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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE EVERGREEN STATE COLLEGE (EVERGREEN)**  
**AND**  
**THE WASHINGTON FEDERATION OF STATE EMPLOYEES (UNION)**  
**STUDENT SUPPORT SERVICE STAFF UNION**

The parties agree to modify Article 9, Dues/Fees Deduction and Status Reports, of the 2017-2019 Collective Bargaining Agreement between the Evergreen State College and Washington Federation of State Employees.

The effective date of the change to the CBA is the date the Parties sign this agreement.

Article 9, Dues/Fees Deduction and Status Reports, is modified as follows:

**ARTICLE 9**

**UNION DUES/FEES DEDUCTION AND STATUS REPORTS**

**9.1 Union Dues/~~Fees~~**

- A. ~~When an employee provides~~Upon receipt of the employee's written authorization ~~to the College,~~ the ~~Union has the right to have~~College will deducted from the employee's salary, an amount equal to the ~~fees or~~ dues required to be a member of the Union. The College will provide payments for ~~all said~~the deductions to the Union at the Union's official headquarters each pay period.
- B. Forty-five (45) calendar days prior to any change in dues ~~and/or fees,~~ the Union will provide notice to the College, ~~with a copy to the Office of Financial Management, Labor Relations,~~ of the percentage and maximum dues ~~and/or fees~~ to be deducted from the employee's salary.

36 **9.2 Notification to Employees**

37 The College will inform, in writing, new, transferred, promoted, or demoted employees  
38 prior to appointment into positions included in the bargaining unit(s) of the Union's  
39 exclusive ~~recognition and the union security provision~~ representation status. Upon  
40 appointment to a bargaining unit position, tThe College will furnish the employees  
41 ~~appointed into bargaining unit positions with membership materials provided by the Union~~  
42 and a payroll deduction authorization form. The College will inform bargaining unit  
43 employees in writing with a copy to the Union when they are subsequently appointed to a  
44 position that is not in the non-bargaining unit position on a non-temporary appointment.

45

46 ~~9.3~~ **Union Security**

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

51

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

55

56 ~~B. An employee who does not join the Union based on bona fide religious tenets, or~~  
57 ~~teachings of a church or religious body of which the employee is a member, will~~  
58 ~~make payments to the Union that are equal to its membership dues, less monthly~~  
59 ~~union insurance premiums, if any. These payments will be used for purposes within~~  
60 ~~the program of the Union that are in harmony with the employee's conscience.~~  
61 ~~Such employees will not be members of the Union, but are entitled to all of the~~  
62 ~~representational rights of union members.~~

63

64 ~~C. The Union will establish a procedure that any employee who makes a request may pay~~  
65 ~~a representation fee equal to a pro rata share of the full membership fee that is~~  
66 ~~related to expenditures for collective bargaining, contract administration and the~~

67 ~~pursuit of matters affecting wages, hours and other conditions of employment,~~  
68 ~~rather than the full membership fee.~~

69  
70 D. ~~— If an employee fails to meet the union security provisions outlined above, the Union~~  
71 ~~may notify the College. If the Union notifies the College, the Union will inform~~  
72 ~~the employee that employment may be terminated. Once the College is notified~~  
73 ~~and has verified an employee's failure to meet the union security provisions, the~~  
74 ~~College may terminate the employee.~~

75  
76 **9.43 Deduction Authorization**

77  
78 The College agrees to deduct an amount equal to the membership dues, ~~agency shop fee,~~  
79 ~~non-association fee, or representation fee~~ from the salary of employees who request such  
80 deduction in writing within thirty (30) days of the receipt of a properly completed request  
81 submitted to the appropriate payroll office. Such request will be made on a Union payroll  
82 deduction authorization card. The College will honor the terms and conditions of each  
83 employee's signed membership card.

