

## **ARTICLE 4 UNION RIGHTS**

### **Section A. Aid to Other Organizations.**

The Employer agrees not to, and shall cause its designated agents not to, aid, promote or finance any other labor or employee organization which purports to engage in employee representation of employees in these Units, or make any agreements with any such group or organization for the purpose of undermining the Union's representation of the Bargaining Units covered by this Agreement.

Nothing contained herein shall be construed to prevent any representative of the Employer from meeting with any professional or citizen organization for the purpose of hearing its views, provided that as to matters which are mandatory subjects of negotiation, any changes or modifications in conditions of employment shall be made only through negotiations with the Union.

Nothing contained herein shall be construed to prevent any individual employee from (1) discussing any matter with the Employer and/or supervisors, or (2) processing a grievance in his/her own behalf in accordance with the grievance procedure provided herein.

The Union agrees not to use any service or privilege provided in this Article for purposes of organization or political activity in violation of this Agreement, the Civil Service Rules and Regulations, or applicable State Law. Violation of this provision shall constitute the basis of revoking such services or privileges.

### **Section B. Information provided to the Union.**

1. The Employer agrees to furnish to the Union in electronic format, a bi-weekly transactions report listing employees in these Units who are hired, rehired, reinstated, transferred into or out of the Bargaining Unit(s), transferred between Agencies and/or Departments, promoted, reclassified, downgraded, placed on leaves of absence(s) of any type including disability, placed on layoff, recalled from layoff, separated (including retirement), who have been added to or deleted from the Unit(s) covered by this Agreement, or who have made any changes in Union deductions. This report shall include the employee's name, social security number, employee identification number, employee status code, job code description class/level, personnel action and reason, and effective start and end dates, county, city, former class and former or new process level (Department/Agency).

2. The Employer will provide to the Union in electronic format a bi-weekly demographic report which contains the following information for each employee in the Bargaining Unit(s): the employee's name, social security number, employee identification number, street address, city, state, zip code, job code, sex, race, birth date, hire date, process level (Department/Agency), TKU, worksite office address codes, Union deduction code, deduction amount, status code (appointment code), position

code (position type), leave of absence/layoff effective date, continuous service hours, county code, unit code and hourly rate.

This listing shall be based on the active employee records during the first full pay period of the calendar month. The parties agree that this provision is subject to any prohibition imposed upon the Employer by courts of competent jurisdiction.

**3.** Membership dues and Service Fee deductions for each bi-weekly pay period shall be remitted to the designated Financial Officer of the Local Union, an alphabetical list of names, by Department and Agency, of all enrollments, cancellations with departure coding, when available, deduction changes, additional deductions, name and/or social security number change, 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 list, by Department and Agency, identifying those employees who have valid dues deduction authorization on file with the Employer from whose earnings no deduction of dues was made. Unavoidable delays shall not constitute a violation of this Agreement.

**4.** Upon request, The Employer agrees to furnish to the Union an electronic report listing employees in these Units in alphabetical order by Unit, social security number, employee identification number, Department, Agency and class, which indicates which employees are on dues deduction to the Union and which employees are paying a Representation Fee to the Union. The report will also contain the names of employees by Unit, social security number, employee identification number, Department, Agency and class who are neither paying dues nor a service fee. The Employer will furnish such report to the Union at no cost.

**5.** The Employer will provide to the Union a bi-weekly report in electronic format listing by Department/Agency of limited-term appointments made that pay period. Such information shall include the employee's name, social security number, employee identification number, job code description, county, current classification and prior classification, appointment date, extension of and/or the expiration date of the limited term appointment.

**6.** The reports listed in Subsections 1, 2, 3 and 4 above shall be in the form currently provided. The changes agreed upon in this Section shall be implemented as soon as administratively possible.

**7.** All reports to the Union required by this Article or Agreement shall be provided in the least expensive form acceptable to the Local Union's designated Financial Officer. The Union shall be provided a hard copy listing of all addresses of the Employer's time keeping units (TKUs), and other documents utilized to interpret the information provided for in this Article. Where requested by the Union, and if available, Employer copies of such existing reports or documents will be made available to the Union for copying.

### **Section C. Bulletin Boards.**

The Employer agrees to furnish space for Union bulletin boards at reasonable locations mutually agreed upon in secondary negotiations for use by the Union to enable employees of the representation unit to see materials posted thereon by the Union. Locations will normally be at or near an area where employees in these Units have reasonable access or congregate. The normal size of new bulletin boards will not exceed twelve (12) square feet.

