

1 MEMORANDUM OF UNDERSTANDING  
2 BETWEEN  
3 THE STATE OF WASHINGTON  
4 AND  
5 WASHINGTON FEDERATION OF STATE EMPLOYEE  
6

7 The parties agree to modify Article 40, Dues Deduction/Status Reports, of the 2017-2019  
8 Collective Bargaining Agreement between the State of Washington and the Washington  
9 Federation of State Employees as follows:

10  
11 ARTICLE 40

12 UNION DUES DEDUCTION/ AND STATUS REPORTS

13 **40.21 Notification to Employees**

14 The Employer will inform new, transferred, promoted, or demoted employees in  
15 writing prior to appointment into positions included in the bargaining unit(s) of the  
16 Union's exclusive ~~recognition and the union security provision~~representation  
17 status. Upon appointment to a bargaining unit position, ~~the~~ Employer will furnish  
18 the employees ~~appointed into bargaining unit positions with a payroll deduction~~  
19 ~~authorization form~~membership materials provided by the Union. The Employer  
20 will inform employees in writing, with a copy to the Union, ~~when-if~~ they are  
21 subsequently appointed to a position that is not in a bargaining unit.

22 **40.42 Deduction Authorization**

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

1 **40.13 Union Dues**

2 A. ~~When an employee provides~~ Upon receipt of the employee's written  
3 authorization ~~to the Employer~~, the Union has the right to have ~~Employer will~~  
4 deducted from the employee's salary an amount equal to the ~~fees or~~ dues  
5 required to be a member of the Union. The Employer will provide payments  
6 for ~~all said the~~ deductions to the Union at the Union's official headquarters  
7 each pay period.

8 B. Forty-five (45) calendar days prior to any change in dues ~~and/or fees~~, the  
9 Union will provide the Office of Financial Management/State Human  
10 Resources, Labor Relations Section the percentage and maximum dues  
11 ~~and/or fees~~ to be deducted from the employee's salary.

12 ~~40.3 Union Security~~

13 ~~All employees covered by this Agreement will, as a condition of employment,~~  
14 ~~either become members of the Union and pay membership dues or, as non-~~  
15 ~~members, pay a fee as described in Subsections 40.3 A, B, and C below, no later~~  
16 ~~than the 30th day following the effective date of this Agreement or the beginning~~  
17 ~~of their employment.~~

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

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

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

6           ~~D. If an employee fails to meet the union security provisions outlined above,~~  
7           ~~the Union may notify the Employer. If the Union notifies the Employer, the~~  
8           ~~Union will inform the employee that his or her employment may be~~  
9           ~~terminated.~~

10   **40.64 Voluntary Deductions**

11    A.    PEOPLE

- 12           1.    The Employer agrees to deduct from the wages of any employee  
13                    who is a member of the Union deduction for the PEOPLE program.  
14                    Written authorizations must be requested in writing by the employee  
15                    and may be revoked by the employee at any time by giving written  
16                    notice to both the Employer and the Union. The Employer agrees to  
17                    remit electronically, on each state payday, any deductions made to  
18                    the Union together with an electronic report showing:
- 19                    a.    Employee name;  
20                    b.    Personnel number;  
21                    c.    Amount deducted; and  
22                    d.    Deduction code.
- 23           2.    The parties agree this section satisfies the Employer's obligations  
24                    and provides for the deduction authorized under [RCW 41.04.230](#).

25    B.    Public Safety Protection Program (PSPP)

26           The Employer agrees to deduct from the wages of any employee who is a  
27           member of the Union deductions for the WFSE/AFSCME PSPP. Written  
28           authorizations must be on the WFSE/AFSCME Council 28 PSPP Voluntary

1 Payroll Deduction Authorization form. Deductions will include a one-time  
2 initial deduction amount and ongoing monthly deduction amount.  
3 Authorizations may be revoked by the employee at any time by giving  
4 written notice to both the Employer and the Union. The Employer agrees  
5 to remit electronically, on each state payday, any deductions made to the  
6 Union together with an electronic report showing:

- 7 1. Employee name;
- 8 2. Personnel number;
- 9 3. Amount deducted; and
- 10 4. Deduction code.

