9/13/24

UNION INTERNAL RULES FOR ACQUISITION AND RETENTION OF MEMBERSHIP

Effective: September 13, 2024

Police Officers Association of Michigan (POAM)
Command Officers Association of Michigan (COAM)
Technical, Professional and Officeworkers Association of Michigan (TPOAM)
Firefighters Association of Michigan (FAOM)

RESOLUTION

Pursuant to motion, as seconded, the Executive Board of the POAM adopts the following Resolution, giving effect to the "UNION INTERNAL RULES FOR ACQUISITION AND RETENTION OF MEMBERSHIP."

Whereas, POAM is an incorporated, not-for-profit, labor organization that has been created and operates under the provisions of the Public Employment Relations Act (PERA), and other applicable State and Federal laws;

Whereas, POAM, COAM, TPOAM and FAOM (hereinafter collectively referred to as the "Union") are affiliate labor organizations;

Whereas, the Union represents public employees, under the provisions of PERA, that are designated as "bargaining unit members." Bargaining unit members include both dues-paying individuals (hereinafter also referred to as "members") and non-dues individuals (hereinafter also referred to as "nonmembers"). For the purpose of this Resolution, reference to "bargaining unit members" shall include dues paying members and nonmembers;

Whereas, the Union provides labor representation services which are internally designated as "direct representation services" and "collective representation services. Direct representation services involve representation of a bargaining unit member in matters primarily affecting the individual bargaining unit member, including, grievance arbitration, unfair labor practices, administrative proceedings, and civil litigation. Collective labor representation services involve representation of bargaining unit members in matters affecting the entire bargaining unit, including negotiation of a collective bargaining agreement and class action claims;

Whereas, section 10(2) of PERA, reaffirms the continuing public policy of this state that the stability and effectiveness of labor relations in the public sector require employees in a bargaining unit to share fairly in the financial support of their exclusive bargaining representative;

Whereas, section 10(5) of PERA, authorizes a labor organization to enter into an agreement with a public employer establishing an agency shop based service fee provision mandating, as a condition of continued employment, that all employees in a bargaining unit share equally in the financial support of the bargaining representative, subject however to PERA sections 10(5)(a) and (b), which declare that section 10(5) shall only be of effect upon issuance of a decision by the U.S. Supreme Court reversing or limiting its decision in *Janus v AFSCME Council 31,* ___ US___, 138 S Ct 2448 (2018), or through ratification of an amendment to the United States Constitution. Because agency ship is not presently available in the public sector, this resolution and adopted internal rules recognize acquisition and retention of membership is intertwined with fulfilling the fair share public policy of this state, without mandate that such financial support be required as a condition of continued employment;

Whereas, section 10(3)(a) of PERA, recognizes that that public employees shall not be restrained or coerced in the exercise of rights guaranteed in section 9, however, those rights do not impair the right of a labor organization to prescribe its own rules with respect to acquisition or retention of membership;

Whereas, the Union Internal Rules for Acquisition and Retention of Membership are expressly authorized by section 10(3)(a) of PERA, thereby establishing how bargaining unit members acquire, opt-out of, or reinstate membership in the Union, as well as the rights associated with Union membership, and the mechanism for providing equal direct representation services regardless the status of the bargaining unit members;

Whereas, the Michigan Supreme Court, in *TPOAM v Renner* (2024), has stated that in a "post-*Janus* world, a pay-for-service fee scheme that applies to both union members and nonunion members in a substantially similar way," has not been addressed. The Union, therefore, in compliance with the duty of fair representation, adopts these Rules as a fair and equal procedure which: (1) does not treat a nonmember differently from a member in substantial and material ways; (2) requires the Union to make a preliminary determination as to the merits of a grievance; and (3) charges both members and nonmembers a designated fee for direct services independent of the receipt of Union dues related to general operating expenses and collective representation matters;

Whereas, the Union Internal Rules for Acquisition and Retention of Membership fulfill the considerations set forth in the Supreme Court declarations, by the rules mechanism authorized by section 10(3)(a) of PERA;

Whereas, the continuing viability and effectiveness of the Union is dependent on stability of the work force and sufficient finances for operating purposes, hence, implementation and continuing application of the Union Internal Rules for Acquisition and Retention of Membership shall remain subject to periodic review, amendment, and, as deemed necessary in the discretion of the Union, termination;

THEREFORE, BE IT RESOLVED, the following "Union Internal Rules for Acquisition and Retention of Membership," are hereby adopted.

