and prosecution interviews and court  
4 proceedings.

5 (b) A sexual assault advocate may disclose a confidential  
6 communication without the consent of the victim if failure to  
7 disclose is likely to result in a clear, imminent risk of serious  
8 physical injury or death of the victim or another person. Any sexual  
9 assault advocate participating in good faith in the disclosing of  
10 records and communications under this section shall have immunity  
11 from any liability, civil, criminal, or otherwise, that might result  
12 from the action. In any proceeding, civil or criminal, arising out of  
13 a disclosure under this section, the good faith of the sexual assault  
14 advocate who disclosed the confidential communication shall be  
15 presumed.

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

19 (a) For purposes of this section, "domestic violence advocate"  
20 means an employee or supervised volunteer from a community-based  
21 domestic violence program or human services program that provides  
22 information, advocacy, counseling, crisis intervention, emergency  
23 shelter, or support to victims of domestic violence and who is not  
24 employed by, or under the direct supervision of, a law enforcement  
25 agency, a prosecutor's office, or the child protective services  
26 section of the department of children, youth, and families as defined  
27 in RCW 26.44.020.

28 (b) A domestic violence advocate may disclose a confidential  
29 communication without the consent of the victim if failure to  
30 disclose is likely to result in a clear, imminent risk of serious  
31 physical injury or death of the victim or another person. This  
32 section does not relieve a domestic violence advocate from the  
33 requirement to report or cause to be reported an incident under RCW  
34 26.44.030(1) or to disclose relevant records relating to a child as  
35 required by RCW 26.44.030(15). Any domestic violence advocate  
36 participating in good faith in the disclosing of communications under  
37 this subsection is immune from liability, civil, criminal, or  
38 otherwise, that might result from the action. In any proceeding,  
39 civil or criminal, arising out of a disclosure under this subsection,

1 the good faith of the domestic violence advocate who disclosed the  
2 confidential communication shall be presumed.

3 (9) A mental health counselor, independent clinical social  
4 worker, or marriage and family therapist licensed under chapter  
5 18.225 RCW may not disclose, or be compelled to testify about, any  
6 information acquired from persons consulting the individual in a  
7 professional capacity when the information was necessary to enable  
8 the individual to render professional services to those persons  
9 except:

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

12 (b) If the person waives the privilege by bringing charges  
13 against the mental health counselor licensed under chapter 18.225  
14 RCW;

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

18 (d) As required under chapter 26.44 or 74.34 RCW or RCW 71.05.217  
19 (6) or (7); or

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

26 (10) An individual who acts as a sponsor providing guidance,  
27 emotional support, and counseling in an individualized manner to a  
28 person participating in an alcohol or drug addiction recovery  
29 fellowship may not testify in any civil action or proceeding about  
30 any communication made by the person participating in the addiction  
31 recovery fellowship to the individual who acts as a sponsor except  
32 with the written authorization of that person or, in the case of  
33 death or disability, the person's personal representative.

34 (11)(a) Neither a union representative nor an employee the union  
35 represents or has represented shall be examined as to, or be required  
36 to disclose, any communication between an employee and union  
37 representative or between union representatives made in the course of  
38 union representation except:

39 (i) To the extent such examination or disclosure appears  
40 necessary to prevent the commission of a crime that is likely to

1 result in a clear, imminent risk of serious physical injury or death  
2 of a person;

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

5 (iii) In actions, civil or criminal, where a union member is a  
6 party to the action, the union member may obtain a copy of any  
7 statement previously given by that union member concerning the  
8 subject matter of the action and may elicit testimony concerning such  
9 statements. The right of the union member to obtain such statements,  
10 or the union member's possession of such statements, does not render  
11 them discoverable over the objection of the union member;

12 (iv) In actions, regulatory, civil, or criminal, against the  
13 union or its affiliated, subordinate, or parent bodies or their  
14 agents; or

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

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

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

25 (d) For purposes of this subsection:

26 (i) "Employee" means a person represented by a certified or  
27 recognized union regardless of whether the employee is a member of  
28 the union.

29 (ii) "Union" means any lawful organization that has as one of its  
30 primary purposes the representation of employees in their employment  
31 relations with employers, including without limitation labor  
32 organizations defined by 29 U.S.C. Sec. 152(5) and 5 U.S.C. Sec.  
33 7103(a)(4), representatives defined by 45 U.S.C. Sec. 151, and  
34 bargaining representatives defined in RCW 41.56.030, and employee  
35 organizations as defined in RCW 28B.52.020, 41.59.020, 41.80.005,  
36 41.76.005, 47.64.011, and 53.18.010, and bargaining representatives  
37 as defined in section 3 of this act.

38 (iii) "Union representation" means action by a union on behalf of  
39 one or more employees it represents in regard to their employment  
40 relations with employers, including personnel matters, grievances,

1 labor disputes, wages, rates of pay, hours of employment, conditions  
2 of work, or collective bargaining.

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

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

7 NEW SECTION. **Sec. 23.** Sections 1 through 20 of this act  
8 constitute a new chapter in Title 49 RCW.

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