

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CENTRAL WASHINGTON UNIVERSITY
AND
WASHINGTON FEDERATION OF STATE EMPLOYEE**

The parties agree to modify Article 38, Dues/Fees Deduction and Status Reports, of the 2017-2019 Collective Bargaining Agreement between Central Washington University and the Washington Federation of State Employees as follows:

ARTICLE 38

UNION DUES/FEES DEDUCTION AND STATUS REPORTS

38.1 Union Dues/Fees

- A. ~~When an employee provides~~ Upon request of the employee's written authorization ~~to the Employer,~~ the ~~Union Employer will~~ has the right to have deducted from the employee's salary, an amount equal to the ~~fees or~~ dues required to be a member of the Union. The Employer 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 Human Resources of the percentage and maximum dues ~~and/or fees~~ to be deducted from the employee's salary.

38.2 Notification to Employees

The Employer will inform, in writing, new, transferred, temporary, promoted, or demoted employees prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive ~~recognition and the union security provision~~ representation status. Upon appointment to a bargaining unit position, ~~The Employer will send the Chief Shop Steward a copy.~~ ~~The~~ the Employer will furnish the employees ~~appointed into bargaining unit positions~~ with membership materials provided by the Union, ~~a payroll deduction authorization form for dues/fees.~~ The Employer will inform employees, in writing, ~~when~~ if they are subsequently appointed to ~~leaving~~ a position ~~included that is not~~ in a bargaining unit.

38.3 Union Security

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

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

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

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

D. — If an employee fails to meet the union security provisions outlined above, the Union may follow their internal collection process.

38.43 Deduction Authorization

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

38.54 ~~Dues/Fees Cancellation~~Revocation

An employee may ~~cancel-revoke~~ his or her ~~payroll-deduction~~authorization for payroll deduction of ~~dues/fees payments to the Union~~ by written notice to the Employer and the Union ~~in accordance with the terms and conditions of their signed membership card. The cancellation~~Every effort will be made to end the deduction ~~will become~~ effective on the first payroll, ~~and not later than the second payroll, after timely receipt by the Employer of the notice~~confirmation from the Union that the terms of the employee's signed membership card regarding dues deduction revocation have been met.

38.65 Voluntary Deductions

- A. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision to the Union together with an electronic report showing:
 - 1. Employee name;
 - 2. Unique employee system identification number; and
 - 3. Amount deducted
- B. The parties agree this Section satisfies the Employer's obligations and provides for the deduction authorized under section 1 (6) of RCW 41.04.230.
- C. Employer-offered Health or Insurance Supplementals.

38.76 Employee Status Reports

Each pay period, the Employer will provide the Union a list of all employees in the bargaining units with a copy sent to a designated representative of the local. The electronic list will be sent to WFSE headquarters. The reports will contain:

- A. Employee identification number;
- B. Name;
- C. Home mailing address;
- D. Work telephone number;
- E. Work county;
- F. Department;

- G. University mail-stop;
- H. Division;
- I. Employment status (regular or cyclic);
- J. FTE percentage;
- K. Cyclic Designation;
- L. Classification code and title;
- M. Notice of shift premium (yes or no);
- N. Union base salary (total salary from which union dues/fees are calculated);
- O. Range and step;
- P. Original hire date (first hire date with CWU);
- Q. Current hire date (most current hire date – only with CWU);
- R. Separation date;
- S. Dues or fee rate;
- T. Dues or fee deduction amount;
- U. Bargaining unit code;
- V. Leave without pay status; and
- W. Any voluntary PEOPLE deduction.

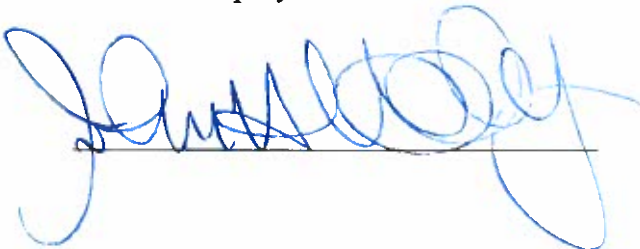
The Union will maintain the confidentiality of all employees' permanent, home and/or mailing addresses. The Union will indemnify the Employer for any violations of employee privacy committed by the Union under this section.

38.87 Indemnification

~~In exchange for the Employer's deduction of dues, the~~ The Union and employees agrees to indemnify and will hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for or on account of compliance with this Article and any and all issues related to the deduction of dues and or fees and any issues related to Employee Status Reports.

Dated 7/19/18

For the Employer



For the Union