UNION INTERNAL RULES FOR ACQUISITION AND RETENTION OF MEMERSHIP

Effective: September 13, 2024

Police Officers Association of Michigan (POAM)
Command Officers Association of Michigan (COAM)
Technical, Professional and Officeworkers Association of Michigan (TPOAM)
Firefighters Association of Michigan (FAOM)

The **Union Internal Rules for Acquisition and Retention of Membership** are hereby adopted and implemented, effective September 13, 2024. These rules supersede the prior rules: *Interim Union Operating Procedure: Payment for Labor Representation Services, and the Union Operating Procedure: Nonmember Payment for Labor Representation Services*. The **Union Internal Rules for Acquisition and Retention of Membership** is an independent authorization of the Executive Board, in conjunction with authorization under section 10(3)(a) of the Public Employment Relations Act (PERA):

ARTICLE I: MEMBERSHIP ACQUISITON AND RETENTION

1. "Bargaining unit membership," pursuant to PERA, include dues-paying individuals (hereinafter also referred to as "members"), and non-dues individuals (hereinafter also referred to as "nonmembers"). Membership in the bargaining unit is, therefore, distinguishable in status from membership in the Union. For the purpose of these Rules, reference to "bargaining unit members" shall include dues paying members and nonmembers.

2. Bargaining unit members have the right, pursuant to PERA, to initiate, maintain, opt-out, or reinstate status as dues paying members at any time, upon notice to the Union.

3. A dues paying member shall be entitled to the following benefits:

    a. Providing input on development and presentation of collective bargaining issues.
    b. Participating in contract ratification voting.
    c. Attending union meetings and functions.
    d. Voting for election of union officers.
    e. Holding elective office.
    f. Participating in the Union extended legal representation plan.

4. A dues paying member that is delinquent in paying monthly dues or fees for a period exceeding thirty (30) calendar days, without having cured the delinquency in the following fifteen (15) calendar days, shall be deemed to have opted-out of Union membership.

5. A delinquent dues paying member, or an individual that was a dues paying member but has opted-out of membership, or an individual that did not initiate dues paying member status at the time of initial employment, shall be allowed to initiate or reinstate dues paying member status, provided the following requirements are met:

    a. Payment to the Union of a $500.00 administrative/user/initiation/reinstatement fee, to be paid as follows: for every continuous month of maintaining dues-paying member status, the amount of the fee shall be credited against the monthly amount of dues paid. All current dues-paying members, regardless of length of membership, shall be subject to the initiation fee of $500.00, provided the amount shall be deemed credited against previous payment of dues, if sufficient. If not

sufficient, the amount of the fee shall be reduced each month by credit against the monthly amount of dues being continuously paid.

b. Execution of a deduction of Union dues/fees authorization form with the public employer.

c. Until such time as the $500.00 administrative/user/initiation/reinstatement fee has been paid, the member shall not be allowed to exercise the rights set forth in Article I, section 3.

ARTICLE II: DESIGNATED FEE FOR DIRECT REPRESENTATION SERVICES AND CHANGE OF MEMBERHISP STATUS

1. All bargaining unit individuals shall be entitled to equal treatment in the receipt of direct representation services.

2. Equal treatment requires all bargaining unit members share equally in paying a "designated fee" for direct representation service, which is requested by the bargaining unit member and deemed of merit by the Union, including grievance arbitration, unfair labor practice proceedings, administrative hearings, and civil litigation. Payment of the designated fee shall commence when direct representation services are initiated through the following actions:

    a. filing for arbitration of a grievance with AAA, FMCS, MERC, or through an ad hoc process established by a collective bargaining agreement.

    b. Filing of an unfair labor practice charge with MERC.

    c. Filing of a civil complaint in a court of competent jurisdiction .

    d. Filing of a claim, if authorized by law, with an administrative agency, including Act 78 civil service and veterans' preference proceedings.

