

**MEMORANDUM OF UNDERSTANDING SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925
AND THE**

BELLEVUE SCHOOL DISTRICT

Union Security and Membership Authorization

November 2018

Whereas, the Service Employees International Union, Local 925 (SEIU925) and the Bellevue School District (District) have a Collective Bargaining Agreement (CBA) in which union security provisions may conflict with newly made case law in Janus v. AFSCME (June 27, 2018) and,

Whereas the SEIU925 and the District have a mutual interest in maintaining a CBA that is fully compliant with the law and promotes the smooth and efficient operation of onboarding new employees of the District and potential members of SEIU925 and,

Whereas the SEIU925 and the District have a broad mutual interest in the safety and security of public employees,

Therefore, the SEIU925 and the District agree to the following provisions:

[1] Maintenance of Membership

Notification: The District shall notify SEIU925 and the SEIU925 chapter president of all new hires three (3) business days prior to the new hire's orientation, including name, home mailing address, job title, phone number, work email, work location, and hire date.

Union Membership: SEIU925 and the District understand that at the heart of our labor management relationship is the shared interest in providing the best services to the public. A strong and vibrant union provides a true partner in the labor management relationship when disagreement becomes necessary. Therefore, it is the expectation of both the SEIU925 and the District that the District and all agents and representatives of the District shall remain neutral on the issue of union membership. To that end, all bargaining unit employees shall have the option of joining and maintaining membership in the SEIU925 upon employment with the District in a bargaining unit.

Union Membership Rescission: Union members requesting to rescind membership and membership rights in their exclusive professional advocacy organization shall make such request in writing to SEIU925, following the SEIU925 constitution and bylaws, and any and all relevant conditions, policies and procedures. Providing such conditions have been met, SEIU925 shall inform the District of an employee's rescission of membership status consistent with the notification section of this Agreement, specifically Dues and COPE (Committee On Political Empowerment) Deduction below, and the District will thereby cease to process fees and dues deductions accordingly.

Dues and COPE Deduction: Beginning each contract year, SEIU925 shall provide a full and complete list of bargaining unit employees who are current members of SEIU925 to the District, and shall provide updates, additions, and/or other changes in membership status to the District on at least monthly basis thereafter, or as needed within a bargaining unit. Upon notification of an employee's membership status in SEIU925 and or election to participation in the SEIU925 political program (COPE), the District shall deduct union dues and COPE contributions as identified by SEIU925.

Indemnify and Hold Harmless: SEIU925 agrees to indemnify and hold harmless from all claims, demands, suits or other forms of liability (including attorneys' fees) that shall arise against the District for, or on account, of any membership dues or COPE deduction made from the pay of a bargaining unit employee.

Non-Interference: The District remains committed to its obligations under collective bargaining laws, including chapter RCW 41.56. These commitments include recognition that it would be an unfair labor practice "to interfere with, restrain, or coerce public employees in the exercise of their rights guaranteed by this chapter" or "to control, dominate, or interfere with a bargaining representative." RCW 41.56.140. The District agrees to reinforce with its administrators and supervisors and other employees the importance of these obligations.

Agency Fee Restoration Contingency: In the event there is a change in law or holding by a court of competent jurisdiction that allow for the withholding of dues or an equivalent fee as a condition of employment, the SEIU925 and the District agree to restore the union security and dues deduction provisions of the CBA currently in force, as permitted by law, prior to the signing of this Memorandum of Understanding.

[2] New Employee Orientation

Union Orientation: Union representative or shop steward as designated by the Union shall have up to 30 minutes (or as agreed to by both the District and Union) to meet on the job and on the clock with newly hired employees. Bargaining unit employees designated by the union shall be released with pay inclusive of travel time if necessary for meeting with the new employees as part of the regularly scheduled orientations.

Annual Professional Development & Training/In-service: . In consultation with the District, the Union has the ability to meet with its unit members within the first month of the school year at each work site and with each work group. Every effort will be made for this meeting opportunity to coincide with events or meetings that are already scheduled.

[3] Public Records Request Act Notification

PDRA Notification Purpose: Prior to the release of any information regarding union membership pursuant to a public record request received by the District the response to which would reasonably result in releasing personally identifiable information about an employee or employees, the District will notify the Union of the receipt of such request. The District may, if appropriate, notify the potentially affected employee(s) via email or certified mail to the employee's last known address maintained in the Human Resources Department in order to allow the employee an opportunity to seek court intervention to prevent such release. Nothing in this requirement implies or suggests that the District itself has any obligation to seek court relief or prevent the release of such information on behalf of any employee. The employee or Union will have ten (10) business days to seek court intervention to prevent the release of information responsive to the request.

Notice will include:

- A copy of the request;
- A general description of the responsive records;
- The estimated date the District intends to produce the records.

This Agreement shall be effective upon signature of both parties and shall be included in the successor Collective Bargaining Agreement (CBA) without revision unless modifications are mutually agreed upon, or bargained for under the successor CBA. Provisions of the existing CBA that specifically conflict with the provisions of this Agreement shall

be identified by both parties in a collaborative process and shall be either revised to comply with this Agreement, or rendered inoperative, as determined by both parties through negotiation and agreement, as permitted by law.

For District

For SEIU925

Jeffrey J. Thomas
Assistant Superintendent of Human Resources

Tricia Schroeder
SEIU Local 925, Executive Vice President

Date: _____

Jackie Wheeler
Administrative Instructional Support Personnel

Date: _____

Rick Gnehm
Transportation

Date: _____

Kim Watkins
Food & Nutrition Services

Date: _____

Sean Grady
Warehouse Personnel

Date: _____