
SECOND SUBSTITUTE SENATE BILL 6045

State of Washington

69th Legislature

2026 Regular Session

By Senate Ways & Means (originally sponsored by Senators Saldaña, Alvarado, Trudeau, Valdez, Wellman, Conway, Stanford, Slatter, Frame, Hasegawa, Lovelett, Nobles, Orwall, and C. Wilson)

READ FIRST TIME 02/09/26.

1 AN ACT Relating to placing agricultural employees under the
2 jurisdiction of the public employment relations commission for the
3 purpose of collective bargaining; amending RCW 5.60.060; and adding a
4 new chapter to Title 49 RCW.

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

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

20 The agricultural context often poses significant barriers for
21 employees attempting to undertake concerted activity, such as

1 seasonal and short-term employment and high numbers of employees who
2 are limited English proficient and have had limited opportunity for
3 educational attainment. It is the policy of the state to administer
4 agricultural collective bargaining rights in a manner that takes
5 these barriers into account, including by having procedures that are
6 expeditious and linguistically and culturally appropriate. This act
7 shall be liberally construed to ensure agricultural employees' rights
8 to self-organization and to collective bargaining.

9 NEW SECTION. **Sec. 2.** This chapter applies to agricultural
10 employees and agricultural employers.

11 NEW SECTION. **Sec. 3.** The definitions in this section apply
12 throughout this chapter.

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

- 18 (i) Agricultural produce;
- 19 (ii) Meat and fish products; or
- 20 (iii) Perishable foods.

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

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

24 (i) Supervisors, managers, or those employees whose duties
25 necessarily imply a confidential relationship to the agricultural
26 employer;

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

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

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

32 (2) "Agricultural employer" means any person who employs
33 agricultural employees and includes any person acting directly or
34 indirectly as an agent of an agricultural employer, but does not
35 include an employer as defined in RCW 49.37.010, or any person
36 supplying agricultural workers or functioning in the capacity of a
37 farm labor contractor as defined by 29 U.S.C. Sec. 1802. The employer

1 engaging such farm labor contractor or person is the employer for all
2 purposes under this chapter.

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

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

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

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

30 (7) "Commission" means the public employment relations
31 commission.

32 (8) "Company union" means any committee, agricultural employee
33 representation plan, or association of agricultural employees that
34 exists for the purpose, in whole or in part, of dealing with
35 agricultural employers concerning grievances, wages, hours, or other
36 terms and conditions of employment, which the agricultural employer
37 has initiated or created or whose initiation or creation the
38 agricultural employer has suggested, participated in, or that the
39 agricultural employer maintains, finances, controls, dominates, or
40 assists in maintaining or financing, whether by compensating anyone

1 for services performed in its behalf, by providing a referral of
2 counsel or agents, or by donating free services, equipment,
3 materials, office or meeting space or anything else of value, or by
4 any other means.

5 (9) "Farmworker labor organization" means an organization of any
6 kind that is not a company union, including agricultural employee
7 committee or individuals acting in the interest of other agricultural
8 employees, in which agricultural employees participate and exists for
9 the primary purpose of dealing with agricultural employers concerning
10 grievances, labor disputes, wages, rates of pay, hours of employment,
11 or conditions of employment for agricultural employees.

12 (10) "Labor dispute" means any controversy concerning terms,
13 tenure, or conditions of employment, or concerning the association of
14 representation of persons in negotiating, fixing, maintaining,
15 changing, or seeking to arrange terms or conditions of employment,
16 regardless of whether the disputants stand in the proximate relation
17 of agricultural employer and agricultural employee.

18 (11) "Person" includes one or more individuals, labor
19 organizations, partnerships, associations, corporations, legal
20 representatives, trustees in bankruptcy, or receivers.

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

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

25 (2) Control, dominate, or interfere with a farmworker labor
26 organization;

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

29 (4) Refuse to engage in collective bargaining with the certified
30 exclusive bargaining representative.

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

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

35 (2) Induce the agricultural employer to commit an unfair labor
36 practice;

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

1 (4) Refuse to engage in collective bargaining.

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

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

11 NEW SECTION. **Sec. 7.** The commission, after hearing upon
12 reasonable notice, shall decide in each application for certification
13 as an exclusive bargaining representative or unit clarification, the
14 unit appropriate for the purpose of collective bargaining. In
15 determining, modifying, or combining the bargaining unit, the
16 commission shall consider: The duties, skills, and working conditions
17 of the agricultural employees; the history of collective bargaining
18 by the agricultural employees and their bargaining representatives;
19 the extent of organization among the agricultural employees; and the
20 desire of the agricultural employees, and the avoidance of excessive
21 fragmentation.

22 NEW SECTION. **Sec. 8.** The commission must determine the
23 bargaining representative by:

- 24 (1) Conducting a cross-check pursuant to section 9 of this act;
25 or
26 (2) Conducting an election pursuant to section 10 of this act.