3. The Union shall process a grievance, including the initial filing and contractual grievance steps, on behalf of bargaining unit members. At the conclusion of the contractual grievance steps, the Union is authorized to exercise its discretion to review the merits of the grievance to determine if the matter should proceed to arbitration.

4. Acting in accordance with discretion granted by law to determine the merits of a claim, if the Union concludes that a claim has merit, and if the bargaining unit member desires to have the claim pursued through arbitration, unfair labor practice proceeding, administrative hearing, or civil litigation, a designated fee of $2,000.00 (hereinafter referred to as the "designated fee") shall be paid by the bargaining unit member in accordance with the provisions of Article II. The designated fee shall be increased on the 1st of January of each year by $100.00, to offset the rising cost of contractual, administrative, and civil litigation proceedings.

5. The monthly authorized deduction made by a public employer from a bargaining unit member's employment compensation, upon receipt by the Union, shall be designated and allocated as 85% "dues for collective representation and general operating purposes" and 15% "contribution for direct representation services." The amount contributed for direct representation services shall be credited to each member and designated in a "unified direct representation account" (hereinafter referred to as "UDRA"). The UDRA shall consist of the combined contributions for direct representation services from all members. No member shall have a claim to the funds maintained in the UDRA, except for payment of the designated fee, or as provided in Article II, section 6. The Union may use the UDRA for any purpose allowed by law.

6. A bargaining unit member may opt out of the 15% contribution for direct representation services by written notice received by the Union during the period of January 1st through and including January 15th of a calendar year. The monthly amount deducted by a public employer from an employee's compensation shall continue in full during the period of opt out under this section. If the bargaining unit member has not directed reinstatement of the 15% contribution for direct representation services by December 1st of a calendar year, the Union, by December 31st of the same calendar year, shall pay back to the member the accrued amount of the 15% monthly contribution for the specific calendar year of opt out. The bargaining unit member must give annual notice of opt out during the period specified in this section. A bargaining unit member that has opted out of paying the 15% contribution for direct representation services shall remain responsible for the designated fee in accordance with the same process required of a nonmember, as specified in Article II, sections 8, 9, and 10. The provisions of this section remain subject to Article V.

7. A bargaining unit member that has opted out of paying the 15% contribution for direct representation services and has received payment of the accrued amount of the contributions for direct representation services, shall have voting rights for ratification of tentative agreements and election of officers reduced to 4/5 of one vote during the period of continued opt out.

8. **DESIGNATED FEE FOR A MEMBER:** When payment of the designated fee by a bargaining unit member commences, as described in Article II, section 2, the following procedure shall apply:

    a. The designated fee shall be deducted from the individual account of the member and shall be transferred from the UDRA to the general fund.

    b. In the event the individual account is insufficient to pay the designated fee, future monthly payments of the 15% contribution shall be remitted to the general fund until the full amount of the designated fee is paid. When the designated fee is fully paid, all future 15% contributions shall be remitted to the UDRA and shall be credited to the member.

    c. In the event a direct representation matter involves challenge to termination from employment, such that monthly employer deductions for the member have been discontinued, the member shall be eligible to apply for funds from a designated "hardship account," as provided in Article III, section 1, to defray all or a portion of the amount owed for the designated fee. In the event the member is reinstated to employment, the amount of funds provided from the hardship account shall be reimbursed by the member to the hardship account through ongoing monthly payment of the 15% contribution. When reimbursement to the hardship account is fully paid, the future 15% contributions shall be remitted to the UDRA and shall be credited to the member.

    d. In the event a bargaining unit member opts out of dues paying member status during a period of ongoing repayment of a designated fee, the individual shall remain obligated to pay the remaining balance owed. The remaining balance owed shall be paid to the Union in either a lump sum amount or, upon execution of an agreement, in monthly installment payments equivalent to the 15% rate of contribution paid by members. The agreement shall mandate that: (a) the monthly payments will be tendered to the Union by the 10th day

of each month; (b) a delinquency in timely payment of the monthly amount shall result in an acceleration of the balance owed, confession of judgment, and agreement to pay the actual costs and attorney fees incurred, in the event legal proceedings to recover the full balance owed become necessary. A delinquency in timely payment of the monthly amount shall result in legal proceedings to recover the full balance owed.

