

## ARTICLE 6

### UNION SECURITY

A Bargaining Unit employee shall either become a member of the Union or be subject to the provisions of Section D. below.

To the extent permitted by the Rules of the Michigan Civil Service Commission and the Regulations of the Department of Civil Service, it is agreed that:

#### **Section A. Dues Deduction.**

Upon receipt of a completed and signed individual authorization form from any of its employees covered by the Agreement, currently being provided by the Union and approved by the Employer, the Employer will deduct from the pay due such employees those dues and initiation fees required to maintain the employee's membership in the Union in good standing.

Such authorizations shall be effective only as to membership dues and initiation fees becoming due after the delivery date of such authorization to the Employer. New individual authorizations will be submitted on or before the 9th day of any pay period for deduction the following pay period. Deductions shall be made only when the employee has sufficient earnings to cover the same after deductions for Federal Social Security (F.I.C.A.); individually authorized Deferred Compensation; Federal Income Tax; State Income Tax, local or city income tax; other legally required deductions; individually authorized participation in State programs and enrolled employee's share of insurance premiums.

Membership dues and initiation fees deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union. Such authorizations of employees transferred from one Agency or Department to another and within these Bargaining Units shall automatically remain in effect. Employees promoted or transferred out of a Bargaining Unit covered by this Agreement shall not automatically remain on payroll deduction, except as provided by the Civil Service Rules and Regulations. Employees recalled from layoff or returning from leave of absence shall resume payroll deduction of dues or representation fees, commencing the first pay period of work.

#### **Section B. Maintenance of Membership.**

Such dues deduction authorization may be revoked at any time by the employee by furnishing written notice of such revocation to the Employer.

#### **Section C. Representation Fee Deductions.**

An employee who avails him/herself of the opportunity to voluntarily terminate membership in the Union and an employee who has not submitted a valid individual voluntary Membership Dues Deduction Authorization form to the Employer, or who does not produce satisfactory evidence of Union membership shall, within thirty (30) days following the effective date of this Agreement or effective date of membership termination, as a condition of continuing employment, tender to the Union a representation service fee in an amount not to exceed regular bi-weekly dues uniformly assessed against all members of the Union, representing only the employee's proportionate share of the Union's costs germane to collective bargaining, contract administration, grievance administration, and any other costs necessarily or reasonably incurred for the purpose of performing the duties of an exclusive representative of the employees in dealing with the Employer on labor-management issues. Such obligations shall be fulfilled by the employee signing, dating, and submitting to the Employer the "Authorization for Deduction of Representation Service Fee" form provided in Appendix E. of this Agreement. This Section shall not take effect until the Union notifies the Employer in writing of the amount of this representation fee. Such notification may be made on or after the effective date of this Agreement.

#### **Section D. Compliance Procedure.**

The Employer shall automatically deduct from an employee's pay check and tender to the Union a representation service fee as provided in Section C. after the following:

1. After thirty (30) days from the date of the employee's hire, the Union has first notified the Employer in writing that the employee is subject to the provisions of this Section and has elected not to become or remain a member of the Union in good standing and/or to tender the required service fee.

2. Within ten (10) work days from the date the Union so notifies the Employer, the Employer shall:

- a. Notify the employee of the provisions of this Agreement;
- b. Obtain the employee's response; and
- c. Notify the Union of the employee's response.

3. In the event the employee fails to become a member of the Union in good standing, renew membership or sign the "Authorization for Deduction of Representation Service Fee" form after the above, the Union may request automatic deduction by notifying the Employer, with a copy to the employee, via certified mail, return receipt requested.

4. Upon receipt of such written notice, the Employer shall, within five (5) weekdays, notify the employee, with a copy to the Local Union, that beginning

the next pay period it will commence deduction of the service fee and tender same to the Union.

### **Section E. Employer Notification.**

The Employer shall inform all future employees upon their hire, of the employee's obligation under this Article. The Employer shall provide new employee(s) with the appropriate authorization forms provided to the Employer by the Union. However, in accordance with Section A. of this Article the deduction status of employees returning from layoff or leave of absence and of employees who transfer positions within an Agency or Department or between one Agency or Department and another within these Bargaining Units shall automatically remain in effect.

### **Section F. Remittance and Accounting.**

Deductions for any bi-weekly pay period shall be remitted to the designated Financial Officer of the Local Union, with an alphabetical list of names, by Department and Agency, of all active employees from whom deductions have been made and the amount deducted, no later than ten (10) calendar days after the close of the pay period of deduction. The Employer shall provide to the Financial Officer of the Local Union an alphabetical listing, by Department and Agency, identifying those active employees who have valid dues deduction authorization on file with the Employer for whom no deduction of dues was made.

### **Section G. Objections to Amount of Service Fee.**

A service fee payer shall have the right to object to the amount of the service fee and to obtain a reduction of the service fee to exclude all expenses not germane to collective bargaining, contract administration, and grievance administration, or otherwise necessarily or reasonably incurred for the purpose of performing the duties of an exclusive representative of the employees in dealing with the Employer on labor-management issues.

The Union shall give every service fee payer financial information sufficient to determine how the service fee was calculated. A service fee payer may challenge the amount of the service fee by filing a written objection with the Union or the Local Union within 30 calendar days. The Union shall consolidate all objections and shall initiate arbitration under the "Rules for Impartial Determination of Union Fees" of the American Arbitration Association. The Union shall place in escrow any portion of the objector's service fee that is reasonably in dispute.