27 NEW SECTION. **Sec. 9.** (1) If a farmworker labor organization
28 seeking to represent agricultural employees has filed LM forms for
29 the preceding two years with the federal department of labor and is
30 the only farmworker labor organization seeking certification as
31 exclusive bargaining representative of a bargaining unit for which
32 there is no incumbent exclusive bargaining representative, the
33 commission may determine the question concerning representation by
34 conducting a cross-check comparing the bargaining authorization cards
35 against the employment records of the agricultural employer. A
36 determination through a cross-check process may be made upon a

1 showing of interest submitted in support of the exclusive bargaining
2 representative by more than 50 percent of the agricultural employees.

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

9 NEW SECTION. **Sec. 10.** (1) If a farmworker labor organization
10 seeking to represent agricultural employees has not filed LM forms
11 with the federal department of labor for the preceding two years, or
12 is not the only farmworker labor organization seeking certification
13 as the exclusive bargaining representative, the commission shall
14 conduct an election to ascertain the exclusive bargaining
15 representative and upon the request of a farmworker labor
16 organization showing written proof of at least 30 percent
17 representation of the agricultural employees within the unit. The
18 commission shall, within 10 calendar days from the showing, hold an
19 election by secret ballot to determine the issue. The ballot shall
20 contain the name of such farmworker labor organization and of any
21 other farmworker labor organization showing written proof of at least
22 10 percent representation of the agricultural employees within the
23 unit, together with a choice for any agricultural employee to
24 designate that they do not desire to be represented by any bargaining
25 representative.

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

31 (3) The farmworker labor organization that has been determined
32 through election to represent a majority of the voting agricultural
33 employees shall be certified by the commission as the exclusive
34 bargaining representative of, and shall be required to represent, all
35 the agricultural employees within the unit without regard to
36 membership in said bargaining representative.

37 NEW SECTION. **Sec. 11.** No question concerning representation may
38 be raised within one year of a certification or attempted

1 certification. Where there is a valid collective bargaining agreement
2 in effect, no question of representation may be raised except during
3 the period not more than 90 nor less than 60 days prior to the
4 expiration date of the agreement. Any agreement which contains a
5 provision for automatic renewal or extension of the agreement is not
6 effective as a bar to a question concerning representation if it
7 extends the total term of the agreement's existence for more than
8 three years.

9 NEW SECTION. **Sec. 12.** The commission shall provide, at the
10 mutual request of an agricultural employer and an exclusive
11 bargaining representative, mediation of any labor dispute between
12 them. Any party to mediation may request and shall receive fact-
13 finding by the mediator at the conclusion of a failed mediation.

14 NEW SECTION. **Sec. 13.** (1) Upon the certification of an
15 exclusive bargaining representative for the agricultural employer's
16 employees, the agricultural employer has the duty to engage in
17 collective bargaining with the exclusive bargaining representative
18 before changing any wages, hours, or working conditions of the
19 represented agricultural employees. Any allegation by the exclusive
20 bargaining representative that the agricultural employer has made a
21 unilateral change in wages, hours, and working conditions may be
22 presented for resolution to an arbitrator selected mutually or by
23 application of the exclusive bargaining representative to the
24 commission for provision of the arbitrator.

25 (2) Should a collective bargaining agreement between the
26 exclusive bargaining representative and the agricultural employer
27 expire, its provisions, except any prohibition on strikes or
28 lockouts, continue in force until renegotiated. During the
29 agreement's hiatus, any allegation by the exclusive bargaining
30 representative that the agricultural employer has made a unilateral
31 change in wages or economic benefits may be presented for resolution
32 to an arbitrator selected mutually or by application of the exclusive
33 bargaining representative to the commission for provision of the
34 arbitrator.

35 (3) Upon the failure of the agricultural employer and the
36 exclusive bargaining representative to conclude a collective
37 bargaining agreement within three months of certification of the
38 exclusive bargaining representative or within three months of the

1 expiration of the last collective bargaining agreement, all matters
2 remaining in dispute shall be submitted by the parties to the
3 commission for resolution through interest arbitration.

4 NEW SECTION. **Sec. 14.** (1) If an agreement through bargaining
5 has not been reached within three months of certification, or within
6 three months of the expiration of the last collective bargaining
7 agreement, the parties may agree in writing to continue to bargain
8 for an additional month. Thereafter they may agree in writing to
9 continue bargaining on a month-to-month basis. If the parties have
10 not entered into a written agreement to extend bargaining, or the
11 final agreement to extend bargaining has expired, the parties must
12 submit their dispute to interest arbitration. Each party shall submit
13 that party's last and final proposals upon which there exists an
14 impasse. All impasse items shall be submitted to arbitration under
15 this section. The arbitrator or arbitration panel is empowered to
16 review the parties' final proposals and to consider mediator
17 findings, if any, and to issue a decision on the submitted items
18 along with the previously agreed items, such that a complete
19 agreement is imposed through the arbitration. The arbitrator or
20 arbitration panel is also empowered to consider evidence submitted by
21 the parties concerning factors such as the employer's ability to meet
22 the costs of a contract, employee compensation at comparable
23 employers, and cost of living in the relevant geographic area in
24 their decision-making process.

