

## Article 4

### DUES DEDUCTION AND VOLUNTARY REPRESENTATION FEE

- A. For the duration of this Agreement, the provisions of this Article shall be deemed valid to the extent permitted by the Michigan Civil Service Rules and Regulations.
- B. Dues Deduction. Upon receipt of a unit employee's completed and signed Authorization for Payroll Deductions of Membership Dues form as provided by the Union and subject to the provisions of paragraph C (1) below, the Employer will deduct those dues required as a condition of maintaining membership in the Union in good standing.
- C. The authorization shall be effective only as to membership dues becoming due after the delivery date of such authorization to the Employer. New authorization cards must be submitted by the 9th day of any pay period for deduction to be made the following pay period.
  - 1. Deduction will be made only when the unit employee is due sufficient biweekly earnings to cover the dues amount after deductions for Federal Social Security (FICA); individually authorized deferred compensation; Federal Income Tax; State Income Tax; local and/or city income tax; other legally required deductions; individually authorized participation in State programs; and enrolled unit employee's share of insurance premiums.
  - 2. Membership dues shall be uniform in amount, and shall be as certified in writing by the authorized representative of the Union to the Employer. Such authorizations of employees transferred from one (1) 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 of less than 180 days or returning from a leave of absence shall resume payroll deduction of dues or voluntary representation fees, commencing the first pay period of work.
- D. No unit employee shall be required as a condition of continued employment with the State to join the Union.
- E. Voluntary Representation Fee Deduction. Any unit employee may choose to pay a Voluntary Representation Fee to the Union.
  - 1. Such Voluntary Representation Fee shall be fulfilled by the unit employee signing, dating, and submitting to the Employer an Authorization for Voluntary Representation Fee Payroll Deduction form as supplied by the Union.

2. This section shall not take effect until the Union notifies the Employer of the amount of the Voluntary Representation Fee to be deducted. Such notification may be made on or after the effective date of this Agreement.

F. Revocation. Nothing in this Article shall prohibit a unit employee from terminating any dues deduction authorization at any time by furnishing written notice of such revocation to the Employer. The Employer shall forward such notice of revocation to the Union within fourteen (14) calendar days of receipt.

G. Remittance and Accounting. Dues and Voluntary Representation Fees deducted for any biweekly 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 or Voluntary Representation Fee deduction authorizations on file with the Employer for whom no deduction of dues or Voluntary Representation Fees were made. Upon Union request, the Employer shall recoup lost dues or Voluntary Representation Fees where such amounts were not deducted in accordance with this Article.

Upon written request, the Employer shall provide the Union a list of those unit employees who have active dues or Voluntary Representation Fee deduction authorizations on file.

H. The Employer agrees to furnish a biweekly transaction report to the Union in electronic form, listing employees in this Unit who are hired, rehired, reinstated, transferred into or out of the Bargaining Unit, transferred between agencies and/or departments, promoted, reclassified, downgraded, placed on leaves of absence of any type including disability, placed on layoff, recalled from layoff, separated (including retirement), added to or deleted from the Bargaining Unit, or who have made any changes in Union deductions. This report shall include the employee's name, identification number, employee status code (appointment type), job code description (class/level), personnel action and reason, effective start and end dates, and process level (department/agency).

I. The Employer will provide a biweekly demographic report to the Union in electronic form, containing the following information for each employee in the Bargaining Unit: the employee's name, identification number, street address, city, state, zip code, job code, sex, race, birth date, hire date, process level (department/agency), TKU, union deduction code, deduction amount, employee status code (appointment type), position code (position type), leave of absence/layoff effective date, continuous service hours, county code, worksite code, unit code and hourly rate.

The parties agree that this provision is subject to any prohibition imposed upon the Employer by courts of competent jurisdiction.

- J. Requests for information not provided in sections H and I above shall be made by the Union to the Office of the State Employer. The Union will pay the full cost of all reports provided by the State pursuant to this Agreement.
- K. Except as required by the Civil Service Rules and Regulations, the Employer agrees and shall cause its designated agents not to illegally aid, promote, or finance any other labor or employee organization which purports to represent members of this Bargaining Unit, or make any agreements which undermine the Union with any such group or organization. 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, except that as to matters presented by such organizations which are mandatory subjects of negotiations, any changes or modifications shall be made only after negotiations with the Union.
- L. Student Assistants who possess a Bachelors Degree and are performing Bargaining Unit work will be assigned to the Scientific and Engineering Bargaining Unit. They will be covered by all Articles of this Agreement except Articles 11, 12, 13, 15A, 18, 20, 21, 22, 23, 24, 25 and 28.