

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)
AND
THE WASHINGTON FEDERATION OF STATE EMPLOYEES**

1
2 The University of Washington and the Washington Federation of State Employees,
3 Council 28, agree to modify Article 56 Union Membership, Fair Share, and Dues
4 Deduction of the 2017-2019 Collective Bargaining Agreement as follows:

5 **ARTICLE 56 —~~UNION MEMBERSHIP, FAIR SHARE AND DUES DEDUCTION, AND~~**
6 **STATUS REPORTS**
7

8 ~~56.1 — Union Membership and Fair Share Fee Notification~~
9

10 ~~The Union shall fairly represent all employees covered by this Agreement.~~
11

12 ~~Therefore, as a condition of employment, employees who are covered under this~~
13 ~~Agreement shall, within thirty (30) days of employment, or within thirty (30) days of~~
14 ~~the effective date of this Agreement (whichever is later) either execute a union~~
15 ~~membership and payroll deduction form or a fair share payroll deduction form and~~
16 ~~shall have the appropriate fee deducted from their payroll checks.~~
17

18 ~~The Employer shall notify each employee hired into a bargaining unit position that~~
19 ~~the position is included in a bargaining unit represented by a of the union shop~~
20 ~~requirement through job posting, new employee orientation, or appointment letter~~
21 ~~within thirty (30) days of hire and shall provide employee hired into the bargaining~~
22 ~~unit with a membership application with their employment materials.~~
23

24 ~~Employees who are determined by the Public Employment Relations Commission~~
25 ~~(PERC) to satisfy the religious exemption requirements of RCW 41.80.100 shall~~
26 ~~make payments to the Union equivalent to regular union dues and initiation fees~~
27 ~~for purposes within the program of the Union as designated by the employee that~~
28 ~~would be in harmony with his or her conscience.~~
29

30 ~~Failure by an employee to abide by the aforementioned provision of this article~~
31 ~~shall constitute cause for discharge of such employee; however, the Employer has~~
32 ~~no duty to act until the Union makes an appropriate written request for discharge~~
33 ~~to the Labor Relations Office and verifies (by forwarding a copy of the written~~
34 ~~notification to the Employer) that the employee received written notification from~~
35 ~~the Union of the delinquency, including the amount owing, method of calculation,~~
36 ~~if appropriate, and that non-payment will result in discharge by the University.~~
37

38 56.2 Dues Deduction.

1 Upon written authorization to the Union by an individual employee to become a
2 member of the Union and pay membership dues, the Employer shall provide for
3 the semi-monthly payroll deductions of union dues ~~and fair share fees~~ which are
4 uniformly applied to all members in those bargaining units in which the Union is
5 the exclusive bargaining agent. The Employer will honor the terms and conditions
6 of each employee's signed membership card upon ~~the Employer's receipt of the~~
7 signed card authorization by the Union.

8 A. The Union shall transmit to the Employer by the cut-off date for each payroll
9 period, the name and Employee ID number of employees who have, since
10 the previous payroll cut-off date, provided authorization for deduction of dues,
11 PEOPLE, or have changed their authorization for deduction.

12
13
14 56.3 Indemnification.

15 The Union and each employee ~~authorizing the assignment of wages for the~~
16 ~~payment of Union dues in a designated bargaining unit~~ hereby undertakes to
17 indemnify and hold the University, and its employees harmless from all claims,
18 demands, suits or other forms of liability that may arise against the University for
19 or on account of any deductions made from the wages of such employees or for
20 any action taken under this Article.

21
22 56.4 Remittance of Dues.

23 The Employer shall electronically transmit to the Union on the first bank working
24 day after each payday all dues ~~and fair share fees~~ deducted for that pay period in
25 those bargaining units for which the Union is the exclusive bargaining
26 representative.

27
28 56.XX Revocation

29 An employee may revoke their authorization for payroll deduction of payments to
30 the Union by written notice to the Employer and the Union in accordance with the
31 terms and conditions of their signed membership card. Every effort will be made
32 to end the deduction effective on the first payroll, and not later than the second
33 payroll, after receipt by the Employer of confirmation from the Union that the
34 terms of the employee's signed membership card regarding dues deduction
35 revocation have been met.

36
37
38 56.5 Voluntary PEOPLE Deduction.

39 During the term of this Agreement, the Employer shall deduct the sum specified
40 from the pay of each member of the Union who voluntarily executes a political
41 action contribution wage assignment authorization for PEOPLE (Public Employees
42 Organized to Promote Legislative). When filed with the Employer, the authorization
43 form will be honored in accordance with its terms. The amount deducted and an
44 electronic roster of all employees using payroll deduction for voluntary political
45 action contributions will be promptly transmitted to the Union by a separate check
46 payable to its order. Upon issuance and transmission of a check to the Union, the

1 Employer's responsibility shall cease with respect to such deductions. The Union
2 and each employee authorizing the assignment of wages for the payment of
3 voluntary political action contributions hereby undertakes to indemnify and hold the
4 Employer harmless from all claims, demands, suits or other forms of liability that
5 may arise against the Employer for or on account of any deduction made from the
6 wages of such employee.
7

8 56.6 Listing of Employees.

