

ARTICLE 4

UNION MEMBERSHIP AND UNION SECURITY

4.1 Union Security Membership

Upon proper authorization from an individual provider, Not later than thirty (30) days following the first pay period of employment, or the effective date of employment, whichever is later, every home care worker covered by this Agreement shall, as a condition of employment and continued eligibility to receive payment for services provided, become and remain a member of the Union paying the periodic dues, or for nonmembers of the Union, the fees uniformly required. [The Employer shall cause the State as payor, but not as the employer, to enforce this union security provision according to RCW 41.56.113 by deducting shall deduct from a bargaining unit member's the payments to bargaining unit membership the dues required for Union membership, or, for nonmembers of the Union, a fee equivalent to the dues for home care workers who elect to become members of the Union.

In the event there is a change in law or holding by a court of competent jurisdiction that allows for the withholding of dues or an equivalent fee as a condition of employment, either party may request to negotiate a substitute provision to the extent permitted and required under law.

Any individual provider home care workers who fail to satisfy this obligation shall, within thirty (30) days of written request by the Union to the Employer, be provided written notice of their discontinued eligibility to receive payment for services until such a time as this obligation is satisfied. Subsequent to written notice being issued, any such individual provider home care worker who fails to satisfy this obligation within thirty (30) days shall have his or her eligibility to receive payment from the State for providing services discontinued.

1 ~~4.2 Right of Non-Association~~

2 ~~It is the intent of this Agreement that the provisions of this Article safeguard the~~
3 ~~right of home care workers to remain non-members based on bona fide religious~~
4 ~~tenets or teachings of a church or religious body of which such home care worker~~
5 ~~is a member. Such home care workers shall pay an amount of money equal to the~~
6 ~~periodic dues and fees uniformly required under Section 4.1, to a nonreligious~~
7 ~~charity or to another charitable organization mutually agreed upon by the home~~
8 ~~care worker affected and the Union. On at least a quarterly basis, the home care~~
9 ~~worker shall furnish written proof to the Union that such payment has been made.~~
10 ~~Any home care worker who claims a right of non-association based on bona fide~~
11 ~~religious tenets or teachings of a church or religious body of which such home~~
12 ~~care worker is a member shall provide written notice of that claim to the Union,~~
13 ~~and shall, at the same time, provide the Union with the name(s) and address(es) of~~
14 ~~one (1) or more nonreligious charitable organizations to which the home care~~
15 ~~worker is prepared to make alternative payments in lieu of the payments required~~
16 ~~by this union security provision.~~

17 ~~Within sixty (60) days after it receives written notice of a claimed right of non-~~
18 ~~association, the Union shall provide a written response to the worker, setting forth~~
19 ~~the position of the Union as to both:~~

20 ~~A. The eligibility of the home care worker to make alternative payments; and~~

21 ~~B. The acceptance or rejection by the Union of the charitable organization(s)~~
22 ~~suggested by the home care worker.~~

23 ~~Any disputes regarding the eligibility of the home care worker to make alternative~~
24 ~~payments and/or if the Union and home care worker are unable to mutually agree~~
25 ~~to a nonreligious charitable organization, the matter shall be forwarded to the~~
26 ~~Public Employment Relations Commission (PERC) for final disposition.~~

1 **4.23 Indemnify and Hold Harmless**

2 The Union and each home care worker ~~authorizing the assignment of pay for the~~
3 ~~purpose of payment of union dues hereby~~ agree ~~to undertake~~ to indemnify and
4 hold harmless from all claims, demands, suits or other forms of liability that shall
5 arise against the Employer for or on account of any deduction made from the pay
6 of ~~such any~~ home care worker. This paragraph shall not be interpreted to limit the
7 right of the Union to use the Dispute Resolution Process contained in this
8 agreement to collect dues, fees, and contributions owed.

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