



Teacher Unions Agree to Faulty Contracts in Order to Maintain Mandatory Dues

By Audrey Spalding

Summary

Local teachers unions around Michigan rushed to sign collective bargaining agreements that locked in mandatory dues at the expense of teachers' salary and benefits before Michigan's right-to-work law took effect.

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Perhaps the only thing worse than taking a \$12,700 hit in salary is being required to pay around \$1,000 in annual dues to the organization that negotiated such a raw deal. Unfortunately, that is exactly the position in which Wyoming Public Schools teachers find themselves.

Wyoming's collective bargaining agreement appears to require teachers to pay fees to the Michigan Education Association as a condition of employment, because the contract was signed before Michigan's right-to-work law took effect. But even though the union gave up large salary and benefit concessions to keep mandatory dues language in place, the language itself is likely unenforceable. Despite being signed before right-to-work, the contract didn't take effect until months later.

Wyoming, in suburban Grand Rapids, is one of many school districts the Mackinac Center has identified where teachers should be free to leave their union — despite misleading contract language. Based on a preliminary review of more than 500 contracts, thousands of teachers are being required to pay dues or fees when they instead should have the ability to decide for themselves whether to financially support the union.

The Mackinac Center Legal Foundation is representing three teachers in the Taylor School District, where a side agreement — separate from the district's collective bargaining agreement — was put in place to force teachers to pay union dues or fees for the next decade. This is a blatant tactic to avoid Michigan's worker freedom law, and one Center attorneys believe violates state law. The Mackinac Center has identified several other districts with similar agreements.

Many other districts approved collective bargaining agreements before the right-to-work deadline, but have since added additional items to their contracts, effectively reopening them. These teachers, too, should be able to leave their union if they wish.

The Mackinac Center is representing a Clarkston paraeducator who is challenging her district's requirement to pay dues on this basis. There are many more districts that have reopened their contracts after right-to-work, and the Mackinac Center will strive to make sure employees in those districts have a choice as well.



In its rush to lock in forced dues and skirt Michigan's right-to-work law, the Wyoming Education Association in suburban Grand Rapids signed a contract with concessions that could cost some teachers more than \$12,000 in salary and benefits.

The Center has also found several school district collective bargaining agreements that were signed after right-to-work took effect but continue to contain language requiring teachers to pay the union as a condition of employment. Teachers in those districts should be free to leave immediately, and the actions of district and union officials who agreed to those contracts should be scrutinized.

Even teachers who are not in districts with questionable contracts face a significant hurdle. The MEA claims teachers are only allowed to resign their membership in August. Center attorneys have successfully represented two teachers who challenged this so-called “August Window,” and the MEA allowed them to leave, citing “extenuating circumstances.” Though those teachers were given a pass, the MEA refuses to extend the ability to resign membership at any time to all members.

At this point, it is clear that union officials’ top priority is protecting the millions of dollars they receive in dues and fees. In the case of Wyoming, teachers paid for this by taking a large financial hit.

For teachers who want to leave the MEA, the best recourse is to submit a formal resignation letter in August. More information on how to do this can be found at MIWorkerFreedom.org.

Policymakers, however, have the ability to do more. It is unfortunate that passing a law does not ensure compliance. Center attorneys believe that many of the collective bargaining agreements reviewed violate Michigan’s right-to-work legislation. A thorough effort must be made to investigate and challenge those agreements in order to provide teachers with the rights they are entitled to under the law.

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