

**MEMORANDUM OF UNDERSTANDING
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES**

The parties agree to modify the below sections of Article 5 of the 2017-2019 Collective Bargaining Agreement between Washington State University and the Washington Federation of State Employees as follows:

5.3 UNION SECURITY/UNION DUES DEDUCTIONS

- A. The vacancy notice for a position covered within a bargaining unit will advise applicants that the position is included in a bargaining unit. Prior to appointment into positions included in the bargaining unit(s), the University will inform all employees, including new, layoff, transferred, promoted, or demoted employees, of the Union's exclusive recognition and the provisions of this Article.
- B. At the time of hire into a position within a bargaining unit, the University will provide each employee a printed copy of this Agreement and membership materials provided by the Union. The University will also provide a copy of an information sheet containing pertinent collective bargaining agreement and contact information. The University will inform employees in writing when they leave a position in the bargaining unit.
- C. Upon final ratification and approval of this Agreement by both Parties, the Union will provide sufficient copies for the University's distribution of the Agreement to all supervisors and managers of bargaining unit employees. The University will post the Agreement on the Human Resource Services, Labor Relations website. The University shall distribute the Agreement to all current and new bargaining unit members. The Union shall provide the University sufficient copies of the Agreement and membership materials to fulfill its obligations in accordance with this Section and Section B above.
- D. An employee who has previously authorized payroll deduction of membership dues will continue to have such deduction made and will not be required to reauthorize

such deduction.

- E. The University agrees to deduct an amount equal to the membership dues from the salary of employees who request such a deduction in writing within thirty (30) days of receipt of a properly completed request submitted to Payroll Services. Such request will be made on a Union payroll deduction authorization card. The University will honor the terms and conditions of each employee's signed membership card.
- F. Within thirty (30) days after the effective date of this Contract, the Union will provide the University with the amounts for membership dues.
- G. The Union will provide the University thirty (30) days advance notice of a change in the amount of dues.
- H. Employees represented by the Union who move to a position in another bargaining unit represented by the Union will have their membership dues deduction continued.
- I. Where an employee has been suspended, reduced-in-force, or was discharged and subsequently returned to work, with full or partial back pay, or has been reclassified retroactively, the University will deduct the Union membership dues that are due and owing for the period for which the employee receives back pay.
- J. Where an employee takes leave without pay or a temporary position outside of the bargaining unit and subsequently returns to work or to the previously held bargaining unit position, deduction of membership dues will be restarted with the first pay period of work.
- K. When a project or cyclic employee returns to work in a covered position, deduction of membership dues will be restarted with the first pay period of work.
- L. When an employee represented by the Union moves to a position not represented by the Union, deductions on behalf of the Union will cease.
- M. Deduction of membership dues will be applicable to any retroactive salary increase.
- N. An employee may revoke their authorization for payroll deduction of payments to the Union by written notice to the University and the Union in accordance with the terms and conditions of their signed membership card. Every effort will be made to end the deduction effective on the first payroll, and not later than the second

payroll after receipt of the written notice by the University, of the confirmation from the Union that the terms of the employee's signed membership card regarding dues deduction revocation have been met.

- O. The University will remit a payment for all said deductions 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, total wages from which union dues/fees are calculated, for the time period, and the amount remitted for all employees from whom deductions were made.
- P. The Union will indemnify and hold the University harmless against any and all liability including damages, awards, reasonable attorney fees, and court costs that may arise by reason of or result from compliance with this Section.
- Q. **Voluntary Benefits:** The University agrees to deduct from the wages of any employee who is a member of the Union a Public Employees Organized to Promote Legislative Equality (PEOPLE) deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked at any time by giving written notice to the University and the Union. The University agrees to remit electronically any deductions made pursuant to this provision to the Union with appropriate employee identifying information as noted in O above

