

1 MEMORANDUM OF UNDERSTANDING
2 BETWEEN
3 THE EVERGREEN STATE COLLEGE (EVERGREEN)
4 AND
5 THE WASHINGTON FEDERATION OF STATE EMPLOYEES (UNION)
6 CLASSIFIED EMPLOYEES
7

8 The parties agree to modify Article 41, Dues/Fees Deduction and Status Reports, of
9 the 2017-2019 Collective Bargaining Agreement between the Evergreen State College
10 and Washington Federation of State Employees as follows:
11

12 ARTICLE 41

13 UNION DUES/FEES DEDUCTION AND STATUS REPORTS

14 41.1 Union Dues/Fees

- 15 A. ~~When an employee provides~~ Upon receipt of the employee's written authorization
16 ~~to the Employer~~, the ~~Union has the right to have~~ Employer will deducted from the
17 employee's salary, an amount equal to the ~~fees or~~ dues required to be a member of
18 the Union. The Employer will provide payments for ~~all said the~~ deductions to the
19 Union at the Union's official headquarters each pay period.
- 20 B. Forty-five (45) calendar days prior to any change in dues ~~and/or fees~~, the Union
21 will provide notice to the Employer of the percentage and maximum dues ~~and/or~~
22 ~~fees~~ to be deducted from the employee's salary.

23 41.2 Notification to Employees

24 The Employer will inform, in writing, new, transferred, promoted, or demoted employees
25 prior to appointment into positions included in the bargaining unit(s) of the Union's
26 exclusive ~~recognition and the union security provision~~ representation status. Upon
27 appointment to a bargaining unit position, tThe Employer will furnish the employees
28 appointed into bargaining unit positions with membership materials provided by the Union
29 and a payroll deduction authorization form. The Employer will inform bargaining unit

30 employees in writing, with a copy to the Union, if when they are subsequently appointed
31 to a non-bargaining position on a non-temporary appointment that is not in the bargaining
32 unit.

33 **41.3 — Union Security**

34 ~~All employees covered by this Agreement will, as a condition of employment, either~~
35 ~~become members of the Union and pay membership dues or, as non members, pay a fee as~~
36 ~~described in A, B, and C below no later than the 30th day following the effective date of~~
37 ~~this Agreement or the beginning of their employment.~~

38 ~~A. — Employees who choose not to become union members must pay to the Union, no~~
39 ~~later than the 30th day following the beginning of employment, an agency shop fee~~
40 ~~equal to the amount required to be a member in good standing of the Union.~~

41 ~~B. — An employee who does not join the Union based on bona fide religious tenets, or~~
42 ~~teachings of a church or religious body of which he or she is a member, will make~~
43 ~~payments to the Union that are equal to its membership dues, less monthly union~~
44 ~~insurance premiums, if any. These payments will be used for purposes within the~~
45 ~~program of the Union that are in harmony with the employee's conscience. Such~~
46 ~~employees will not be members of the Union, but are entitled to all of the~~
47 ~~representational rights of union members.~~

48 ~~C. — The Union will establish a procedure that any employee who makes a request may~~
49 ~~pay a representation fee equal to a pro rata share of the full membership fee that is~~
50 ~~related to expenditures for collective bargaining, contract administration and the~~
51 ~~pursuit of matters affecting wages, hours and other conditions of employment,~~
52 ~~rather than the full membership fee.~~

53 ~~D. — If an employee fails to meet the union security provisions outlined above, the Union~~
54 ~~may notify the Employer. If the Union notifies the Employer, the Union will inform~~
55 ~~the employee that his or her employment may be terminated. Once the Employer~~
56 ~~is notified and has verified an employee's failure to meet the union security~~
57 ~~provisions, the Employer may terminate the employee.~~

58 **41.43 Deduction Authorization**

59 The Employer agrees to deduct an amount equal to the membership dues, ~~agency shop fee,~~
60 ~~non-association fee, or representation fee~~ from the salary of employees who request such
61 deduction in writing within thirty (30) days of the receipt of a properly completed request
62 submitted to the appropriate payroll office. Such request will be made on a Union payroll
63 deduction authorization card. The Employer will honor the terms and conditions of each
64 employee's signed membership card.

