

Rudyard Federation of Teachers

RFT

RTW CONTRACT

JULY 1, 2012

THROUGH

JUNE 30, 2015

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EDUCATION FEDERATION AGREEMENT

This agreement entered into this 22th day of January, 2013, by and between the Board of Education of the Rudyard Area Schools, Rudyard, Michigan, hereinafter called the **BOARD**, and the Rudyard Federation of Teachers, American Federation of Teachers, AFL-CIO, hereinafter called the **FEDERATION**.

ARTICLE I
DEDUCTIONS FOR PROFESSIONAL DUES

- A. Upon filing with the employer a written authorization form for payroll deduction, signed by the employee, the employer agrees, during the term of this Agreement and extension or renewal thereof, to deduct **FEDERATION** membership dues, service fees, and assessments which have been levied in accordance with the Constitution and By-Laws of the **FEDERATION**, from the pay of such employee.
- B. Deductions from each paycheck shall be in the amount stipulated by the **FEDERATION** for the term of this Agreement, and shall commence with the pay period beginning in September. The employer agrees to forward such deductions which have been made within one week following such deduction to the Treasurer of the **FEDERATION**.
- C. The deduction of membership dues shall not be made if a teacher is on leave of absence or absent because of prolonged illness when the teacher's pay is not sufficient to cover the membership dues deduction.
- D. Individual authorization forms shall be mutually agreed upon, and when executed, shall be filed by the **FEDERATION** with the employer. Authorizations, once filed with the employer shall continue in full force and effect until revoked by the employee on a form mutually agreed upon, which form shall be filed with the employer. The **FEDERATION** agrees, at least thirty days prior to the beginning of the school year, to give written notification to the employer of the amounts to be deducted in that year under such authorization.
- E. The employer agrees, in the event that it or its agents have been shown to have deducted insufficient amounts from any member of the bargaining unit, to increase the following deduction in the amount of the demonstrated insufficiency. The **FEDERATION** agrees, in the event that it has received monies in excess of authorized deductions, to reimburse the employee(s) in the amount of the demonstrated excess.

ARTICLE II
AGENCY SHOP

PART I

For new employees, present union member employees, and laid-off union member employees when recalled.

The employer and the **FEDERATION**, recognizing that the benefits of the collective bargaining agreement accrue to all members of the bargaining unit, regardless of whether or not such member belongs to the **FEDERATION**, accept the following method designed to enable all above mentioned members of the bargaining unit to support the efforts of the bargaining agent on their behalf.

- A. Within thirty (30) days after employment, or the execution of this agreement or its extensions or renewals, whichever is later, all of the above stated members of the bargaining unit shall have the opportunity to join the **FEDERATION** and execute an authorization permitting the deduction of **FEDERATION** dues and assessments.
- B. Any of the above stated members of the bargaining unit who has not joined the **FEDERATION** during such period, or having joined has not remained a member, shall immediately execute an authorization permitting the deduction of an annual service fee equal to the proportional cost of negotiating and administering the collective bargaining agreement. This amount is to be set by the RFT Board on a yearly basis and will not exceed the amount paid by the members of the

RFT in dues and assessments. It is understood that the payment of such sums shall not constitute an agreement to become a member of the **FEDERATION**. Service fee deductions are to be forwarded to the RFT treasurer on a monthly basis.

- C. The employer agrees to notify all employees in the bargaining unit (those employed at the time of execution of the agreement or its extensions or renewal, as well as new hires) of the above stated thirty (30) day period, and will supply to the **FEDERATION** the name(s) of such employee(s) and the date of employment.
- D. Within the above thirty (30) days of employee failure to deliver authorization shall constitute basis for a discharge, and the employer agrees, upon a receipt of notification from the **FEDERATION** that a member of the bargaining unit has failed to execute such authorization within the specified thirty (30) days, to discharge such employees within five (5) days; it being understood between the parties of this Agreement that such requirement is a condition of continued employment for the above stated employees with the employer.
- E. In the event an employee is dismissed for failure to tender required authorized amounts and is subsequently offered re-employment within the bargaining unit by the employer, such unpaid amounts shall be required to be paid to the **FEDERATION** by the applicant as a precondition to re-employment.
- F. The cost of **FEDERATION** membership or of the service fee for part-time employment will be pro-rated according to MFT guidelines.
- G. The RFT, an affiliate of MFT, AFT, AFL-CIO, shall indemnify and save the employer harmless against any and all claims, demands, suits, or judgment damages, including unemployment compensation and attorney fees, which may arise from implementation of this section of the agreement. However, any costs incurred by the **BOARD** for legal representation of its own choosing shall be borne by the **BOARD**.
- H. The RFT President or designee and Superintendent shall meet and establish a seniority list by October 1st of each school year.

