

1 MEMORANDUM OF UNDERSTANDING

2
3 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING
4 AGREEMENT BETWEEN THE WASHINGTON FEDERATION OF STATE EMPLOYEES
5 LOCAL 931 (THE "UNION") AND EASTERN WASHINGTON UNIVERSITY (THE
6 "UNIVERSITY") PURSUANT TO ARTICLE 5 OF THE COLLECTIVE BARGAINING
7 AGREEMENT (CBA) BEGINNING JULY 1, 2017.
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10 **The parties agree that:**

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12 1. Article 5, Union Membership and Dues, of the 2017-2019 CBA will be modified as follows:
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14 **ARTICLE 5 – UNION ~~MEMBERSHIP AND DUES~~ DEDUCTION**

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16 **5.1 — Union Membership.**
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18 ~~5.1.1 — Agency Shop. Subject to the provisions of this Article, employees who are~~
19 ~~members of the Union as of the effective date of this Agreement will remain~~
20 ~~members in good standing for the term of the Agreement. Any employee~~
21 ~~who, as of the effective date of this Agreement is not a member of the~~
22 ~~Union, and any employee hired after the effective date of this Agreement~~
23 ~~will, within thirty (30) days become and remain a member of the Union. In~~
24 ~~the event any employee wishes to withdraw from the Union, or does not~~
25 ~~wish to become a member of the Union, the employee will have the right to~~
26 ~~decline membership in the Union under the following circumstances:~~

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28 ~~(a) — In accordance with RCW 41.80.100, an employee who asserts a right~~
29 ~~of non-association based on bona fide religious tenets or the~~
30 ~~teachings of a religious body of which the employee is a member will~~
31 ~~pay to the Union an amount of money equal to regular dues, which~~
32 ~~the Union will either use for purposes that are in harmony with the~~
33 ~~employee's individual conscience or provide to a nonreligious~~
34 ~~charity.~~

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36 ~~(b) — If an Employee for reasons other than religious belief does not wish~~
37 ~~to be a member of the Union, that employee will proportionately and~~
38 ~~fairly share in the cost of the collective bargaining process by paying~~
39 ~~to the Union a representation fee. The representation fee will be~~
40 ~~fixed at the amount of dues and initiation fees uniformly required of~~
41 ~~each member of the bargaining unit to defray the cost of services~~
42 ~~rendered by the Union in negotiating and administering this~~
43 ~~Agreement as provided by RCW 41.80.100(1).~~

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45 ~~5.1.2 — Compliance. In the event an employee fails to meet the requirements set~~
46 ~~forth in Section 5.1.1, the Union will give the University a reminder of this~~
47 ~~fact, with a copy to the employee. The employee will comply within thirty~~

(30) days of receipt of such reminder.

5.2.5.1 Union Dues Deduction Authorization and Fees.

5.2.5.1.1 The University will make deductions each pay period from the pay of employees for regular Union dues, ~~representation fees and initiation fees~~, as identified by the Union, within thirty (30) days of receipt; provided the Union provides to the University a written authorization from the employee for such deductions, which will be made on a Union payroll deduction authorization card or form. The Union will notify the University payroll office in writing at least thirty (30) days in advance of any changes in its fees.

5.1.2 The University will remit a payment for all ~~representation fees~~ regular Union dues to the Union at the Union's Official Headquarters at the end of each pay period. Accompanying the remittance will be a listing of the names, unique employee identification numbers, membership status, total wages for the time period, and the amount remitted for all employees from whom deductions were made.

5.2 Voluntary Deductions.

5.2.1 PEOPLE

(a) The University agrees to make deductions each pay period from the pay of any employee who is a member of the Union, deductions for the PEOPLE program. Written authorizations must be requested in writing by the employee and may be revoked at any time by giving written notice to both the University Payroll department and the Union. The University agrees to remit a payment, on each payday, any deductions made to the Union. Accompanying the remittance will be a listing of the names, unique employee identification numbers and the amount remitted for all employees from whom deductions were made.

(b) The parties agree this section satisfies the University's obligations and provides for the deduction authorized under RCW 41.04.230.

5.2.2 Public Safety Protection Program (PSPP)

The University agrees to make deductions each pay period from the pay of any employee who is a member of the Union, deductions for the WFSE/AFSCME PSPP. Written authorizations must be made of the WFSE/AFSCME Council 28 PSPP Voluntary Payroll Deduction Authorization form. Deductions will include a one-time initial deduction amount and ongoing monthly deduction amount. Authorizations may be revoked by the employee at any time by giving written notice to both the University and the Union. The University agrees to remit electronically,

1 on each payday, any deductions made to the Union. Accompanying the
2 remittance will be a listing of the names, unique employee identification
3 numbers and the amount remitted for all employees from whom
4 deductions were made.

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6 5.4 Revocation

7 An employee may revoke their authorization for payroll deduction of payments to the Union
8 by written notice to the University and the Union in accordance with the terms and conditions
9 of their signed membership card. Every effort will be made to end the deduction effective on
10 the first payroll, and not later than the second payroll, after receipt by the University of
11 confirmation from the Union that the terms of the employee's signed membership card
12 regarding dues deductions revocation have been met.

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14 5.5 Indemnification and Hold Harmless. The Union agrees to indemnify and ~~save~~hold the
15 University harmless against any liability which may arise by reason of any action
16 taken by the University to comply with the provisions of this article, including
17 reimbursement for any legal fees or expenses incurred in connection such action. The
18 University will promptly notify the Union in writing of any claim, demand, suit or
19 other form of liability asserted against it relating to its implementation of this article.
20 If requested by the Union in writing, the University will surrender any such claim,
21 demand, suit or other form of liability to the Union for defense and resolution.

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25
26 THE WASHINGTON FEDERATION OF
27 STATE EMPLOYEES LOCAL 931

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29 BY: _____

30
31 Sherri-Ann Burke, Labor Advocate

32
33 DATE: _____

8/14/2018

EASTERN WASHINGTON UNIVERSITY

BY: _____

Joseph Fuxa, Labor Relations Manager

DATE: _____

8/14/2018