5.5 UNION USE OF UNIVERSITY'S FACILITIES AND EQUIPMENT

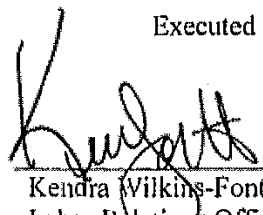
- A. **Meeting Space and Facilities:** The University's campuses and facilities may be used by the Union to hold meetings subject to the University's facilities use policy, availability of the space and with prior authorization of the University.
- B. **Supplies and Equipment:** The Union and its membership will not use University-purchased supplies or equipment to conduct Union business or representational activities. This does not preclude the *de minimis* use of the telephone, fax and e-mail for union activities pertaining to employees covered under this Agreement if it does not disrupt or distract from University business. The University and the Union may use University equipment to communicate with one another.
- C. **Bulletin Boards:** The University agrees to provide space for the Union to place


bulletin board(s) that will be used for the sole purpose of posting written notices by the Union. The number and location of the bulletin board(s) will be mutually agreed to by the University and the Union. All Union notices will first be signed by a Steward, Chief Steward or WFSE staff person, and will be posted solely within the confines of the bulletin board(s). No notice will be posted that is obscene, defamatory, or that impairs University's operations. Political material may not be posted that reflects the endorsement or non-endorsement of a specific candidate or political party for national, state, or local office, or any ballot proposition(s). The Union will be responsible for all costs related to the purchase, installation, repair, and/or maintenance. The size of the bulletin boards will not exceed three (3) feet by four (4) feet.

D. **New Employee Orientation And Reasonable Access to New Employees**

Within ninety (90) days of a new employee's start date in a bargaining unit represented by the Union, the University will provide the Union access to the employee during the employee's regular work hours to present information about the Union. This access will be provided at the employee's regular worksite, or at another location mutually agreed to by the University and the Union in accordance with University policy and this Agreement and will be for no less than thirty (30) minutes. No employee will be required to attend the presentation given by the Union. Should an employee wish to attend the Union's presentation, they are responsible for requesting time away from the worksite in accordance with departmental procedures.

Executed on this day of July 19, 2018 for and on behalf of:


Kendra Wilkins-Fontenot
Labor Relations Officer
WSU


Mark Hamilton
Labor Advocate
WFSE

**Sections 5.3 and 5.5 of the Article have been Superseded by the July 19, 2018
WSU/WFSE Memorandum of Understanding Concerning Union Rights and
Responsibilities**

ARTICLE 5

UNION RIGHTS AND RESPONSIBILITIES

5.1 UNION RECOGNITION

- A. The University recognizes the Washington Federation of State Employees as the exclusive collective bargaining agent for employees in bargaining units as certified by the appropriate state agency.
- B. The provisions of this Agreement will apply to employees in bargaining units for which the Union may be certified as the exclusive representative during the term of this Agreement.

5.2 EMPLOYEE STATUS REPORTS

- A. Monthly the University will provide the following information, as available, on all active employees in bargaining unit(s) represented by the Union:
Name; WSU ID Number; birth date; gender; home address and/or mailing address; agency code; department code; work location; University mail code; work telephone number; work county code; employment status; percent of full-time work; classification code and title; base wage; wage range; wage step; continuous hire date; original hire date; appointment change date; bargaining-unit number; and position number.
- B. On a monthly basis, the University will provide to the Union the following information as available: a listing of all bargaining unit employees recently hired and employees in bargaining units who transfer, promote, demote, resign, or are terminated from the University and all position vacancies covered by this Agreement.
- C. The above information will be transmitted to the Union at its official headquarters via electronic format(s) mutually agreed to by the parties.

5.3 UNION SECURITY/UNION DUES DEDUCTIONS

- A. ~~The parties agree that all employees covered by this Agreement must, as a condition of their employment, become members of the Union and pay membership dues, or pay an agency shop fee, a representation fee, or a non-association fee. This condition will pertain to all current and future employees. A representation fee or~~

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a non-association fee may be paid in lieu of membership dues or agency shop fee after the Union processes such request and notifies the University.

