

1 MEMORANDUM OF UNDERSTANDING

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3 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING  
4 AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON (THE  
5 “UNION”) AND EASTERN WASHINGTON UNIVERSITY (THE “UNIVERSITY”)  
6 PURSUANT TO ARTICLE 3 OF THE COLLECTIVE BARGAINING AGREEMENT (CBA)  
7 BEGINNING JANUARY 1, 2018.  
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10 **The parties agree that:**

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12 1. Article 3, Union Membership and Dues, of the 2018-2021 CBA will be modified as follows:  
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15 **ARTICLE 3: UNION MEMBERSHIP AND DUES**

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17 3.1 Union Membership. Subject to the provisions of this Article, employees who are  
18 members of the Union as of the effective date of this Agreement will remain members  
19 in good standing for the term of the Agreement, unless membership is revoked  
20 through contact with the Union as specified herein. Each employee subject to this  
21 Agreement has the right to become a Union member in good standing by paying  
22 monthly dues. The Union shall be the custodian of records regarding employee’s  
23 Union membership.  
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25 3.2 Union Dues and Fees.  
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27 3.2.1 The University will make deductions each pay period from the pay of  
28 employees for regular Union dues and any/all voluntary contributions to the  
29 Union, as identified by the Union; provided the Union provides to the  
30 University a written, voice or E-signature authorization (in accordance with  
31 applicable law and pursuant to Section 3.2.3 of this Agreement) from the  
32 employee for such deductions. The Union will notify the University at  
33 least thirty (30) days in advance of any changes in its fees.  
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35 3.2.2 The University will remit a payment for all regular Union dues and any/all  
36 voluntary contributions to the Union at the end of each pay period.  
37 Accompanying the remittance will be a listing of the names, unique  
38 employee identification numbers, membership status, total wages for the  
39 time period, and the amount remitted for all employees from whom  
40 deductions were made.  
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42 3.2.3 The University agrees to accept authorizations via voice authorization or by  
43 E-signature in accordance with “E-SIGN.” The Union will provide a list of  
44 those employees who have authorized Union membership via voice  
45 authorization or E-signature to the University on a monthly basis. In  
46 addition, the Union will provide the University with an email and  
47 attachment of the .wav (or other digital format) files associated with the

1 voice Authorization or an attachment of the E-signature documents for  
2 recordkeeping. The Union shall be the official custodian of all records  
3 related to voice/E-signature authorizations. The Union agrees that, as the  
4 custodian of record, it has the responsibility to ensure the accuracy and  
5 safe-keeping of those records.  
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7 3.3 Revocation: An employee may revoke their authorization for payroll deduction of  
8 payments to the Union by written notice to the University and the Union in accordance  
9 with the terms and conditions of their signed membership card or form. Every effort  
10 will be made to end the deduction effective on the first payroll, and not later than the  
11 second payroll, after receipt by the University of confirmation from the Union that the  
12 terms of the employee's signed membership card, E-signed card or voice authorization  
13 regarding dues deductions revocation have been met.  
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15 3.4. Indemnification and Hold Harmless. The Union agrees to indemnify and hold the  
16 University harmless against any liability which may arise by reason of any action  
17 taken by the University to comply with the provisions of this Article, including  
18 reimbursement for any legal fees or expenses incurred in connection with such action.  
19 The University will promptly notify the Union in writing of any claim, demand, suit  
20 or other form of liability asserted against it relating to its implementation of this  
21 Article. If requested by the Union in writing, the University will surrender any such  
22 claim, demand, suit or other form of liability to the Union for defense and resolution.  
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27 PUBLIC SCHOOL EMPLOYEES OF  
28 WASHINGTON

EASTERN WASHINGTON UNIVERSITY

29  
30 BY: Spenser Ross

30 BY: Joe Fuxa

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32 Spenser Ross, Field Representative

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32 Joseph Fuxa, Labor Relations Manager

33  
34 DATE: 4-16-19

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34 DATE: 4/12/19

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