25 (2) If the parties cannot agree on the arbitrator or arbitration
26 panel within five days of the expiration of the three-month period
27 following certification or expiration of the previous agreement, the
28 parties shall apply to the commission or, if both parties agree, the
29 American arbitration association to provide a list of five qualified
30 arbitrators from which the arbitrator or arbitration panel shall be
31 chosen. Each party shall pay one-half of the fees and expenses of the
32 arbitration and of the recording of the proceedings.

33 (3) In consultation with the parties, the arbitrator or
34 arbitration panel shall promptly establish a date, time, and place
35 for a hearing which shall be no later than two months following the
36 appointment of the arbitrator or arbitration panel. The arbitrator or
37 arbitration panel shall provide reasonable notice thereof to the
38 parties to the dispute. The parties shall exchange final positions in
39 writing, with copies to the arbitrator or arbitration panel, with

1 respect to every issue to be arbitrated, on a date mutually agreed
2 upon, but in no event later than 10 working days before the date set
3 for the hearing. A hearing shall be held, and each party shall have
4 the opportunity to present evidence and make arguments. The rules of
5 evidence prevailing in judicial proceedings may be considered, but
6 are not binding, and any oral testimony or documentary evidence or
7 other data deemed relevant by the arbitrator or chair of the
8 arbitration panel may be received in evidence. A recording of the
9 proceedings shall be taken. The arbitrator or arbitration panel shall
10 have the power to administer oaths, require the attendance of
11 witnesses, and require the production of such books, papers,
12 contracts, agreements, and documents as may be deemed by the
13 arbitrator or chair of the arbitration panel to be material to a just
14 determination of the issues in dispute. If any person refuses to obey
15 a subpoena issued by the arbitrator or arbitration panel, or refuses
16 to be sworn or to make an affirmation to testify, or any witness,
17 party, or attorney for a party is guilty of any contempt while in
18 attendance at any hearing held hereunder, the arbitrator may invoke
19 the jurisdiction of the superior court in the county where the labor
20 dispute exists, and the court has jurisdiction to issue an
21 appropriate order. Any failure to obey the order may be punished by
22 the court as a contempt thereof.

23 (4) Within 30 days following the conclusion of the hearing, the
24 arbitrator or arbitration panel shall make written findings of fact
25 and a written determination of the issues in dispute, based on the
26 evidence presented. A copy thereof shall be served on each of the
27 parties to the dispute. That determination is final and binding upon
28 both parties, subject to review by the superior court upon the
29 application of either party.

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

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

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

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

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

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

1 NEW SECTION. **Sec. 15.** (1) In addition to any contractually
2 agreed method for selecting arbitrators, the parties may mutually
3 request the commission to, and the commission shall, appoint a
4 qualified person who may be an employee of the commission to act as
5 an arbitrator to assist in the resolution of a labor dispute between
6 an agricultural employer and an exclusive bargaining representative
7 arising from the application of the matters contained in a collective
8 bargaining agreement. The arbitrator shall conduct such arbitration
9 of such dispute in a manner as provided for in the collective
10 bargaining agreement. The commission may not collect any fees or
11 charges from such agricultural employer or such exclusive bargaining
12 representative for services performed by the commission under the
13 provisions of this chapter.

14 (2) The provisions of chapter 49.08 RCW do not apply to this
15 chapter.

16 NEW SECTION. **Sec. 16.** Nothing in this chapter, except as
17 specifically provided for herein, interferes with, impedes, or
18 diminishes in any way the right to strike.

19 NEW SECTION. **Sec. 17.** Actions taken by or on behalf of the
20 commission shall be pursuant to chapter 34.05 RCW, or rules adopted
21 in accordance with chapter 34.05 RCW, and the right of judicial
22 review provided by chapter 34.05 RCW is applicable to all such
23 actions and rules.

24 NEW SECTION. **Sec. 18.** The commission shall promulgate, revise,
25 or rescind such rules and regulations as it may deem necessary or
26 appropriate to administer the provisions of this chapter in
27 conformity with the intent and purpose of this chapter and consistent
28 with the best standards of labor-management relations and the
29 conditions of the agricultural industry.

30 NEW SECTION. **Sec. 19.** The commission must create signage in the
31 five most common foreign languages used in Washington outlining the
32 rights established under this chapter. A copy of the signage must be
33 provided to each agricultural employer covered under this chapter.

1 NEW SECTION. **Sec. 20.** 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. 21.** Sections 1 through 20 of this act
5 constitute a new chapter in Title 49 RCW.

6 **Sec. 22.** 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.

--- END ---