65 **41.54. Dues/Fees Cancellation/Revocation**

66 An employee may ~~cancel-revoke his or her~~their authorization for payroll deduction of
67 ~~dues/fees payments to the Union~~ by written notice to the ~~Employer and the Union in~~
68 accordance with the terms and conditions of their signed membership card. Every effort
69 will be made to ~~make the cancellation end the deduction~~ effective on the first payroll, and
70 not later than the second payroll, after timely receipt ~~of the notice by the Employer's payroll~~
71 office of confirmation from the Union that the terms of the employee's signed membership
72 card regarding dues deduction revocation have been met. ~~However, the cancellation may~~
73 ~~cause the employee to be terminated, subject to Section 41.3, above.~~

74 **41.65 Voluntary Deduction**

75 A. **PEOPLE**

76 The Employer agrees to deduct from the wages of any employee who is a member
77 of the Union a PEOPLE deduction as provided for in a written authorization. Such
78 authorization must be executed by the employee and may be revoked by the
79 employee at any time by giving written notice to both the Employer and the Union.
80 The Employer agrees to ~~electronically~~ remit any deductions made pursuant to this
81 provision to the Union no later than the 12th of the month following the payroll
82 period from which it was deducted together with an ~~electronic~~ report showing:

- 83 1. Employee name;
- 84 2. Unique employee system identification number; and

85 3. Amount deducted

86 ~~B.~~ The parties agree this Section satisfies the Employer's obligations and provides for
87 the deduction authorized by RCW 41.04.230.

88 **B. Trustmark Universal Life Insurance with Long Term Care**

89 The Employer agrees to deduct from the wages of any employee who is a member
90 of the Union a deduction for the Trustmark Universal Life Insurance with Long
91 Term Care as provided for in a written authorization. Such authorization must be
92 executed by the employee and may be revoked by the employee at any time by
93 giving written notice to both the Employer. The Employer agrees to remit any
94 deductions made to Trustmark to the Union no later than the 12th of the month
95 following the payroll period from which it was deducted together with a report
96 showing:

97 1. Employee name;

98 2. Unique employee system identification number;

99 3. Amount deducted; and

100 4. Deduction code.

101 **41.76 Employee Status Reports**

102 Each month, the Employer will provide the Union a list of all employees in the bargaining
103 units. The electronic list will be sent to WFSE headquarters no later than the 12th of the
104 month following the payroll period from which it was deducted.

105 A. The Employer will report:

106 1. Employee name;

107 2. Permanent address;

108 3. Work telephone number, if available;

- 109 4. Job classification code and job title;
- 110 5. Unique employee system identification number;
- 111 6. Position number, if available;
- 112 7. Employer code;
- 113 8. Home department name, if available;
- 114 9. Employee type;
- 115 10. Seniority date;
- 116 11. Employment date;
- 117 12. Job percent of full;
- 118 13. Total salary from which union dues/fees are calculated;
- 119 14. Salary range and step;
- 120 15. Union deduction code(s), if available, and amount(s);
- 121 16. Work county code and name, if available;
- 122 17. Bargaining unit code; and
- 123 18. Whether an employee has been appointed to, separated from, or moved out
124 of the bargaining units, and the effective date of such action.
- 125 19. Overtime-exempt or overtime-eligible status.
- 126 B. The Union will maintain the confidentiality of all employees' permanent, home
127 and/or mailing addresses.

128 **41.87 Indemnification**

129 The Union agrees to indemnify and hold the Employer harmless from all claims, demands,
130 suits or other forms of liability that arise against the Employer for or on account of will be
131 held harmless by the Union and employees for compliance with this Article, ~~any~~ issues
132 related to the deduction of dues and fees; and any issues related to Employee Status
133 Reports, including reimbursement for any legal fees or expenses incurred in connection
134 with such action. The Union will indemnify the Employer for any violation of employee
135 privacy committed by the Union pursuant to this Article.

136

137

138 Agreed this 4th day of September, 2018

140

141 The Evergreen State College

142 Laurel R. Uznanski

143 Laurel R. Uznanski, Chief Negotiator

144

Washington Federation of State Employees

Ron Heley

Ron Heley, Chief Negotiator