PART II

For present non-union member employees and any laid-off non-union member employees when recalled.

The employer and the **FEDERATION**, recognizing that the benefits of the collective bargaining agreement accrue to all members of the bargaining unit, regardless of whether or not such member belongs to the **FEDERATION**, accept the following method designed to enable all above mentioned members of the bargaining unit to support the efforts of the bargaining agent on their behalf.

- A. Within thirty (30) days after employment, or the execution of this agreement or its extensions or renewals, whichever is later, all of the above stated members of the bargaining unit shall have the opportunity to join the **FEDERATION** and execute an authorization permitting deduction of **FEDERATION** dues and assessments.
- B. Any of the above stated members of the bargaining unit who has not joined the **FEDERATION** during such period, shall immediately execute an authorization permitting the deduction of an annual service fee equal to the proportional cost of negotiating and administering the collective bargaining agreement. This amount is to be set by the RFT Board on a yearly basis and will not exceed the amount paid by members of the RFT in dues and assessments. It is understood that the payment of such sums shall not constitute an agreement to become a member of the **FEDERATION**. Service fee deductions are to be forwarded to the RFT treasurer on a monthly basis.
- C. The employer agrees to notify all employees in the bargaining unit (those employed at the time of the execution of the agreement or its extensions or renewals as well as new hires) of the above stated thirty (30) day period, and will supply to the **FEDERATION** the name(s) of such employee(s) and the date of employment.
- D. In the event that a bargaining unit members stated above does not authorize payment of the annual service fee, the employer shall, at the request of the **FEDERATION**, notify the employee of their non-compliance with the provisions stated herein. The parties expressly recognize that the failure of any above stated employee to comply with the provisions of this article is cause for the **FEDERATION** to pursue whatever recourse it may have available including, but not limited to, legal remedies against the individual teacher.
- E. The parties agree that every teacher's contract of employment shall contain the following: "This contract is subject to a collective bargaining agreement. The terms of such agreement are incorporated herein, and by accepting this contract, you agree to be bound by all such terms, including dues/service fee provisions thereof."

- F. The cost of **FEDERATION** membership or of the service fee for part time employees will be pro-rated according to MFT guidelines.
- G. The RFT, an affiliate fo the MFT, AFT, AFL-CIO, shall indemnify and save the employer harmless against any and all claims, demands, suits, or judgment damages, including unemployment compensation and attorney fees, which may arise from the implementation of this section of the agreement. However, any cost incurred by the **BOARD** for legal representation of its own choosing shall be borne by the **BOARD**.

ARTICLE III
DURATION OF CONTRACT

1. This agreement is effective immediately upon ratification by the last party and shall continue in effect until June 30, 2015 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 supersedes ARTICLES IV & XX of the parties' collective bargaining agreement DATED December 19, 2012 while this agreement remains in effect. ARTICLES IV & XX shall become immediately effective if enforcement of this agreement is either temporarily or permanently precluded.

This agreement shall be in effect for the period of July 1, 2012 through June 30, 2015.

This agreement shall not be extended orally and is expressly understood that it shall expire on the date indicated.

Signed For:

Signed For:

RUDYARD FEDERATION OF TEACHERS

RUDYARD AREA SCHOOLS BOARD OF EDUCATION

Maryellen McDonnell Date 3/27/13
Stacy Wilson Date 3/27/13
Mary Anne Otter Date 3/27/13

John M. Gadey Date 4/22/13
[Signature] Date 3-27-13
[Signature] Date 4/22/13