



## Michigan's Unionized Workers Need to Know Their Rights

By F. Vincent Vernuccio and Christina Bolema

### Summary

Michigan's right-to-work law is taking effect, but many workers still need to learn about their new rights. Understanding how union contracts work, voting timing, grievance hearings, agency fees and Title VII are all components that ought to be discussed openly.

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Michigan's new right-to-work law is slowly starting to benefit workers around the state. Some already have the ability to exercise their rights but others are still waiting. The law applies to union contracts formed, modified or extended after March 28, 2013.

While the state's labor law is in this hybrid transition, it is more important than ever for workers to understand their rights regarding union representation.

Right-to-work gives Michiganders the ability to fully opt-out of paying union dues or fees, making it illegal for a union to get a worker fired for not paying them. However, many workers under contracts pre-dating the law's effective date still have no choice but to financially support the union at their workplace. But, even under pre-existing contracts, workers do have more rights than they may realize.

National Employee Freedom Week, celebrated June 23rd – 29th, was formed by the Nevada Policy Research Institute for the express purpose of informing workers of their rights pertaining to union membership. This year the Mackinac Center and more than 55 other organizations participated in NEFW to empower workers to decide what type of union representation best meets their interests.

Most workers currently in a union did not have the opportunity to decide if they wanted the union at their workplace. James Sherk, a senior labor economist at the Heritage Foundation, estimates that only 7 percent of private-sector workers had the opportunity to vote for the union which represents them. The other 93 percent joined a union that was already in place when they were hired.

Almost all unionized workers must accept union representation for contract negotiations and for things such as grievance hearings, even if the worker feels they can do a better job themselves. However, workers have a choice as to their membership status and to what the best type of union representation is for them.

Any union member may choose to become an agency fee payer. These rights, commonly known as "Beck rights," come from two Supreme Court cases: the 1977 *Aboud v. Detroit Board of Education* and the 1988 *Communication Workers v. Beck*, which apply to the public and private sectors, respectively. An agency fee payer will only pay the proportion of dues that funds collective



Angela Steffke, Nancy Rhatigan and Rebecca Metz chose to take action against an unfair contract extension. Other unionized workers can take similar initiative when they are informed of their rights.

bargaining. They do not need to pay for union political activity (with some exceptions such as ‘internal union communication’). Unfortunately, becoming an agency fee payer can be a slow and difficult process and, depending on the contract, there can be a small window for when the change can take place.

Although not a legal requirement, becoming an agency fee payer generally means withdrawing from the union. This means workers who exercise their Beck rights are unable to participate in the union decision making process, even in matters paid for by the agency fee such as contract negotiation.

Another option is to become a religious or conscientious objector. Under Title VII, it is illegal for an employer or labor organization to discriminate against someone on the basis of religion. Workers who feel that supporting their union conflicts with their religious beliefs have the ability to withhold the full amount of their dues. In most cases workers will need to give the equivalent amount to a mutually agreed-upon charity.

Some unions, like the Taylor Federation of Teachers, extended their contracts before right-to-work went into effect. The union and the Taylor School District went so far as to sign a separate 10-year security clause that will force members to financially support the union through 2023. As a result, the Taylor teachers and Michigan union members in contracts which predate right-to-work are like the other 26 forced unionism states in the country where a worker can be fired for not paying dues. (The Mackinac Center Legal Foundation is currently representing three teachers in Taylor who have sued their union and school district over the extension.)

Michigan labor law is in transition, but as more contracts expire or are modified, more workers have the freedom to fully decide if their union has earned their dues.

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