- B. The vacancy notice for a position covered within a bargaining unit will advise applicants that the position is included in a bargaining unit. Prior to appointment into positions included in the bargaining unit(s), the University will inform all employees, including new, layoff, transferred, promoted, or demoted employees, of the Union's exclusive recognition and the provisions of this Article.
- C. At the time of hire into a position within a bargaining unit, the University will provide each employee a printed copy of this Agreement and a payroll-deduction form and will inform the employee of his/her obligations under this Article and the effects of a failure to meet those obligations. The University will also provide a copy of an information sheet containing pertinent collective bargaining agreement and contact information. The University will inform employees in writing when they leave a position in the bargaining unit.
- D. Upon final ratification and approval of this Agreement by both Parties, the Union will provide sufficient copies for the University's distribution of the Agreement to all supervisors and managers of bargaining unit employees. The University will post the Agreement on the Human Resource Services, Labor Relations website. The University shall distribute the Agreement to all current and new bargaining unit members. The Union shall provide the University sufficient copies of the Agreement and payroll-deduction forms to fulfill its obligations in accordance with this Section and Section C above.
- E. An employee who has previously authorized payroll deduction of membership dues or fees will continue to have such deduction made and will not be required to reauthorize such deduction.
- F. The University agrees to deduct the dues or fees from the salary of employees who individually request such deductions in writing. Such request will be made on the Union's payroll-deduction-authorization form.
- G. Employees who are not members of the Union will pay to the Union an agency shop fee, a representation fee, or a non-association fee established in accordance with RCW 41.80.100(1)(2).

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- H. The University, after receipt of a payroll deduction form, will deduct the fees from the salary of all employees who are not members of the Union, beginning with the first pay period after the effective date of this Agreement. Following receipt of a payroll deduction form, similar deductions will be made from the salaries of new employees who do not become members of the Union, beginning with the first pay period following thirty (30) days after their date of hire.
- I. Within thirty (30) days after the effective date of this contract, the Union will provide the University with the amounts for membership dues, agency shop fees, representation fees, and non-association fees.
- J. The Union will provide the University thirty (30) days advance notice of a change in the amount of dues or fees.
- K. An employee who asserts a right of non-association, based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member, will, as a condition of employment, 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. The employee will not be a member of the Union, but is entitled to all the representation rights of a member of the Union.
- L. 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 collective bargaining, contract administration and the pursuit of matter affecting wages, hours and other terms and conditions of employment rather than the full membership fee.
- M. Employees represented by the Union who move to a position in another bargaining unit represented by the Union will have their membership dues, agency shop fees, non-association fees, or representation fees deduction continued.
- N. Where an employee has been suspended, reduced-in-force, or was discharged and subsequently returned to work, with full or partial back pay, or has been reclassified retroactively, the University will deduct the Union membership dues, agency shop fees, non-association fees, or representation fees, whichever are applicable, that are

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due and owing for the period for which the employee receives back pay.

- O. Where an employee takes leave without pay or a temporary position outside of the bargaining unit and subsequently returns to work or to the previously held bargaining unit position, deduction of membership dues, agency shop fees, non-association fees, or representation fees, whichever are applicable, will be restarted with the first pay period of work.
- P. When a project or cyclic employee returns to work in a covered position, deduction of membership dues, agency shop fees, non-association fees, or representation fees, whichever is applicable, will be restarted with the first pay period of work.
- Q. When an employee represented by the Union moves to a position not represented by the Union, fees deducted on behalf of the Union will cease if requested by the employee.
- R. Deduction of membership dues, agency shop fees, non-association fees, or representation fees will be applicable to any retroactive salary increase.
- S. An employee who refuses to pay applicable dues or fees may be terminated from employment if so requested by the Union. If an employee fails to meet the Union security provisions outlined above, the Union will notify the employee. The Union's request to terminate an employee shall be submitted in writing to the University's Chief Human Resource Officer.
- T. The University will remit a payment for all said deductions 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 from which union dues/fees are calculated, for the time period, and the amount remitted for all employees from whom deductions were made.
- U. The Union will indemnify and hold the University harmless against any and all liability including damages, awards, reasonable attorney fees, and court costs that may arise by reason of or result from compliance with this Section.
- V. **Voluntary Benefits:** The University agrees to deduct from the wages of any employee who is a member of the Union a Public Employees Organized to Promote Legislative Equality (PEOPLE) deduction as provided for in a written

