

05-1657 WASHINGTON V. WASHINGTON EDUCATION ASSOCIATION

DECISION BELOW:156 Wash 2d 543

LOWER COURT CASE NUMBER: 74268-5, 74316-9

QUESTIONS PRESENTED:

Where state law does not prohibit the practice, collective bargaining agreements may contain a union security provision, which requires employees, who are not members of the union, to pay an agency shop fee to the union as a condition of employment. *Abood v. Detroit Board of Education*, 431 U.S. 209 (1986), held that, to protect these nonmembers' First Amendment rights, the union is prohibited from using these fees to support its political agenda if the nonmember objects (opt-out). Wash. Rev. Code § 42.17.760 provides additional protection for nonmembers by requiring them to affirmatively consent (opt-in) before their fees may be used for political purposes.

Does the requirement in Wash. Rev. Code § 42.17.760 that nonmembers must affirmatively consent (opt-in) before their fees may be used to support the union's political agenda violate the union's First Amendment rights?

CERT. GRANTED 9/26/2006

CONSOLIDATED WITH 05-1589 FOR ONE HOUR ORAL ARGUMENT.