

**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

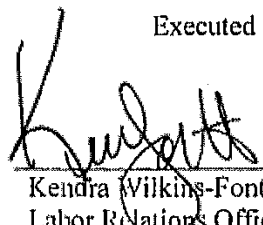
- A. **Meeting Space and Facilities:** The University's campuses and facilities may be used by the Union to hold meetings subject to the University's facilities use policy, availability of the space and with prior authorization of the University.
- B. **Supplies and Equipment:** The Union and its membership 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