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authorization. Such authorization must be executed by the employee and may be revoked at any time by giving written notice to the University and the Union. The University agrees to remit electronically any deductions made pursuant to this provision to the Union with appropriate employee identifying information as noted in T above.

5.4 UNION REPRESENTATIVES

- A. Except as otherwise provided for in this Article, the Union shall designate who shall serve as Stewards, Chief Stewards and/or any other official union representative(s).
- B. Stewards, including Chief Stewards, shall be those individuals designated by the Union to function as official local union representatives.
- C. The University and the Union recognize the value of staff, officers, and members understanding the Contract. The Union and the University agree to jointly develop training on the new Contract. The University and the Union will make a good faith effort to hold the training sessions no later than June 15 of the new Contract year, facilitated by both Union staff person(s) and University staff person(s). The Stewards will be provided release time to participate in a joint training session.
- D. On July 1 of each year, or within ten (10) days as changes occur, the Union shall provide to the University an up-to-date written list of all official local union representatives and the WFSE Representative. Said list(s) shall identify each representative's area(s) of responsibility and shall be signed by the WFSE Representative. The University shall not recognize any individual as an official local union representative or WFSE Representative whose name does not appear on said list nor shall the University recognize any individual as an official local union representative unless he/she works in a position covered by this Agreement.
- E. Stewards or Chief Stewards shall have the right to participate in representational activities concerning matters related to this Agreement including the resolution of grievances and assisting employees covered by this Agreement during an investigative interview where disciplinary action may occur. In addition to the available pool of paid release time provided for in Section F, immediately below, Stewards or Chief Stewards may use any combination of annual leave, personal leave day/personal holiday, accumulated compensatory time off, and/or leave

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without pay when participating in representational activities or any other union activity during their work duty hours provided:

1. The Steward or Chief Steward obtains prior approval from his/her supervisor, unless the conversation is of a limited, informal nature that does not interfere with work.
 2. The Steward or Chief Steward or an employee or grievant that the Steward or Chief Steward desires to meet with is not working on something that requires immediate attention. If permission cannot be immediately granted by the Steward's or Chief Steward's or the employee's or grievant's supervisor, the supervisor will arrange to release the Steward or Chief Steward or the employee or the grievant at the earliest possible time.
 3. Unless mutually agreed to by the University and the Union, not more than one (1) Steward or Chief Steward shall be allowed to process a particular grievance.
- F. In addition to paid release time provided for elsewhere in this Agreement, the Union is provided a pool of seven hundred fifty (750) hours of paid release time per fiscal year to provide for representational duties. University-convened meetings will be considered time worked and will not be deducted from this pool. Prior to the implementation of this Agreement, the University and the Union agree to jointly develop a tracking and reporting system and the University shall issue quarterly reports to the Union. Release time is not to be used for Union Activities.
- G. If the University determines the amount of time a Steward or Chief Steward spends performing representational activities is unduly affecting the University's ability to accomplish the work assigned to the unit in a timely manner, the University will not continue to release the Steward or Chief Steward and the Union's Labor Advocate will be notified.
- H. Requests for information, other than public records disclosure, that either the Chief Steward or the WFSE Representative identifies as necessary for conducting representational duties, including grievance investigations, shall be directed to the University's Labor Relations Officer or designee. The University may charge a reasonable fee for copying Union requested materials and shall supply the requested

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materials within ten (10) days or the reasons in writing why the information cannot be provided. The University shall, when possible and requested, allow the Union to review materials at the Labor Relations Office and select what needs to be copied.