9 a. Authorized Use - All Reports

10 The information contained in the requested reports would be provided to each
11 Union for the sole and exclusive purpose of enabling the Union to fulfill their
12 representational responsibilities as the collective bargaining representative for
13 the UW employees about whom the information is requested. No personally
14 identifiable data will be published or shared by any Union, except among those
15 within each Union with a need-to-know for the purpose of enabling the Union
16 to fulfill its representational responsibilities as the collective bargaining
17 representative for the University employees about whom the data or
18 information is requested.
19

20 Information provided pursuant to this Section will be maintained by the Union
21 in confidence according to the law. The Union will indemnify the Employer for
22 any violations of employee privacy committed by the Union pursuant to this
23 Section. In the event that a Union merges the data contained in these reports
24 with other data in its possession, only aggregate results (and no personally
25 identifiable data) will be published or shared in any way, except among those
26 within the Union with a need-to-know for the purpose of enabling the Union to
27 fulfill its representational responsibilities as the collective bargaining
28 representative for the UW employees about whom the data or information is
29 requested.
30

31 ~~b. Format - All Reports~~

32 ~~UW will transmit the data in a secure format to be negotiated with the Unions.~~
33

34 ~~c. The Employer shall provide the Union with a semi-monthly listing of all~~
35 ~~employees with union dues or fair share fee deductions in the designated~~
36 ~~bargaining units and a monthly listing of all employees in the designated~~
37 ~~bargaining units who terminated their employment, or changed their~~
38 ~~employment status, classification or department. The employer shall provide~~
39 ~~this information electronically along with bargaining unit monthly pay rates,~~
40 ~~home address FTE, name, employee identification number, bargaining unit~~
41 ~~code, campus mail box, appointment start date, salary range, date of birth, race~~
42 ~~or ethnicity, gender and salary step. Work location data will be made available~~
43 ~~within thirty (30) days of the effective date of the 2017-2019 contract.~~
44

45 ~~Effective six months after implementation of the Workday HRP system, the~~
46 ~~above language shall be superseded by the following language:~~

1
2 **Each pay period UW shall provide the following four reports electronically in**
3 **EXCEL format**

4 **A. Total Compensation and deductions ***

5 Name
6 Home Address
7 Home phone
8 Cell phone
9 Work phone
10 Work location (building)
11 Work location (address)
12 Work station or office (suite and/or number)
13 Employee ID number
14 Personal Email
15 UW email
16 UW mailbox
17 Employment status
18 Employment status effective date
19 Job classification
20 Department
21 Pay grade
22 Pay step
23 Pay rate salary
24 Hourly rate
25 Supervisor
26 Supervisor email
27 Race
28 Gender
29 DOB
30 Date of hire
31 Job title
32 Job class code
33 Shift
34 Deduction amount dues
35 ~~Deduction amount fees~~
36 Deduction amount other
37 Deduction amount PEOPLE
38 Total wages for the pay period
39 Total base pay for pay period
40 Total overtime pay for pay period
41 Total overtime hours per pay period
42 Total hours worked in the pay period
43 Days in the pay period
44 Total hours for each class/type of differential and or/ premium pay for the pay
45 period

- 1 Total wages for each class/type of differential and or/ premium pay for the pay
- 2 period
- 3 Total wages year to date.
- 4 Pension plan enrollment (which plan)
- 5 Position number
- 6 Medical plan enrollment (which plan)
- 7 Bargaining Unit
- 8 Total FTE
- 9 Anniversary date (step date)
- 10 Employment status (regular fulltime, regular part time, hourly, fixed duration part
- 11 time, fixed duration full time)

12
13 ~~*The parties desire a one line report per employee for this report. We should~~
14 ~~discuss how to reconcile multiple appointments~~
15

16 **B. All appointment list**

17 All information above with wages and codes organized by appointment including:

- 18 a. Id by each worker.
- 19 b. Appointment budget number(s)
- 20 c. Beginning date
- 21 d. End date
- 22 e. Department and /or hiring unit
- 23 f. College/Org name
- 24 g. Job Classification
- 25 h. Job Classification Code
- 26 i. Full time salary or hourly rate
- 27 j. Appointment/FTE Percentage
- 28 k. Appointment status
- 29 l. Appointment term
- 30 m. Distribution line information.
- 31 n. Position number
- 32 o. Earnings in last pay cycle
- 33 p. Hours worked in last pay cycle
- 34 q. FTE in last pay cycle

35
36 **C. Change Report**

- 37 Name,
- 38 Job classification,
- 39 Job classification code,
- 40 Department,
- 41 Employee id,
- 42 Original hire date,
- 43 Status change date,
- 44 Termination/separation date if any,
- 45 Reason for status change, nature of status change,

1 Reason for termination/separation
2 LOA effective date,
3 Nature of LOA
4 New hire date
5 New Hire
6

7 **D. Vacancy Report**

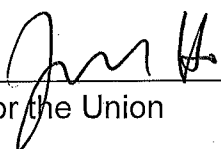
8 Position Number,
9 Job Classification
10 Date of vacancy
11 Elimination date of vacancy
12 Reason for elimination (filled, deleted, transferred to a different
13 classification/status)
14

15 56.7 Privacy Rights of Union Members

16 In recognition of the privacy interests of all persons covered under this Agreement,
17 the Employer will not disclose any personally identifiable wage or deduction
18 information, or membership status, concerning persons covered by this Agreement
19 to any members of the public or to nongovernmental organizations except to the
20 extent required by law, including the Public Disclosure Act and the Freedom of
21 Information Act.
22

23
24 The effective date of this MOU is the date it is signed by both parties to this agreement,
25 below.

26
27
28  8/14/18
29 _____
30 For the Employer Date

 8/14/18

For the Union Date