

EXHIBIT A

3. UNION MEMBERSHIP

3.1 Employee Organization Recognized.

The District has recognized AFSCME Local #1811 as the sole and exclusive bargaining representative for all full-time and part-time employees working in the employee unit.

3.2 Union Membership ~~Required.~~

All bargaining unit employees shall have the option to become members of the Union ~~on the first day of the month following completion of a full month's service with the District and shall maintain membership in the Union as a condition of employment, subject to state and federal laws pertaining to non-association. The District will inform all prospective new employees of this requirement. Employees who fail to comply with this requirement will be discharged by the District within 30 days after receipt of written notice to the District from the Union.~~

~~3.3 Employee's Right of Non-Association.~~

~~The right of non-association of an employee shall apply pursuant to the provisions of RCW 41.56.122 when based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member; or as prescribed by other applicable state or federal law.~~

3.4.3.3 Union Dues/Payroll Deduction.

The District shall deduct regular periodic Union dues ~~or agency fees~~ from the paycheck of each employee who has authorized the withholding of such dues in a form determined by the Union. The District will begin withholding dues no later than the second payroll period following its receipt of written notice from the Union that an employee has authorized dues deduction. ~~certified in writing authorization for such deduction.~~ Funds so deducted for the employee shall be remitted by the District to the Union Business Manager at the WSCCCE Headquarters. The District will provide with the monthly dues and agency fees a copy of the payroll deduction sheet that lists each member's name, dues or agency fee amount, monthly salary, and FTE. Notice of changes in Union dues ~~or agency fees~~ will be sent to the District's Human Resources Manager. The Union shall indemnify the District and save the District harmless from any and all claims against the District arising out of administration of this Article, including the amounts of Union dues or agency fees deducted and withheld from earnings.

3.4 Union Dues/Cancellation.

Employees may cancel their dues deduction by written notice to the Union in accordance with the terms and conditions of their dues authorization. The Union will provide timely written notice to the District of the cancellation of dues authorization by an employee.

Dues deduction will end not later than the second payroll after the District's receipt of notice of cancellation from the Union.

3.5 Union Activities.

Any employee who requests time-off for union activities in addition to regular time-off may be granted such request if such time-off will not inconvenience the operations of the District or increase thereby its operating expenses; provided, further, that such employee shall receive no compensation from the District for such time-off. During contract negotiations, two employee representatives will join with the employee bargaining representative in all phases of negotiations without loss of compensation to any employee. Selection and training of Union officers and stewards shall be the sole responsibility of the Union. The Union shall provide the District with an updated list of these representatives. When representing employees, these representatives shall be allowed to meet with management and the affected employee on paid time, to a cumulative bargaining unit maximum of eight (8) hours per month.

3.6 Review of Personnel Records.

Upon the request of any employee or a bargaining representative having written authorization from the employee, that employee's personnel file(s) will be made available for review by the employee and/or bargaining representative. Records shall be reviewed in private in the administrative offices of the District. Personnel records will be interpreted to mean the usual personnel records maintained for each employee including, but not limited to, the following: application form, references or copies of credentials, personnel leave records, leave request forms, retirement system forms, notices to individual employees concerning change in status, salary or other notices written to individual employees, and other such similar information. References or other records collected concerning employees will either be made available or destroyed upon receipt.

3.7 Notification Upon Hire of New Employees.

The employer will notify the local Union President in writing upon the hiring of any new employee in the bargaining unit.