

INITIATIVE 926

I, Sam Reed, Secretary of State of the State of Washington and custodian of its seal hereby certify that, according to the records on file in my office, the attached copy of Initiative Measure No. 926 to the People is a true and correct copy as it was received by this office.

1 AN ACT Relating to restoring fairness and the freedom of
2 association to nonunion employees; amending RCW 41.80.050, 41.80.100,
3 41.76.045, 41.76.080, 41.59.060, 41.59.100, 28B.52.020, 28B.52.025, and
4 28B.52.045; and creating a new section.

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

6 NEW SECTION. **Sec. 1.** In 2002, the legislature passed a little-
7 known provision designated as "union security" which went into effect
8 July 1, 2005, and forced tens of thousands of employees to pay fees to
9 a union or face compulsory termination of their employment and loss of
10 pay. This act shall become effective immediately or as soon as may be
11 implemented in order to restore fairness to the rights, privileges,
12 pay, and employment status of these employees and extend the same
13 protection to others.

14 **RESTORE FAIRNESS AND FREEDOM**

15 **Sec. 2.** RCW 41.80.050 and 2002 c 354 s 306 are each amended to
16 read as follows:

17 Except as may be specifically limited by this chapter, employees
18 shall have the right to self-organization, to form, join, or assist
19 employee organizations, and to bargain collectively through

1 representatives of their own choosing for the purpose of collective
2 bargaining free from interference, restraint, or coercion. Employees
3 shall also have the right to refrain from any or all such activities
4 (~~except to the extent that they may be required to pay a fee to an~~
5 ~~exclusive bargaining representative under a union security provision~~
6 ~~authorized by this chapter~~), including the payment of fees to a
7 bargaining representative without fear of reprisal, interference,
8 restraint, coercion, or loss of pay or employment.

9 **Sec. 3.** RCW 41.80.100 and 2002 c 354 s 311 are each amended to
10 read as follows:

11 (1) A collective bargaining agreement may not contain a union
12 security provision requiring as a condition of employment the
13 payment(~~(, no later than the thirtieth day following the beginning of~~
14 ~~employment or July 1, 2004, whichever is later, of an agency shop fee~~
15 ~~to the employee organization that is the exclusive bargaining~~
16 ~~representative for the bargaining unit in which the employee is~~
17 ~~employed. The amount of the fee shall be equal to the amount required~~
18 ~~to become a member in good standing of the employee organization. Each~~
19 ~~employee organization shall establish a procedure by which any employee~~
20 ~~so requesting may pay a representation fee no greater than the part of~~
21 ~~the membership fee that represents a pro rata share of expenditures for~~
22 ~~purposes germane to the collective bargaining process, to contract~~
23 ~~administration, or to pursuing matters affecting wages, hours, and~~
24 ~~other conditions of employment.~~

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

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

11 ~~— (4) Employee organizations that before July 1, 2004, were entitled~~
12 ~~to the benefits of this section shall continue to be entitled to these~~
13 ~~benefits)) of any fees, dues, or other obligations.~~

14 **Sec. 4.** RCW 41.76.045 and 2002 c 356 s 12 are each amended to read
15 as follows:

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

29 (2) A collective bargaining agreement may ~~((include union security~~
30 ~~provisions, but not a closed shop. If an agency shop or other union~~
31 ~~security provision is agreed to, the employer shall enforce any such~~
32 ~~provision by deductions from the salary of bargaining unit faculty~~
33 ~~members affected thereby and shall transmit such funds to the employee~~
34 ~~organization or to the depository designated by the employee~~
35 ~~organization.~~

36 ~~— (3) A faculty member who is covered by a union security provision~~
37 ~~and who asserts a right of nonassociation based on bona fide religious~~
38 ~~tenets or teachings of a church or religious body of which such faculty~~

