

CERTIFICATION OF ENROLLMENT

ENGROSSED SUBSTITUTE HOUSE BILL 2471

Chapter 130, Laws of 2026

69th Legislature
2026 Regular Session

COLLECTIVE BARGAINING—EMPLOYEES NOT COVERED BY NATIONAL LABOR
RELATIONS ACT

EFFECTIVE DATE: June 11, 2026

Passed by the House February 13, 2026
Yeas 58 Nays 35

LAURIE JINKINS

**Speaker of the House of
Representatives**

Passed by the Senate March 4, 2026
Yeas 31 Nays 18

DENNY HECK

President of the Senate

Approved March 23, 2026 10:13 AM

BOB FERGUSON

Governor of the State of Washington

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **ENGROSSED SUBSTITUTE HOUSE BILL 2471** as passed by the House of Representatives and the Senate on the dates hereon set forth.

BERNARD DEAN

Chief Clerk

FILED

March 23, 2026

**Secretary of State
State of Washington**

ENGROSSED SUBSTITUTE HOUSE BILL 2471

Passed Legislature - 2026 Regular Session

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;

9 (v) Any individual employed by an employer, trade, or industry
10 that was not under the jurisdiction of the national labor relations
11 act or any other federal labor relations law as of the effective date
12 of this section; or

13 (vi) Any other person who is not employed by an employer as
14 herein defined.

15 (6) "Employer" means any employer, or any person acting as an
16 agent of an employer, except the state or political subdivision of
17 the state, or an employer as defined by RCW 49.37.010, or an employer
18 as defined in RCW 49.39.005.

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

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

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

34 NEW SECTION. **Sec. 4.** The privilege established by RCW
35 5.60.060(11) applies to all labor organizations covered by this
36 chapter and in all proceedings authorized by this chapter.

37 NEW SECTION. **Sec. 5.** Upon application by a labor organization
38 that held the status of an exclusive bargaining representative under

1 federal law by certification or voluntary recognition immediately
2 prior to the time that state regulation of private sector labor
3 relations is no longer preempted as applied to that collective
4 bargaining relationship, the commission shall promptly certify the
5 exclusive bargaining representative under this chapter. Absent
6 exceptional cause, the process to verify the exclusive bargaining
7 representative's status for certification must be completed within
8 one month of the filing of the application. All existing terms and
9 conditions of employment and any collective bargaining agreement
10 covering the affected bargaining unit remain in full force and effect
11 through the commission's verification process.

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

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

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

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

1 NEW SECTION. **Sec. 9.** (1) If only one labor organization is
2 seeking certification as an exclusive bargaining representative of a
3 bargaining unit for which there is no incumbent exclusive bargaining
4 representative, the commission may determine the question concerning
5 representation by conducting a cross-check comparing the bargaining
6 authorization cards against the employment records of the employer. A
7 determination through a cross-check process may be made upon a
8 showing of interest submitted in support of the exclusive bargaining
9 representative by more than 50 percent of the employees.

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

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

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

1 NEW SECTION. **Sec. 11.** No question concerning representation may
2 be raised within one year of a certification or attempted
3 certification. Where there is a valid collective bargaining agreement
4 in effect, no question of representation may be raised except during
5 the period not more than 90 nor less than 60 days prior to the
6 expiration date of the agreement. Any agreement which contains a
7 provision for automatic renewal or extension of the agreement is not
8 effective as a bar to a question concerning representation if it
9 extends the total term of the agreement's existence for more than
10 three years.

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

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

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

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

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

1 NEW SECTION. **Sec. 14.** (1) Notwithstanding the possible
2 cessation of any duty on the part of any employer or labor
3 organization to comply with the terms of any collective bargaining
4 agreement reached under the auspices of federal labor law, any such
5 agreement reached between any employer or exclusive bargaining
6 representative as defined in this chapter remains a contractually
7 binding agreement and is enforceable on its terms.

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

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

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

35 NEW SECTION. **Sec. 15.** (1) If an agreement through collective
36 bargaining has not been reached within six months of certification,
37 or within six months of the expiration of the last collective
38 bargaining agreement, the parties may agree in writing to continue to
39 bargain for an additional month. Thereafter, they may agree in

1 writing to continue bargaining on a month-to-month basis. If the
2 parties have not entered a written agreement to extend bargaining, or
3 final agreement to extend bargaining has expired, the parties must
4 submit their dispute to interest arbitration. Each party must submit
5 that party's last and final proposals upon which there exists an
6 impasse. All impasse items must be submitted to arbitration. The
7 arbitrator or arbitration panel is empowered to review the parties'
8 final proposals and to consider mediator findings, if any, and to
9 issue a decision on the submitted items along with the previously
10 agreed items, such that a complete agreement is imposed through the
11 arbitration. The arbitrator or arbitration panel is also empowered to
12 consider evidence submitted by the parties concerning factors such as
13 the employer's ability to meet the costs of a contract, employee
14 compensation at comparable employers, and cost of living in the
15 relevant geographic area in their decision-making process.

