

1 **ARTICLE 11**

2 **DUES/FEES DEDUCTION/STATUS REPORTS**

3 **11.1 Union Security**

4 All interpreters covered by this Agreement that are contracted through the coordinating
5 entity(s) that the Health Care Authority (HCA) contracts with pursuant to 2ESHB 1087
6 (hereinafter referred to as coordinating entity) will, as a condition of employment, either
7 become members of the Union and pay membership dues or, as non-members, pay a fee
8 as described in Section 11.2 below.

9 **11.2 Union Dues/Fees**

10 A. In accordance with RCW 41.56.113, the State shall enforce the Union security
11 agreement in Section 11.1 above by requiring the coordinating entity to deduct
12 the monthly amount of dues, or for nonmembers of the Union, a fee as described
13 below:

14 1. Interpreters who choose not to become union members will have deducted
15 from their payment(s) a representation fee equal to a pro rata share of
16 collective bargaining expenses rather than the full membership fee.

17 2. An interpreter who does not join the Union based on bona fide religious
18 tenets, or teachings of a church or religious body of which he or she is a
19 member, will have deducted from their payments an amount equal to
20 Union membership dues. These payments will be used for purposes within
21 the program of the Union that are in harmony with the interpreter's
22 conscience. Such interpreters will not be members of the Union, but are
23 entitled to all of the representational rights of union members. Any
24 disputes regarding the eligibility of the interpreters to make alterative
25 payments and/or if the Union and the interpreter are unable to mutually
26 agree to a nonreligious charity or to another charitable organization, the

1 matter shall be forwarded to the Public Employment Relations
2 Commission (PERC) for final disposition.

3 B. The deductions will be transmitted to the Union at the Union's official
4 headquarters no later than the five (5) business days following receipt of payment
5 to the coordinating entity. A list, including the full name, address, and tax
6 identification number or other unique identification number of those for whom the
7 deductions have been taken will accompany the payments.

8 **11.3 Notification to the Interpreters**

9 The State will require the coordinating entity(s) to provide a document with information
10 of the Union's exclusive recognition and the union security provision to interpreters
11 within fifteen (15) days of the interpreter entering the bargaining unit. A copy of the
12 collective bargaining agreement will be provided to the interpreter at the same time. The
13 Union will provide the information document and copies of the contract for distribution
14 to interpreters.

15 **11.4 Voluntary Deduction**

16 The State agrees to include in contracts with the coordinating entity(s) to provide for the
17 deduction from the payments to interpreters who is a member of the Union and is covered
18 under Section 11.1 a PEOPLE deduction as provided for in a written authorization. Such
19 authorization must be executed by the interpreter and may be revoked by the interpreter
20 at any time by giving written notice to both the coordinating entity and the Union. The
21 State will require in its contracts with coordinating entity(s) remittance of any deductions
22 made pursuant to this provision to the Union, at the specific address designated by the
23 Union together with a report showing;

24 A. Interpreter name

25 B. Tax Identification Number or other unique identification number

26 C. Amount deducted