1 ~~member is a member shall pay to a nonreligious charity or other~~
2 ~~charitable organization an amount of money equivalent to the periodic~~
3 ~~dues and initiation fees uniformly required as a condition of acquiring~~
4 ~~or retaining membership in the exclusive bargaining representative.~~
5 ~~The charity shall be agreed upon by the faculty member and the employee~~
6 ~~organization to which such faculty member would otherwise pay the dues~~
7 ~~and fees. The faculty member shall furnish written proof that such~~
8 ~~payments have been made. If the faculty member and the employee~~
9 ~~organization do not reach agreement on such matter, the dispute shall~~
10 ~~be submitted to the commission for determination)) not contain a union~~
11 ~~security provision requiring as a condition of employment the payment~~
12 ~~of any fees, dues, or other obligations.~~

13 **Sec. 5.** RCW 41.76.080 and 2002 c 356 s 20 are each amended to read
14 as follows:

15 Nothing in this chapter shall be construed to annul, modify, or
16 preclude the renewal or continuation of any lawful agreement entered
17 into before October 1, 2002, between an employer and an employee
18 organization covering wages, hours, and terms and conditions of
19 employment with the exception of union security provisions.

20 **Sec. 6.** RCW 41.59.060 and 1975 1st ex.s. c 288 s 7 are each
21 amended to read as follows:

22 (1) Employees shall have the right to self-organization, to form,
23 join, or assist employee organizations, to bargain collectively through
24 representatives of their own choosing, and shall also have the right to
25 refrain from any or all of such activities (~~except to the extent that~~
26 ~~employees may be required to pay a fee to any employee organization~~
27 ~~under an agency shop agreement authorized in this chapter)), including~~
28 ~~the payment of fees to a bargaining representative without fear of~~
29 ~~reprisal, interference, restraint, coercion, or loss of pay or~~
30 ~~employment.~~

31 (2) The exclusive bargaining representative shall have the right to
32 have deducted from the salary of employees, upon receipt of an
33 appropriate authorization form which shall not be irrevocable for a
34 period of more than one year, an amount equal to the fees and dues
35 required for membership. Such fees and dues shall be deducted monthly
36 from the pay of all appropriate employees by the employer and
37 transmitted as provided for by agreement between the employer and the

1 exclusive bargaining representative, unless an automatic payroll
2 deduction service is established pursuant to law, at which time such
3 fees and dues shall be transmitted as therein provided. (~~If an agency
4 shop provision is agreed to and becomes effective pursuant to RCW
5 41.59.100, except as provided in that section, the agency fee equal to
6 the fees and dues required of membership in the exclusive bargaining
7 representative shall be deducted from the salary of employees in the
8 bargaining unit.~~)

9 **Sec. 7.** RCW 41.59.100 and 1975 1st ex.s. c 288 s 11 are each
10 amended to read as follows:

11 A collective bargaining agreement may (~~include union security
12 provisions including an agency shop, but not a union or closed shop.
13 If an agency shop provision is agreed to, the employer shall enforce it
14 by deducting from the salary payments to members of the bargaining unit
15 the dues required of membership in the bargaining representative, or,
16 for nonmembers thereof, a fee equivalent to such dues. All union
17 security provisions must safeguard the right of nonassociation of
18 employees based on bona fide religious tenets or teachings of a church
19 or religious body of which such employee is a member. Such employee
20 shall pay an amount of money equivalent to regular dues and fees to a
21 nonreligious charity or to another charitable organization mutually
22 agreed upon by the employee affected and the bargaining representative
23 to which such employee would otherwise pay the dues and fees. The
24 employee shall furnish written proof that such payment has been made.
25 If the employee and the bargaining representative do not reach
26 agreement on such matter, the commission shall designate the charitable
27 organization)) not contain a union security provision requiring as a
28 condition of employment the payment of any fees, dues, or other
29 obligations.~~

30 **Sec. 8.** RCW 28B.52.020 and 1991 c 238 s 146 are each amended to
31 read as follows:

32 As used in this chapter:

33 (1) "Employee organization" means any organization which includes
34 as members the academic employees of a college district and which has
35 as one of its purposes the representation of the employees in their
36 employment relations with the college district.