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

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

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

1 evidence. A recording of the proceedings must be taken. The
2 arbitrator or arbitration panel has the power to administer oaths,
3 require the attendance of witnesses, and require the production of
4 such books, papers, contracts, agreements, and documents as may be
5 deemed by the arbitrator to be material to a just determination of
6 the issues in dispute. If any person refuses to obey a subpoena
7 issued by the arbitrator or arbitration panel, or refuses to be sworn
8 or to make an affirmation to testify, or any witness, party, or
9 attorney for a party is guilty of any contempt while in attendance at
10 any hearing held hereunder, the arbitrator may invoke the
11 jurisdiction of the superior court in the county where the labor
12 dispute exists, and the court has jurisdiction to issue an
13 appropriate order. Any failure to obey the order may be punished by
14 the court as a contempt thereof.

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

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

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

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

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

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

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

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

1 dispute in a manner as provided for in the collective bargaining
2 agreement.

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

6 (3) The provisions of chapter 49.08 RCW do not apply to this
7 chapter.

8 NEW SECTION. **Sec. 17.** Nothing in this chapter, except as
9 specifically provided for herein, interferes with, impedes, or
10 diminishes in any way the right to strike. However, a labor
11 organization, before engaging in any strike or other concerted
12 refusal to work at any health care institution shall, not less than
13 10 days prior to such action, notify the institution in writing and
14 the commission of that intention. The notice must state the date and
15 time that such action will commence.

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

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

25 (2) The agreement requires the employer to notify the labor
26 organization of opportunities for employment with such employer, or
27 gives the labor organization an opportunity to refer qualified
28 applicants for such employment; or

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

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

1 NEW SECTION. **Sec. 20.** Actions taken by or on behalf of the
2 commission must be pursuant to chapter 34.05 RCW, or rules adopted in
3 accordance with chapter 34.05 RCW, and the right of judicial review
4 provided by chapter 34.05 RCW is applicable to all such actions and
5 rules. However, if a conflict exists between this chapter and 34.05
6 RCW, this chapter governs.

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

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

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

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

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

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

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

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

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

36 (4) Subject to the limitations under RCW 71.05.217 (6) and (7), a
37 physician or surgeon or osteopathic physician or surgeon or podiatric
38 physician or surgeon shall not, without the consent of his or her
39 patient, be examined in a civil action as to any information acquired

1 in attending such patient, which was necessary to enable him or her
2 to prescribe or act for the patient, except as follows:

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

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

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

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

33 (b) For purposes of this section:

34 (i) "First responder" means:

35 (A) A law enforcement officer;

36 (B) A limited authority law enforcement officer;

37 (C) A firefighter;

38 (D) An emergency services dispatcher or recordkeeper;

39 (E) Emergency medical personnel, as licensed or certified by this
40 state;

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

4 (G) A coroner or medical examiner, or a coroner's or medical
5 examiner's agent or employee; or

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

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

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

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

16 (A) A first responder;

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

18 (C) A jail staff person.

19 (v) "Peer supporter" means:

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

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

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

39 (a) For purposes of this section, "sexual assault advocate" means
40 the employee or volunteer from a community sexual assault program or

1 underserved populations provider, victim assistance unit, program, or
2 association, that provides information, medical or legal advocacy,
3 counseling, or support to victims of sexual assault, who is
4 designated by the victim to accompany the victim to the hospital or
5 other health care facility and to proceedings concerning the alleged
6 assault, including police and prosecution interviews and court
7 proceedings.

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

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

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

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

1 otherwise, that might result from the action. In any proceeding,
2 civil or criminal, arising out of a disclosure under this subsection,
3 the good faith of the domestic violence advocate who disclosed the
4 confidential communication shall be presumed.

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

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

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

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

20 (d) As required under chapter 26.44 or 74.34 RCW or RCW 71.05.217
21 (6) or (7); or

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

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

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

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

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

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

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

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

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

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

27 (d) For purposes of this subsection:

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

31 (ii) "Union" means any lawful organization that has as one of its
32 primary purposes the representation of employees in their employment
33 relations with employers, including without limitation labor
34 organizations defined by 29 U.S.C. Sec. 152(5) and 5 U.S.C. Sec.
35 7103(a)(4), representatives defined by 45 U.S.C. Sec. 151, and
36 bargaining representatives defined in RCW 41.56.030, and employee
37 organizations as defined in RCW 28B.52.020, 41.59.020, 41.80.005,
38 41.76.005, 47.64.011, and 53.18.010, and bargaining representatives
39 as defined in section 3 of this act.

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

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

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

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

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