

## **ARTICLE 4**

### **Union Dues Deduction and Remittance**

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

#### **Section 1. Dues Deduction.**

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

The Employer agrees to deduct from the wages of any Bargaining Unit employee the biweekly Union membership dues, as from time to time established, if the employee has authorized the Employer to do so by executing a written authorization in accordance with the specifications used by the Employer.

The Union dues deduction authorization shall remain in full force and effect until revoked or terminated on written notice to the Employer and the Union at any time.

Dues will be authorized, revised and certified to the Office of the State Employer by the Union. Each Union member and the Union authorize the Employer to rely upon and to honor certifications by the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues.

#### **Section 2. Representation Fees.**

The Employer agrees to deduct from the wages of any Bargaining Unit employee who voluntarily chooses to pay to the Union a Representation Service Fee, if the employee has authorized the Employer to do so by executing a written authorization in accordance with the specifications used by the Employer.

The written Voluntary Representation Fee Deduction authorization shall remain in full force and effect until revoked or terminated on written notice to the Employer and the Union at any time.

#### **Section 3. Remittance and Accounting.**

The Employer shall remit monies withheld from payroll dues and voluntary representation fee deduction no later than ten (10) calendar days after the close of the pay period of deduction, together with an alphabetical list of the names, by Department and Agency, of all active employees from whom deductions have been made, enrollments, cancellations, deduction changes, additional deductions, name changes.

Upon forwarding such payment by mail to the Union's last designated address, the Employer, its officers and employees shall be released from any liability to the employee and the Union under such assignments.

Dues or voluntary representation fees deduction authorization may be revoked at any time by the employee. The employee will furnish written notice of such revocation to the Employer and the Union.

#### **Section 4. Bargaining Unit Information Provided to the Union.**

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).

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.

#### **Section 5. Deductions Not Taken.**

Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security (FICA); individually authorized deferred compensation; federal, state and local income taxes; other legally required deductions; individually authorized participation in State programs; enrolled employee's share, if any, of insurance premiums.

#### **Section 6. Forms.**

It shall be the sole responsibility of the Union to print and furnish membership dues and voluntary representation fee deduction authorization forms approved by the State. The Union may supply such approved forms to the respective Departmental Employers where Bargaining Unit employees may obtain them upon request.