- I. University-purchased supplies or equipment shall not be used to conduct union business or representational activities. This does not preclude the *de minimis* use of the telephone, fax and email for representational activities if there is no cost to the University, if the communication is brief in duration and it does not disrupt or distract from University business. The University and the official union representatives may use University equipment to communicate with one another.
- J. The Union may have as many Stewards or Chief Stewards as they wish, however the release time provided in this Agreement may only be used by one (1) Steward or Chief Steward at any one time per work unit reporting to a first-line supervisor.
- K. The University agrees that the Stewards or Chief Stewards and the WFSE Representative(s) of the Union shall have reasonable access to the premises. Such visitations shall be conducted in a manner that will not be disruptive to the operations of the University. If Union Stewards and staff representatives wish to meet with bargaining unit employees during work time, they shall make arrangements with the appropriate supervisor(s) at least two (2) hours in advance of their intention to visit a Washington State University department, facility, employee, or grievant.
- L. No official local union representative, employee, or grievant shall be compensated by the University for any union activity, including representational activities, while off-duty.
- M. Staff members of the Washington Federation of State Employees AFL-CIO, Council No. 28 who are not employees of the University shall be authorized to speak for the WFSE in all matters governed by this Agreement. These individuals shall be permitted to visit any work area of the University with prior notification. Such visits shall be scheduled so as not to disrupt the work of employees nor interrupt the normal course of the University's workday.

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5.5 UNION USE OF UNIVERSITY'S FACILITIES AND EQUIPMENT

- A. **Meeting Space and Facilities:** The University's campuses and facilities may be used by the Union to hold meetings subject to the University's facilities use policy, availability of the space and with prior authorization of the University.
- B. **Supplies and Equipment:** The Union and its membership will not use University-purchased supplies or equipment to conduct Union business or representational activities. This does not preclude the *de minimis* use of the telephone, fax and e-mail for union activities pertaining to employees covered under this Agreement if it does not disrupt or distract from University business. The University and the Union may use University equipment to communicate with one another.
- C. **Bulletin Boards:** The University agrees to provide space for the Union to place bulletin board(s) that will be used for the sole purpose of posting written notices by the Union. The number and location of the bulletin board(s) will be mutually agreed to by the University and the Union. All Union notices will first be signed by a Steward, Chief Steward or WFSE staff person, and will be posted solely within the confines of the bulletin board(s). No notice will be posted that is obscene, defamatory, or that impairs University's operations. Political material may not be posted that reflects the endorsement or non-endorsement of a specific candidate or political party for national, state, or local office, or any ballot proposition(s). The Union will be responsible for all costs related to the purchase, installation, repair, and/or maintenance. The size of the bulletin boards will not exceed three (3) feet by four (4) feet.
- D. **New Employee Orientation:** The Union may request, through the Labor Relations Officer, to schedule a new employee member rights and representation meeting, once a month on the WSU Pullman campus. The University will post the scheduled meetings on the Human Resource Services, Labor Relations website. The University will provide new bargaining unit employees with information on where to locate the meeting schedule.
1. Should an employee wish to attend the new employee member rights and representation meeting, they are responsible for requesting time away from the worksite. The University will allow new employees who attend the

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~~scheduled meeting fifteen (15) minutes release time during work hours
(exclusive of travel time to the meeting) for the Union to furnish them with
information and brochures about member rights and representation.~~

5.6 TIME OFF FOR UNION ACTIVITIES

Subject to supervisor's approval, the University will consider requests for time off for Union activities provided employees use any combination of accrued paid time off (excluding sick leave) or leave without pay subject to notification procedure contained in the appropriate leave Article of this Agreement.