1 (2) "Academic employee" means any teacher, counselor, librarian, or
2 department head, who is employed by any college district, whether full
3 or part time, with the exception of the chief administrative officer
4 of, and any administrator in, each college district.

5 (3) "Administrator" means any person employed either full or part
6 time by the college district and who performs administrative functions
7 as at least fifty percent or more of his or her assignments, and has
8 responsibilities to hire, dismiss, or discipline other employees.
9 Administrators shall not be members of the bargaining unit unless a
10 majority of such administrators and a majority of the bargaining unit
11 elect by secret ballot for such inclusion pursuant to rules as adopted
12 in accordance with RCW 28B.52.080.

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

14 (5) "Unfair labor practice" means any unfair labor practice listed
15 in RCW 28B.52.073.

16 (6) "Union security provision" means a provision in a collective
17 bargaining agreement under which some or all employees in the
18 bargaining unit may be required to pay dues, fees, or incur other
19 obligations, as a condition of continued employment (~~(on or after the~~
20 ~~thirtieth day following the beginning of such employment or the~~
21 ~~effective date of the provision, whichever is later, to become a member~~
22 ~~of the exclusive bargaining representative or pay an agency fee equal~~
23 ~~to the periodic dues and initiation fees uniformly required as a~~
24 ~~condition of acquiring or retaining membership in the exclusive~~
25 ~~bargaining representative)).~~

26 (7) "Exclusive bargaining representative" means any employee
27 organization which has:

28 (a) Been certified or recognized under this chapter as the
29 representative of the employees in an appropriate collective bargaining
30 unit; or

31 (b) Before July 26, 1987, been certified or recognized under a
32 predecessor statute as the representative of the employees in a
33 bargaining unit which continues to be appropriate under this chapter.

34 (8) "Collective bargaining" and "bargaining" mean the performance
35 of the mutual obligation of the representatives of the employer and the
36 exclusive bargaining representative to meet at reasonable times to
37 bargain in good faith in an effort to reach agreement with respect to
38 wages, hours, and other terms and conditions of employment, such as
39 procedures related to nonretention, dismissal, denial of tenure, and

1 reduction in force. Prior law, practice, or interpretation shall be
2 neither restrictive, expansive, nor determinative with respect to the
3 scope of bargaining. A written contract incorporating any agreements
4 reached shall be executed if requested by either party. The obligation
5 to bargain does not compel either party to agree to a proposal or to
6 make a concession.

7 In the event of a dispute between an employer and an exclusive
8 bargaining representative over the matters that are terms and
9 conditions of employment, the commission shall decide which items are
10 mandatory subjects for bargaining.

11 **Sec. 9.** RCW 28B.52.025 and 1987 c 314 s 5 are each amended to read
12 as follows:

13 Employees have the right to self-organization, to form, join, or
14 assist employee organizations, to bargain collectively through
15 representatives of their own choosing, and also have the right to
16 refrain from any or all of these activities (~~((except to the extent that~~
17 ~~employees may be required to make payments to an exclusive bargaining~~
18 ~~representative or charitable organization under a union security~~
19 ~~provision authorized in this chapter))~~), including the payment of fees
20 to a bargaining representative without fear of reprisal, interference,
21 restraint, coercion, or loss of pay or employment.

22 **Sec. 10.** RCW 28B.52.045 and 1987 c 314 s 8 are each amended to
23 read as follows:

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

36 (2) A collective bargaining agreement may (~~include union security~~
37 ~~provisions, but not a closed shop. If an agency shop or other union~~

1 ~~security provision is agreed to, the employer shall enforce any such~~
2 ~~provision by deductions from the salary of bargaining unit employees~~
3 ~~affected thereby and shall transmit such funds to the employee~~
4 ~~organization or to the depository designated by the employee~~
5 ~~organization.~~

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

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