

Notice to Exclusively Classified Represented Employees

Employees in several bargaining units have elected a union to serve as exclusive representative for all employees in the unit in negotiations over proper subjects of bargaining. This notice provides information to these employees on rights and obligations arising under collective bargaining.

1. **Union Membership.** You have the constitutional right to choose whether to join the union that represents your bargaining unit. You are not required to join the union to keep your job. You may join or resign from the union anytime.
2. **Representation by Union.** All employees in a bargaining unit, whether a union member or not, are subject to the collective bargaining agreement governing terms and conditions of employment in the unit. Even if you do not join the union, you are still subject to the terms of the agreement. The union must fairly represent all employees in the unit over subjects covered by the agreement, regardless of union membership. The union must give the same level of contractual representation to nonmembers as it does to members. Nonmembers are entitled to receive the same information on the agreement that the union provides to members.
3. **Unfair Labor Practice Charges.** If you believe that a union, union members, or the employer interfered with, restrained, coerced, discriminated against, or retaliated against you for exercising any of your rights under the state's labor-relations system, you may file an unfair labor practice charge under the process in [Regulation 6.02](#). You must file any charge with the commission within six weeks after the alleged unfair labor practice is committed or within six months if you can demonstrate good cause for a delayed filing.
4. **Payroll Deduction of Union Dues.** Authorizing payroll deduction of dues to unions is done either [online](#) in HR Self Service (accessible from www.mi.gov/selfserv) or by calling the MI HR Service Center at 877-766-6447. You may authorize or deauthorize payroll deduction of dues anytime. Changes take effect the next pay period. A payroll dues deduction authorization expires at the start of a fiscal year's first full pay period unless authorized or reauthorized during the previous fiscal year. For example, an authorization made anytime between October 1, 2020, and September 30, 2021, expires the first full pay period in October 2022, unless reauthorized between October 1, 2021, and September 30, 2022. Beginning January 1, 2022, payroll deduction of service fees is no longer available and any active payroll deduction of previously authorized service fees ends.
5. **Prohibited Activities.** Classified employees are paid to perform their public duties during actual-duty time. Actual-duty time is when you are scheduled to receive any compensation, benefits, or accruals for performing your assigned duties as a classified employee in working pay status. During actual-duty time, you cannot engage in union activities, unless specifically authorized by the civil service rules or regulations and properly coded as union activity in your timesheet. You may engage in union activities during off-duty time if they do not conflict with the satisfactory and impartial performance of your duties. Off-duty time is all time outside actual-duty time and includes time after work and time on annual or authorized union leave. If you engage in any unauthorized union activities during actual-duty time, you may be disciplined. Union activities include the following on behalf of a union: collective bargaining, contract administration, grievance administration or adjustment, lobbying, labor-relations training, and union meetings. You must accurately report the amount of any union leave taken biweekly in your timesheet.