In the event that new bulletin boards are mutually agreed upon, the Union shall pay 100% of the materials cost of such new boards. The Union may furnish its own bulletin boards compatible with Employer locations which will be installed by the Employer in convenient locations as agreed in secondary negotiations. Union postings shall be restricted to bulletin boards provided for under this Agreement.

All materials shall be signed, dated and posted by the designated Local Union Representative. The bulletin boards shall be maintained by the Union and shall be for the sole and exclusive use of the Union for communicating to employees on Union business and activities.

No partisan political literature, nor materials ridiculing individuals by name or obvious direct reference, nor defamatory or detrimental to the Employer or the Union shall be posted.

In the event that the Office of the State Employer determines that any posting violates the provisions of this Section, the International Union shall promptly notify its local designee that the posting shall be removed. In addition, the Employer will endeavor to make certain that unauthorized removal of material from the Union bulletin boards does not occur.

### **Section D. Mail Service.**

The Union shall be permitted to use the internal mail systems of the State, both interdepartmental and intradepartmental to communicate on issues such as individual or group grievances, notice of meetings with State Departments, transmittals or responses from State Departments, and all other matters which originate from conducting business with the State. Such mailings shall be of a reasonable size, volume and frequency.

Use of the mail system shall not include any U.S. mails or other commercial or statewide delivery services used by the State that are not a part of the internal mailing systems.

The use of the mail shall be restricted to only that mail necessary to conduct business with or communicate with State offices regarding Union activities. No partisan political literature nor material ridiculing individuals by name or obvious direct reference nor defamatory or detrimental to the Employer or the Union shall be distributed through the mail system.

The Employer shall be held harmless for delivery and security of such mail, including mail directed to Union members from outside the Agency. However, the Employer shall not intentionally open, alter, intercept, delay, or in any manner tamper with articles so mailed, if marked "UAW Confidential" or "Confidential".

In the event that the Office of the State Employer determines that the Union's use of the internal mail service violates the provisions of this Section, the International Union shall promptly take steps to correct the violation.

#### **Section E. Union Information Packet.**

The Employer agrees to furnish to new employees in the Units covered by this Agreement a packet of informational materials supplied to the Employer by the Local President or his/her designee. The Employer retains the right to review the material supplied and to refuse to distribute any partisan political literature or material ridiculing individuals by name or obvious direct reference or materials defamatory or detrimental to the Employer or the Union.

#### **Section F. Union Meetings on State Premises.**

The Employer agrees to furnish State conference and/or meeting rooms for Union meetings upon prior request by the Local President or his/her designee, subject to approval by the appropriate local Employer Representative. Expected attendance cannot exceed the capacity of the room requested. Such facilities shall be furnished to the Union in accordance with usual Agency practices. Union meetings on State premises shall be governed by the Employer's operational considerations and shall be confined to the approved locations. The parties understand that Management has the right to limit access to State owned or leased buildings. Such limitations shall be based on operational and security considerations.

#### **Section G. Telephone Directory.**

The Employer agrees to publish free of charge the telephone numbers and business addresses of the Local in the next State of Michigan telephone directory as published by the Department of Management and Budget. Such listing shall include the identification of a reasonable number of staff individuals. The Employer agrees to extend the right provided in this Section to any new full-time staff offices operated by the Union. This shall not apply to office space granted pursuant to Section H of this Article. The Employer shall provide to the Union five (5) copies of the directory at no charge to the Union.

#### **Section H. Office Space.**

The Employer agrees that, subject to its availability, office space at institutional settings which employ Bargaining Unit members shall be provided.

The provisions of this Article shall apply to any new State office building constructed during the term of this Agreement.

Subject to its availability and in accordance with Department of Management and Budget and/or Departmental regulations, the Union shall be permitted to lease office space in State owned buildings. No partisan political activity shall be conducted in such facilities, and no partisan political literature or material ridiculing individuals by name or obvious direct reference or defamatory or detrimental to the Employer, shall be prepared in or distributed from such facilities.

Such premises shall be for the sole and exclusive use of the Union, and shall be provided to the Union, for the lowest possible charge or fee, if required. This fee shall not include telephones. Access and security will be in accordance with institution or Departmental rules. The Union will maintain such space in appropriate condition and in accordance with its lease or other requirements of the Employer.

The Employer reserves the right to withdraw approval for the Union's use of such premises, upon thirty (30) days written notice to the Union only due to operational requirements, failure to pay rental charges, misuse by the Union or its Agents, or interference with State operations in accordance with terms of the lease. If approval is withdrawn due to operational requirements, the Employer will make a good faith effort to provide alternative office space.

