

Union Security

The Taylor School District and the Taylor Federation of Teachers agree that the Union's duties to persons employed in the bargaining unit require that each unit member share the costs associated with the negotiation of and administration of this collective bargaining agreement. Therefore, each person employed in the bargaining unit shall either become a member of the Taylor Federation of Teachers and pay dues required of members or agree to pay a service fee in an amount determined by the Union. A service fee will be deducted from the paychecks of persons who fail or refuse to do either. This section describes the process used to accomplish these goals. This agreement is made to reflect the parties' mutual goals of labor peace and bargaining unit continuity which both parties acknowledge to be valuable to each of them.

1. Promptly after approval of their hiring, the TFT will be notified of the name(s) of each person newly employed by the Employer who will be assigned to a position in this bargaining unit. The Union will present the **notice attached as exhibit one** to such person. The employee will have 14 calendar days to decide whether to become a Union member or pay a service fee.

The service fee will be deducted from the compensation of any person who fails or refuses to either become a Union member, approve deduction of a service fee or pay a service fee ("the Non-Payer") The employer will deduct dues or service fees from the paychecks of persons who have agreed to such deductions or who have not responded to a request for election as described here. The form for deduction is attached as **exhibit two**. Dues or service fees will be deducted beginning with the second full paycheck of the school year and continue through 20 consecutive pay periods.

- a. The parties acknowledge that involuntary deduction of the service fee is a sanction that is less harmful to educational continuity than discharge.
- b. Notwithstanding the same, in the event that section 2 above is found to be unenforceable by a court or agency of competent jurisdiction from which appeals have been exhausted (or the time to appeal has expired), then the parties shall utilize the process which follows:
 - i. The Union will notify the Employer of the name of any person(s) who have failed or refused to either join the Union or to pay or arrange for payment of a service fee.
 - ii. The Employer will forthwith notify the individual employee that he or she is subject to discharge for the failure or refusal to either join the Union or to pay or arrange for payment of a service fee.

EXHIBIT

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- iii. The individual employee shall have 14 days from the date of the notice to either join the Union or to pay or arrange for payment of a service fee.
 - iv. The Union will notify the Employer of the name(s) of any individual employee who has failed either join the Union or to pay or arrange for payment of a service fee despite the proffer of the notice described above.
 - v. Not later than 7 days following the notice to the Employer from the Union, the Employer shall discharge the individual employee(s) from employment and shall not reemploy the individual as an employee nor engage them or a successor for contracted service.
 - vi. Notwithstanding the foregoing, the individual employee(s) may be reemployed in the event that, at the time of hire, they either join the Union or to pay or arrange for payment of a service fee.
2. The Union will determine the amount of the service fee in accordance with prevailing law. Presently, the law permits the Union to allocate its expenses as chargeable or non-chargeable based on their relationship to negotiation and enforcement of the collective bargaining agreement. The Union, alone, will determine the amount of the service fee to be deducted. The Employer may request, and receive, information explaining which fees or expenses the Union has determined to be chargeable to service fee payers.
 5. This agreement may be enforced via the grievance procedure or, at the Union's sole option, through an action in the Circuit Court without prior exhaustion of the grievance procedure.
 6. Fees shall not be deducted during the pendency of any Objection that any Non-Payer may have properly initiated under the Union's Process for Resolution of Objections; it may be invoked 14 days after the conclusion or termination of the process for resolution of an Objection.
 7. The Union will provide the Employer a copy of its Process for Resolution of Objections, and any changes to the Process.
 8. The Union shall defend, (including the negotiation of any voluntary settlement) indemnify and hold harmless the Taylor School District, its members and its employees from claims made with regard to this agreement provided that the Union shall be promptly notified of any such claim and shall be entitled to provide counsel of its choice, at the Union's expense and provided further that the Taylor School District shall cooperate in the defense or resolution of the claim.

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Duration

1. This agreement is effective immediately upon ratification by the last party and shall continue in effect until July 1, 2023 and binds the parties and their successors.
2. This agreement is understood to be a collective bargaining agreement separate and distinct from the agreement establishing, among other matters, wages, hours and working conditions. That agreement, and its successors, shall be in effect according to its terms.
3. It is the mutual objective of the parties to recognize this agreement throughout the entire of the stated duration. In the event that a court or agency of proper jurisdiction, from which all appeals have been exhausted or waived, finds the duration to be unenforceable, this agreement shall survive and remain in effect for the longest duration found reasonable.
4. This agreement supercedes ARTICLE II - SECTION B of the parties' collective bargaining agreement dated August 16, 2007 while this agreement remains in effect. ARTICLE II SECTION B shall become immediately effective if enforcement of this agreement is either temporarily or permanently precluded.

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Dan Allen
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Frank A. Moore
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[Signature]
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