84  
85 **9.54 Dues/Fees Cancellation/Revocation**

86 An employee may ~~cancel/ revoke their authorization for~~ payroll deduction of ~~dues/fees~~  
87 payments to the Union by written notice to ~~the College and~~ the Union in accordance with  
88 the terms and conditions of their signed membership card. Every effort will be made to  
89 ~~make the cancellation end the deduction~~ effective on the first payroll, and not later than the  
90 second payroll, after timely receipt ~~of the notice by~~ the College's payroll office of  
91 confirmation from the Union that the terms of the employee's signed membership card  
92 regarding dues deduction revocation have been met. ~~However, the cancellation may cause~~  
93 ~~the employee to be terminated, subject to Subsection 9.3, above.~~



98 **9.65 Voluntary Deduction**

99

100 A. **PEOPLE**

101 The College agrees to deduct from the wages of any employee who is a member of  
102 the Union a PEOPLE deduction as provided for in a written authorization. Such  
103 authorization must be executed by the employee and may be revoked by the  
104 employee at any time by giving written notice to both the College and the Union.

105 The College agrees to ~~electronically~~ remit any deductions made pursuant to this  
106 provision to the Union no later than the 12<sup>th</sup> of the month following the payroll  
107 period from which it was deducted together with an ~~electronic~~ report showing:

108

109 1. Employee name;

110

111 2. Unique employee system identification number; and

112

113 3. Amount deducted

114

115 The parties agree this Section satisfies the College's obligations and provides for  
116 the deduction authorized by RCW 41.04.230.

117

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

119 The Employer agrees to deduct from the wages of any employee who is a member  
120 of the Union a deduction for the Trustmark Universal Life Insurance with Long  
121 Term Care as provided for in a written authorization. Such authorization must be  
122 executed by the employee and may be revoked by the employee at any time by  
123 giving written notice to both the Employer. The Employer agrees to remit any  
124 deductions made to Trustmark to the Union no later than the 12<sup>th</sup> of the month  
125 following the payroll period from which it was deducted together with a report  
126 showing:

127 1. Employee name;

128 2. Unique employee system identification number;

129 3. Amount deducted; and

130 4. Deduction code.

131 B.

132  
133 **9.76 Employee Status Reports**

134 Each month, the College will provide the Union a list of all employees in the bargaining  
135 units. The electronic list will be sent to WFSE headquarters no later than the 12<sup>th</sup> of the  
136 month following the payroll period from which it was deducted.

137  
138 A. The College will report:

- 139
- 140 1. Employee name;
  - 141
  - 142 2. Permanent address;
  - 143
  - 144 3. Work telephone number, if available;
  - 145
  - 146 4. Job title;
  - 147
  - 148 5. Unique employee system identification number;
  - 149
  - 150 6. Position number, if available;
  - 151
  - 152 7. College code;
  - 153
  - 154 8. Home department name, if available;
  - 155
  - 156 9. Employee type;
  - 157
  - 158 10. Seniority date;
  - 159

- 160 11. Employment date;  
161  
162 12. Job percent of full;  
163  
164 13. Total salary from which union dues/fees are calculated;  
165  
166 14. Salary range and step;  
167  
168 15. Union deduction code(s), if available, and amount(s);  
169  
170 16. Work county code and name, if available;  
171  
172 17. Bargaining unit code;  
173  
174 18. Whether an employee has been appointed to, separated from, or moved out  
175 of the bargaining unit, and the effective date of such action and  
176  
177 19. Overtime-exempt or overtime-eligible status.  
178  
179 B. The Union will maintain the confidentiality of all employees' permanent, home  
180 and/or mailing addresses.

181  
182 **9.87 Indemnification**

183 The Union agrees to indemnify and hold the College harmless from all claims, demands,  
184 suits or other forms of liability that arise against the College for or on account of ~~will be~~  
185 ~~held harmless by the Union and employees for~~ compliance with this Article; any issues  
186 related to the deduction of dues and fees; and any issues related to Employee Status  
187 Reports, including reimbursement for any legal fees or expenses incurred in connection  
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190 with such action. The Union will indemnify the Employer-College for any violation of  
191 employee privacy committed by the Union pursuant to this Article.

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195 Agreed this 30<sup>th</sup> day of January, 2019

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197 The Evergreen State College

Washington Federation of State Employees

198 Laurel R. Uznanski

Ron Heley

199 Laurel R. Uznanski, Chief Negotiator

Ron Heley, Chief Negotiator

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