

ARTICLE 3 – UNION MEMBERSHIP AND CHECKOFF

3.1 Membership Reports. Each month the University shall provide the Union with a report in an electronic format of the following data, as available, for employees in the bargaining unit represented by the Union:

- WSU ID number
- name
- home address and/or mailing address
- appointment change date
- classification code and title
- position number
- salary range
- salary step
- full time pay rate
- effort percent
- continuous service date
- appointing department
- work phone number
- work location
- University mail code

3.2 Membership Movement Reports. The University will provide to the Union the following information as available: a listing of all bargaining unit employees recently hired, and employees in the bargaining unit who transfer, promote, or leave a bargaining unit and reason for leaving a bargaining unit.

3.3 Union Membership. All employees covered by this Agreement must, as a condition of 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 in the bargaining unit. A representation fee or 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.

In the event an employee refuses to pay applicable dues or fees, the Union shall request that the University dismiss the employee. The Union's request to terminate an employee shall be submitted in writing to the University's Chief Human Resource Officer. The University will give thirty (30) days' notice of termination to the effected employee. If the employee has not authorized payroll deduction of union dues or applicable fees and made arrangements with the Union to pay any back dues or applicable fees owing by the end of the thirty (30) days', the employee will be terminated.

3.3.1 Religious Exception. Nothing contained in this Agreement shall require union membership of employees who assert a right of non-association based upon bona fide religious tenets or the teachings of a church or religious body of which such employee is a member. The employee will contact the Union, in

writing, with his/her request for non-association. Such employee shall pay an amount equivalent to normal dues to a nonreligious charity or charities mutually agreed upon by the employee and the Union. This payment will be made through payroll deduction. The employee will not be a member of the Union, but is entitled to all the representation rights of a member of the Union.

3.3.2 Dues and Fees Deduction and Remittance. The University shall deduct the Union dues and fees from the pay of any employee who authorizes such deductions in writing. Such requests will be made on the Union payroll-deduction-authorization form. The University shall transmit all such funds deducted to the Treasurer of the Union on a semi-monthly basis.

The University agrees to submit a report semi-monthly along with its remittance of dues identifying each employee by name, employee number, position number, gross salary, and dues amount remitted.

3.4 Local Dues. The University shall deduct the Union local chapter dues separately and remit all such funds to the local Union chapter treasurer on a semi-monthly basis. 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, from the back pay, the applicable union dues or fees which may be owing for the period for which the employee receives back pay.

3.5 University Indemnification. The University shall be held harmless by the Union for compliance with this Article and any issues related to the deduction of dues and fees.