

## **Bill to Unionize Day Care Workers Violates the National Labor Relations Act**

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SSB 6522, a bill to unionize daycare workers, contains an internal contradiction.<sup>1</sup> SSB 6522 would require daycare directors and workers to join a labor union as a condition of employment, and would result in a payment by state taxpayers of millions of dollars to the union. \$6.13 million is already being paid by the state to the union of family child care workers under legislation passed in 2006.

SSB 6522 contains contradictory clauses in an apparent effort to avoid violating the National Labor Relations Act. Section 1 of SSB 6522 states as follows:

“...Unlike traditional collective bargaining, this new approach will afford these directors and workers the opportunity to bargain with the state only over the state’s support for child care centers, a matter of common concern to both directors and workers. Specific terms and conditions of employment at individual centers, which are the subjects of traditional collective bargaining between employers and their employees, fall outside the limited scope of bargaining defined by this act. Accordingly, traditional policy concerns over supervisors and employees being organized into a common bargaining unit are inapplicable...”

And that:

“Under the national labor relations act, an organization that represents child care center directors and workers in bargaining with the state under this act is precluded from representing workers seeking to engage in traditional collective bargaining with their employer over specific terms and conditions of employment at individual child care centers.”

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<sup>1</sup> SSB 6522, Access to Quality Child Care Workforce Act,” introduced January 17, 2008, accessed at <http://apps.leg.wa.gov/documents/billdocs/2007-08/Pdf/Bills/Senate%20Bills/6522-S2.pdf>.

Later in the bill, though, these statements are contradicted by the bill's definition of collective bargaining. Section 3 (subsection 4) says:

“‘Collective bargaining’ means the performance of the mutual obligations of the public employer and the exclusive bargaining representative to meet at reasonable times, to confer and negotiate in good faith, and to execute a written agreement with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours and working conditions....”

Thus Section 1 says the bill does not authorize traditional collective bargaining, while Section 3 says just the opposite.

The bill text then attempts to reconcile this contradiction with a “notwithstanding clause,” Section 2 (2)(c) (ii), which says:

“Notwithstanding the definition of ‘collective bargaining’ in RCW 41.56.030 (4), the scope of collective bargaining for child care center directors and workers under this section shall be limited solely to these matters within the purview of the state and within the community of interest in child care center directors and workers: (A) Professional development and training, but not curriculum requirements; (B) mechanisms and funding to improve the access of child care centers to health care insurance and other benefit programs; (C) economic compensation to child care centers, such as manner and rate of subsidy and reimbursement, including tiered reimbursements; (D) other economic support for child care centers; and (E) grievance procedures...”

This “notwithstanding clause,” fails to solve the bill's internal contradictions because it reintroduces negotiation of personnel matters. SSB 6522 will allow collective bargaining of health care insurance benefits, other benefit programs, other economic support, requirements for professional development and training, and grievance procedures, in violation of the National Labor Relations Act. Bonuses, wages, merit pay, and even retirement benefits would be subject to collective bargaining, as all of these subjects can be considered to be “other benefit programs.”

In conclusion, it appears that the bill, despite its confusing “notwithstanding clause,” violates the National Labor Relations Act, because it gives the union monopoly authority to engage in traditional collective bargaining.

**Total to Union: \$1,278,609**

\*Source: Public Records Officer, Department of Early Learning, pursuant to Public Records Request dated 1/23/08

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