Where office space is not available the Employer shall make available, upon request, a private meeting room where the Union Representative may meet with a Bargaining Unit employee for Union representational activities, such as a meeting with a grievant. In addition, subject to its availability, space for a filing cabinet of reasonable size provided by the Union shall be made available.

The Employer reserves the right to withdraw approval for the Union's use of such space, upon thirty (30) days written notice to the Union only due to operational requirements. If approval is withdrawn due to operational requirements, the Employer will make a good faith effort to provide alternative space.

### **Section I. Access to Premises by Union Staff.**

The Employer agrees that non-employee Officers and Representatives of the Union shall be admitted to the non-public portions of the premises of the Employer during working hours and upon arrival will give notice to the designated Employer Representative unless a different procedure is agreed to in secondary negotiations. Such visitation shall only be for the purpose of participating in Labor-Management meetings, conducting Union internal business related to these Bargaining Units on non-work time of all participants, interviewing grievants, attending grievance hearings/conferences, and for other reasons related to the administration of this Agreement. Only designated non-work and meeting areas may be used for this purpose. Exceptions shall be only with Employer permission. Employee representatives shall have access to the premises in accordance with this Agreement.

The Union agrees that such visitations shall be carried out subject to operational or security measures established and enforced by the Employer.

The Employer may designate a private meeting place or may provide a representative to accompany the Union Officer or Representative where operational or security considerations do not permit unaccompanied Union access. The Employer Representative shall not interfere with or participate in these visitation rights. The Employer reserves the right to limit the number of representatives permitted on the premises at any one time in accordance with operational and security needs and to suspend such access rights during emergencies, or in the case of abuse.

#### **Section J. Union Presentation.**

During a planned orientation of a new representational Unit employee(s), the Union shall be given a reasonable amount of time to introduce one local Union Representative or one International Staff Representative to speak to describe the Union, its rights and obligations as an exclusive representative. No partisan political material, nor materials ridiculing individuals by name or obvious direct reference or defamatory or detrimental to the Employer shall be contained in such presentation. Violation of this prohibition shall be cause for suspension and/or revocation of this right by the Employer.

The Local Union Representative making the presentation shall be a designated Union Representative at the work location premises at which the presentation is made. If the orientation is conducted off the work premises, the Local Union Representative shall have an opportunity to participate in accordance with this Section.

Scheduling of presentations by the Employer shall normally be scheduled during regular work hours, however, presentations by the Employer may, when necessary, be done before or after regular work hours with the understanding that attendance will be encouraged.

Where the Employer does not conduct a planned orientation within a reasonable period of time, not to exceed ten (10) working days, from the first day of work of the new employee(s), the designated Local Union Representative shall be provided an opportunity, without loss of pay, to make a separate Union presentation to the new employee(s) during regular working hours, at the employee(s) work site. The Union may make a separate presentation under such other circumstances as may be agreed upon in secondary negotiations.

The scheduling and handling of presentations under this section shall be discussed in secondary negotiations.

#### **Section K. Picketing.**

The parties recognize that the Union and employees may engage in peaceful, informational picketing in accordance with the law, the Civil Service Rules and Regulations, and this Agreement. The following guidelines and provisions, although not necessarily exclusive, are agreed to by the parties:

1. Picketing will be peaceful and nonthreatening.
2. Picket line members, if employees in a covered Bargaining Unit, will be off duty.
3. Pickets will not cause entry to State-owned or occupied premises to be delayed or denied or attempt to persuade employees or the public not to cross picket lines.
4. All picketing paraphernalia will be removed from the picketing site by the Union whenever picketing is not being engaged in.
5. Picketing will be conducted only at entrances to Employer owned or occupied premises, in a manner which does not impede or interfere with the public's use of public property, and only on portions of public property where such picketing does not interfere with normal operations or access.

**Section L. Union Activity.**

Bargaining Unit employees, including Local Union Officers and Representatives, and authorized non-employee Union Representatives, shall not conduct any Union activities or Union business on State work time or at State work locations except as specifically authorized by the provisions of this Agreement and the Civil Service Rules and Regulations.

**Section M. Union Notification**

Upon receipt of a request submitted under the Freedom of Information Act (FOIA) (Act 422 of Public Act of 1976) for information concerning all Bargaining Unit members, the Local Union shall promptly be provided with a copy of the request.