11 **40.75 Status Reports**

12 A. No later than the twelfth (12<sup>th</sup>) of each month, the Employer will provide  
13 the Union with a report in an electronic format of the following data, if  
14 maintained by the Employer, for employees in the bargaining unit:

- 15 1. Personnel number
- 16 2. Employee name
- 17 3. Mailing address
- 18 4. Personnel area code and title
- 19 5. Organization unit code, abbreviation and title
- 20 6. Work county code and title
- 21 7. Work location street (if available)
- 22 8. Work location city (if available)
- 23 9. Work phone number
- 24 10. Employee group
- 25 11. Job class code and title
- 26 12. Appointment date
- 27 13. Bargaining unit code and title
- 28 14. Position number
- 29 15. Pay scale group

- 1           16. Pay scale level
- 2           17. Employment percent
- 3           18. Seniority date
- 4           19. Separation date
- 5           20. Special pay code
- 6           21. Total salary from which union dues is calculated
- 7           22. Deduction wage type
- 8           23. Deduction amount
- 9           24. Overtime eligibility designation
- 10          25. Retirement benefit plan

11           B. No later than the twelfth (12<sup>th</sup>) of each month, the Employer will provide  
12           the Union with a report in an electronic format of the following data, if  
13           maintained by the Employer, for employees who enter or leave the  
14           bargaining unit or who stop or start deductions:

- 15           1. Personnel number
- 16           2. Employee name
- 17           3. Mailing address
- 18           4. Personnel area code and title
- 19           5. Organization unit code, abbreviation and title
- 20           6. Work county code and title
- 21           7. Work location street (if available)
- 22           8. Work location city (if available)
- 23           9. Work phone number
- 24           10. Employee group
- 25           11. Job class code and title
- 26           12. Appointment date
- 27           13. Bargaining unit code and title
- 28           14. Position number
- 29           15. Pay scale group
- 30           16. Pay scale level

- 1                    17.    Employment percent
- 2                    18.    Seniority date
- 3                    19.    Separation date
- 4                    20.    Special pay code
- 5                    21.    Total salary from which union dues is calculated
- 6                    22.    Action reason title and effective date

7                    C.    Information provided pursuant to this Section will be maintained by the  
8                    Union in confidence according to the law.

9                    D.    The Union will indemnify the Employer for any violations of employee  
10                    privacy committed by the Union pursuant to this Section.

11    **40.56 ~~Dues Cancellation~~ Revocation**

12                    An employee may ~~cancel~~ revoke his or her authorization for payroll deduction of  
13                    fees-payments to the Union by written notice to the Employer and the Union in  
14                    accordance with the terms and conditions of their signed membership card. Every  
15                    effort will be made to ~~make the cancellation~~ end the deduction effective on the first  
16                    payroll, and not later than the second payroll, after receipt by the Employer of ~~the~~  
17                    notice confirmation from the Union that the terms of the employee's signed  
18                    membership card regarding dues deduction revocation have been met. ~~However,~~  
19                    ~~the cancellation may cause the employee to be terminated, subject to Section 40.3,~~  
20                    ~~above.~~

21    **40.8-7 Indemnification**

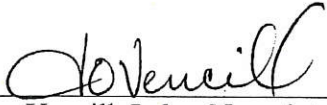
22                    The ~~Employer shall be held harmless by the Union and employees~~ agrees to  
23                    indemnify and hold the Employer harmless from all claims, demands, suits or other  
24                    forms of liability that arise against the Employer for or on account of compliance  
25                    with this Article and any and all issues related to the deduction of dues ~~and or~~ fees.

1 Dated July 6, 2018

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For the Employer

For the Union



John Vencill, Labor Negotiator



Amy Spiegel, Director of Negotiations

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