

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

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

11 **ARTICLE 40**

12 **UNION DUES DEDUCTION AND STATUS REPORTS**

13 **40.1 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 representation status. Upon appointment to a bargaining unit  
17 position, the Employer will furnish the employees with membership materials  
18 provided by the Union. The Employer will inform employees in writing, ~~with a~~  
19 ~~copy to the Union,~~ if they are subsequently appointed to a position that is not in a  
20 bargaining unit.

21 **40.2 Deduction Authorization**

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

28 **40.3 Union Dues**

29 A. Upon receipt of the employee's written authorization, the Employer will  
30 deduct from the employee's salary an amount equal to the dues required to

1 Authorizations may be revoked by the employee at any time by giving  
2 written notice to both the Employer and the Union. The Employer agrees  
3 to remit electronically, on each state payday, any deductions made to the  
4 Union together with an electronic report showing:

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

9 C. Trustmark Universal Life Insurance with Long Term Care

10 The Employer agrees to deduct from the wages of any employee who is a  
11 member of the Union deductions for the Trustmark Universal Life  
12 Insurance with Long Term Care. Written authorizations must be provided.  
13 Authorizations may be revoked by the employee at any time by giving  
14 written notice to the Employer. The Employer agrees to remit electronically,  
15 on each state payday, any deductions made to Trustmark together with an  
16 electronic report showing:

- 17 1. Employee name;
- 18 2. Personnel number;
- 19 3. Amount deducted; and
- 20 4. Deduction code.

21 **40.5 Status Reports**

22 A. No later than the tenth (10<sup>th</sup>) and twenty-fifth (25<sup>th</sup>) ~~twelfth (12<sup>th</sup>)~~ of each  
23 month, the Employer will provide the Union with a report in an electronic  
24 format of the following data, if maintained by the Employer, for employees  
25 in the bargaining unit:

- 26 1. Personnel number
- 27 2. Employee name
- 28 3. Mailing address

- 1 4. Personnel area code and title
- 2 5. Organization unit code, abbreviation and title
- 3 6. Work county code and title
- 4 7. Work location street (if available)
- 5 8. Work location city (if available)
- 6 9. Work phone number
- 7 10. Work e-mail address (if available)
- 8 11. Employee group
- 9 ~~11~~12. Job class code and title
- 10 ~~12~~13. Appointment date
- 11 ~~13~~14. Bargaining unit code and title
- 12 ~~14~~15. Position number
- 13 ~~15~~16. Pay scale group
- 14 ~~16~~17. Pay scale level
- 15 ~~17~~18. Employment percent
- 16 ~~18~~19. Seniority date
- 17 ~~19~~20. Separation date
- 18 ~~20~~21. Special pay code
- 19 ~~21~~22. Total salary from which union dues is calculated
- 20 ~~22~~23. Deduction wage type
- 21 ~~23~~24. Deduction amount
- 22 ~~24~~25. Overtime eligibility designation
- 23 ~~25~~26. Retirement benefit plan
- 24 ~~26~~27. Action reason title and effective date (including entering or leaving  
25 the bargaining unit and starting or stopping dues)

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

- 30 ~~1. Personnel number~~

- 1           2. ~~Employee name~~
- 2           3. ~~Mailing address~~
- 3           4. ~~Personnel area code and title~~
- 4           5. ~~Organization unit code, abbreviation and title~~
- 5           6. ~~Work county code and title~~
- 6           7. ~~Work location street (if available)~~
- 7           8. ~~Work location city (if available)~~
- 8           9. ~~Work phone number~~
- 9           10. ~~Employee group~~
- 10          11. ~~Job class code and title~~
- 11          12. ~~Appointment date~~
- 12          13. ~~Bargaining unit code and title~~
- 13          14. ~~Position number~~
- 14          15. ~~Pay scale group~~
- 15          16. ~~Pay scale level~~
- 16          17. ~~Employment percent~~
- 17          18. ~~Seniority date~~
- 18          19. ~~Separation date~~
- 19          20. ~~Special pay code~~
- 20          21. ~~Total salary from which union dues is calculated~~
- 21          22. ~~Action reason title and effective date~~

22           C.B. Information provided pursuant to this Section will be maintained by the  
23           Union in confidence according to the law.

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

26   **40.6 Revocation**

27           An employee may revoke his or her authorization for payroll deduction of payments  
28           to the Union by written notice to the Employer and the Union in accordance with  
29           the terms and conditions of their signed membership card. Every effort will be made

1 to end the deduction effective on the first payroll, and not later than the second  
2 payroll, after receipt by the Employer of confirmation from the Union that the terms  
3 of the employee's signed membership card regarding dues deduction revocation  
4 have been met.

5 **40.7 Indemnification**

6 The Union agrees to indemnify and hold the Employer harmless from all claims,  
7 demands, suits or other forms of liability that arise against the Employer for or on  
8 account of compliance with this Article and any and all issues related to the  
9 deduction of dues or fees.

10

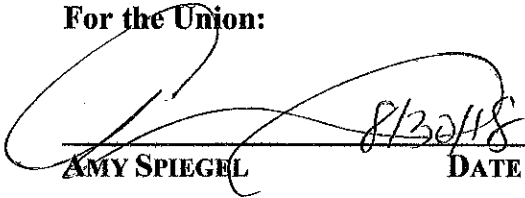
11

12

**For the Union:**

**For the Employer:**

13

  
\_\_\_\_\_  
AMY SPIEGEL                      8/30/18                      DATE

14

  
\_\_\_\_\_  
JOHN VENCILL                      8/30/18                      DATE

15