

ARTICLE I **Recognition**

Section 1 The Board recognizes the Association as the sole and exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of Michigan 1965, for all regular, certified teaching personnel, counselors, media specialists, alternative high school teachers and members of the special education staff (excluding substitute/guest teachers, adult and continuing education teachers, directors, administrators, and all other employees) as certified on February 2, 1966. The term "teacher" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined.

Section 2 The Board agrees not to negotiate with any teacher or teacher organization other than the Association with respect to wages, hours, terms and conditions of employment for teachers covered by this Agreement for the duration of this Agreement.

Section 3 For all items of this contract, and in all areas of employment, all non-certified professional personnel who are fully approved, certified or licensed by the State Department of Education or the State Department of Licensing and Regulation shall enjoy all rights and privileges guaranteed to certified tenure teachers under this contract. This shall include the right to due process with the right to administrative hearings before the Superintendent and hearings before the Board in the event of disciplinary action,

demotion, or dismissal. Each educator shall have the right to have a representative of his/her choice present at such hearings.

This shall not be construed to extend to non-certified personnel the right to a hearing before the Michigan Teacher Tenure Commission unless such right is guaranteed by state law.

Section 4

A. The parties agree that every teacher suffered or permitted to work will be required each school year to sign an individual contract of employment as provided in section 569 of the School Code and that every such contract shall contain the following:

"This contract is subject to a collective labor agreement heretofore or hereafter negotiated by the Board and the exclusive bargaining representative of teachers employed by the Board.

The terms of such collective labor agreement heretofore or hereafter negotiated by the Board and the exclusive bargaining representative of teachers employed by the Board.

The terms of such collective labor agreement are incorporated herein, and by accepting this contract you agree to be bound by all such terms including wage deduction provisions thereof."

Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement join the Association or pay a service fee to the Association.

- B. Any bargaining unit member who is a member of the Association, has applied for membership, or who has elected to pay the service fee as specified above, shall sign and deliver to the Board an assignment authorizing payroll deduction of such amounts. Such authorization shall be continued from year to year unless revoked in writing between August 1 and August 31 of any year. Deductions will be made per a schedule agreed to between the Association and the Business Office.
- C. In the event a bargaining unit member does not pay the service fee directly to the Association or authorize payment through payroll deduction, the Board shall, at the request of the Association, terminate the employment of such bargaining unit member forthwith. The parties expressly agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.
- D. The Association shall in all cases of noncompliance with this Article, notify the bargaining unit member by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide for ten(10) days for compliance, and shall further advise the bargaining unit member that a request for discharge may be filed with the Board in the event compliance is not effected.
- E. On or before the 15th of September of each year, the Association shall notify the Board of the amount of the annual dues payable by members of

the Association and the equivalent amount payable by nonmembers pursuant to Section 10 (1) (c) and (2) of the Public Employment Relations Act. The Board shall thereupon deduct such amounts in equal installments, as nearly as may be, from the paycheck of each teacher who has executed an individual contract of employment and pay such amount to the Association or its delegates within five (5) calendar days. Upon remitting such amounts, the Board shall have no further liability or responsibility with respect thereto. Due to certain requirements established in court decisions, the parties acknowledge that the amount of the service fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation service fee by non-members shall be activated no earlier than thirty (30) days following the Association's notification to non-members of the service fee for that given school year.

- F. The only exceptions to the above shall be those teachers that inform the Association in writing prior to September 1st of each year of their intent to pay their dues in one cash payment. Should this cash payment not be received by October 15th of each year, Section A above will be enacted.
- G. In the event of any action against the Board brought in a court of administrative agency because of its compliance with Section 1-4 (Agency

Shop provision) of this Agreement, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Board gives timely notice of such action to the Association; and,
2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

Section 5 The Association agrees that in any action so defended it will indemnify and hold harmless the Board and Administration from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with Section 1-4, but this does not include any liability for unemployment compensation.