9. **DESIGNATED FEE FOR A UNION MEMBER WHO HAS OPTED OUT OF THE CONTRIBUTION FOR DIRECT REPRESENTATION:** In the event a member opts out of the contribution for direct representation and a matter arises in which payment of the designated fee is required as described in Article II, section 2, payment of the designated fee shall be made in accordance with the same process set forth in Article II, section 10.

10. **DESIGNATED FEE FOR A NONMEMBER:** Payment of the designated fee by a nonmember shall commence, as described in Article II, section 2. The payment shall be made to the Union in either a lump sum amount or, upon execution of an agreement, the nonmember may make monthly installment payments equivalent to the 15% rate of contribution paid by members. The agreement shall mandate that: (a) the monthly payments will be tendered to the Union by the 10th day of each month; (b) a delinquency in timely payment of the monthly amount shall result in an acceleration of the balance owed, confession of judgment by the nonmember, and agreement to pay the actual costs and attorney fees incurred, in the event legal proceedings to recover the full balance owed become necessary. A delinquency in timely payment of the monthly amount shall result in legal proceedings to recover the full balance owed. In the event the nonmember opts into dues paying member status during the pendency of a direct representation matter, the balance owed for the designated fee will be paid in accordance with Article II, section 8 b.

ARTICLE III: HARDSHIP ACCOUNT

1. Upon separation from service due to retirement, resignation, or termination without reinstatement, the amount accrued and remaining in the UDRA on behalf of a member, shall be reallocated to a "hardship account."

2. Funds from the hardship account shall be applied to the designated fee owed by a union member or nonmember who petitions the Union for financial assistance in paying all or a portion of the designated fee.

3. The Union, in its sole discretion, may grant or deny the petition, and may determine the amount of funds allowed for assistance to defray all or a portion of the designated fee.

4. As a condition to granting the petition for funds from the hardship account, the Union may require the member or nonmember to repay the funds, or a portion thereof.

5. The decision of the Union shall not be reviewable by a court of law.

ARTICLE IV: MISCELLANEOUS PROVISIONS

1. Each request for direct representation service shall be considered a separate request for service, to which payment of the designated fee shall apply to each matter.

2. The designated fee, when paid in a lump sum amount or through monthly installments, shall be remitted directly to the Union at 27056 Joy Rd. Redford, Michigan, 48239, by personal check payable to the Union, or through any other acceptable payment format as determined by the Union.

3. The Union reserves the right to change the amount of the designated fee as deemed appropriate by the Union.

4. The Union shall determine, in its sole and exclusive discretion, which Business Agent, Labor Attorney, or Local Association Representative will be assigned to represent the member or nonmember in a direct representation matter.

5. The General Counsel to the Union is authorized to interpret these rules.

ARTICLE V: ANNUAL REVIEW OF INTERNAL RULES

1. On or before March 1st of each year, the Executive Board of the Union shall review the internal rules for determination as to whether continuation, amendment, or

termination of the internal rules is required. The Executive Board shall base its determination on the guiding principle that the continuing viability and effectiveness of the Union is dependent on stability of the work force and sufficient finances for operating purposes, hence, implementation and continuing application of the Union Internal Rules for Acquisition and Retention of Membership shall remain subject to periodic review, amendment, and, as deemed necessary in the discretion of the Union, termination.

2. In the event of termination of the internal rules, all opt-out notifications received on and between January 1st through and including January 15th, shall be void.

MOTION ADOPTION AND EXECUTION:

Motion by Loftis, seconded by Beerbower, that the aforestated Resolution and the Union Internal Rules for Acquisition and Retention of Membership, are hereby adopted.

I, John Graver, Union Secretary, hereby certify that the above is a true and correct copy of the Resolution and Union Internal Rules for Acquisition and Retention of Membership, as adopted at a meeting of the POAM Executive Board on Friday, September 13, 2024.

John Graver
Secretary