



1 of the Union's exclusive ~~recognition and the union security provision~~  
2 representation status. Upon appointment to a bargaining unit position, the  
3 Employer will furnish the employees appointed ~~into bargaining unit positions with~~  
4 at the Union payroll deduction authorization form for dues/fees provided by the  
5 Union. The Employer will inform employees, in writing, when they are leaving a  
6 position included in a bargaining unit.

7 **41.3 — Union Security**

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

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

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

25 C. ~~The Union will establish a procedure that any employee who makes a~~  
26 ~~request may pay a representation fee equal to a pro rata share of the full~~  
27 ~~membership fee that is related to expenditures for collective bargaining,~~

1 ~~contract administration and the pursuit of matters affecting wages, hours~~  
2 ~~and other conditions of employment, rather than the full membership fee.~~

3 ~~D. If an employee fails to meet the union security provisions outlined above,~~  
4 ~~the Union may notify the Employer. If the Union notifies the Employer,~~  
5 ~~the Union will inform the employee that their employment may be~~  
6 ~~terminated. Once the Employer is notified and has verified an employee's~~  
7 ~~failure to meet the union security provisions, the Employer may terminate~~  
8 ~~the employee.~~

9 **41.42 Union Dues Deduction**

10 A. Upon written authorization from an employee covered by this Agreement,  
11 the Employer agrees to deduct an amount equal to the membership dues,  
12 agency shop fee, non-association fee, or representation fee from the salary  
13 of employees who request such deduction in writing within thirty (30) days  
14 two (2) pay periods of the receipt of a properly completed request  
15 submitted to the appropriate college/district payroll office. Such request  
16 will be made on a Union payroll deduction authorization card. The  
17 Employer will provide payments for all said deductions to the Union at the  
18 Union's Official headquarters each pay period.

19 B. Forty-five (45) calendar days prior to any change in dues, the Union will  
20 provide notice to each college/district and the State Board for Community  
21 and Technical Colleges, with a copy to the Office of Financial  
22 Management, Labor Relations, of the percentage and maximum dues to be  
23 deducted from the employee's salary.

24 **41.53 Dues/Fees Cancellation/Revocation of Membership**

25 An employee may ~~cancel-revoke their membership and authorize cancellation of~~  
26 ~~their payroll deduction of dues/fees by the employee providing written notice to~~  
27 ~~the Employer and the Union. The Union will subsequently provide written notice~~

1        to the Employer of the revocation of membership and dues cancellation. After  
2        receipt of the confirmation from the Union, every effort will be made to make the  
3        cancellation will become effective as soon as possible on the first payroll, but and  
4        not later than the second payroll, after payroll's receipt of the notice. Revocation  
5        does not alter a position's status as part of the bargaining units covered by this  
6        Agreement. However, the cancellation may cause the employee to be terminated,  
7        subject to Section 41.3, above.

8        **41.64 Voluntary Deduction**

9        A.     The Employer agrees to deduct from the wages of any employee who is a  
10        member of the Union a PEOPLE deduction as provided for in a written  
11        authorization. Such authorization must be executed by the employee and  
12        may be revoked by the employee at any time by giving written notice to  
13        both the Employer and the Union. The Employer agrees to remit  
14        electronically any deductions made pursuant to this provision to the Union  
15        together with an electronic report showing:

- 16            1.     Employee name;
- 17            2.     Unique employee system identification number; and
- 18            3.     Amount deducted

19        B.     The parties agree this Section satisfies the Employer's obligations and  
20        provides for the deduction authorized under RCW 41.04.230(1) and (6).

21        **41.75 Employee Status Reports**

22        A.     Each month, the Employer will provide the Union a list of all classified  
23        employees in the bargaining units. The electronic list will be sent to WFSE  
24        headquarters. For all colleges/districts the reports will contain:

- 25            1.     Employee name;
- 26            2.     Permanent address;

- 1            3.     Work telephone number, if available;
- 2            4.     Primary contact number, if available;
- 3            5.     Work email address, if available;
- 4            6.     Job classification code and job title;
- 5            7.     Unique employee system identification number;
- 6            8.     Position number, if available;
- 7            9.     Employer code;
- 8            10.    Home department name;
- 9            11.    Work location, if available;
- 10           12.    Employee type;
- 11           13.    Seniority date;
- 12           14.    Employment date;
- 13           15.    Job percent of full;
- 14           16.    Gross wages (base salary) for the month (total salary from which  
15                dues/fees are calculated);
- 16           17.    Salary range and step;
- 17           18.    Union deduction code(s), if available, and amount(s);
- 18           19.    Work county code and name, if available;
- 19           20.    Bargaining unit code;



1 The Union will maintain the confidentiality of all employees' permanent, home or  
2 mailing addresses and phone numbers. The Union will only use the employee's  
3 work phone number and work email address in accordance with Subsection  
4 40.5 C.

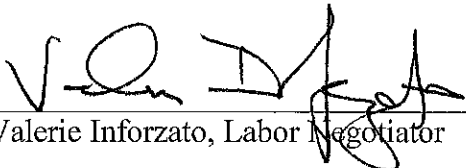
5 **41.86 Indemnification**

6 The ~~Employer and the State Board for Community and Technical Colleges will be~~  
7 ~~held harmless by the Union and employees~~ agree to indemnify and hold the  
8 Employer and its officers, agents, employees, and contractors harmless from all  
9 claims, demands, suits or other forms of liability that arise against the Employer  
10 and its officers, agents, employees, and contractors for or on account of compliance  
11 with this Article and any issues related to the deduction of dues and fees and any  
12 issues related to employee status reports.

13 Dated: 8/30/2018

For the State CCC

For the Union CCC

  
\_\_\_\_\_  
Valerie Inforzato, Labor Negotiator

  
\_\_\_\_\_  
Mark Hamilton, Labor Advocate

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