

ARTICLE 30 - UNION SECURITY

Section 1. Union Membership and Service Fees. As a condition of employment, employees who are covered under this Agreement shall, beginning within thirty (30) days of employment or beginning within thirty (30) days of the effective date of this Agreement (whichever is later), either (a) execute a Union membership and payroll deduction form in order to have the appropriate fee deducted from their payroll checks; or (b) if the ASE chooses not to be a member, the ASE shall, in satisfaction of this requirement, execute a payroll deduction form to pay a service fee to the Union; or, (c) in the case of those who are Union members and do not have a payroll deduction authorization in effect, timely pay their Union dues and initiation fees directly to the Union each month, or, in the case of those who are not Union members and do not have a payroll deduction authorization in effect, timely pay their service fee directly to the Union each month, with payments due in either case by the last day of such month. The UAW will provide the University with the formula for calculating the dues, initiation fees, and service fees. The amount of the service fee shall be as determined by the Union, but shall be no more than the dues charged for Union membership. The parties will comply with the requirements of state law (RCW 41.56.122) for any employee with a bona fide religious objection to paying dues or fees to the Union.

Section 2. Upon ratification of this Agreement, the University and the Union shall jointly notify all ASEs of the obligation to either join the Union or pay a service fee. The notice shall include an application for Union membership card and a dues authorization card. The notice shall be provided to all ASEs both electronically and in hard copy.

Section 3. Upon notification from the Union of an ASE's written authorization, the University shall deduct Union dues or service fees from each paycheck, and remit the same together with a list of names of the ASEs from whom deductions were made. The list shall contain: the employee's name, unique ID number, home department, amount of dues/fees/initiation fees/VCAP deducted and gross wages. The University shall transmit this data in electronic format.

Section 4. Payroll deduction notifications will be processed in the pay period received. Payroll deduction notifications received by the deduction cutoff deadline for a pay period will be processed for the payday that corresponds to that pay period. The University is not required to make retroactive deductions if an employee is out on an unpaid leave of absence or other unpaid status. The University will determine the deduction cutoff deadline for each pay period and inform the Union in writing of all such deadlines, or changes to deadlines, as soon as is practicable but no later than two (2) weeks prior to the implementation of a new deadline.

Section 5. The University shall electronically transmit to the Union on the first bank working day after each payday all dues, initiation fees, VCAP, and service fees deducted for that pay period.

Section 6. The Union specifically agrees that the University shall assume no obligation other than that specified in this Article, or any financial liability, including the payment of any retroactive dues/service fees, arising out of the provisions of this Article. Further, the Union agrees that it will reimburse the University for any costs, and indemnify and hold the University harmless from any claims, actions, or proceedings by any person or entity arising from any deductions made or other actions taken under this Article. This indemnification includes the cost of representation.

Section 7. Failure by an employee to pay the required dues or fees provided above shall constitute cause for termination of the ASE's employment. Prior to the time the Union notifies the University in writing that the employment of an ASE should be terminated for failure to comply with this Article, the Union will provide the ASE thirty (30) days written notice of non-compliance.