

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

ANGELA STEFFKE,
REBECCA METZ, and
NANCY RHATIGAN,
individuals,

Plaintiffs,

-v-

Case No.
Hon.

- CK

TAYLOR FEDERATION OF TEACHERS, AFT 1085,
an unincorporated labor union,
TAYLOR SCHOOL DISTRICT,
a public school district, and
TAYLOR PUBLIC SCHOOL BOARD OF EDUCATION,
a public school board,

Defendants.

Patrick J. Wright (P54052)
Derk A. Wilcox (P66177)
MACKINAC CENTER LEGAL FOUNDATION
Attorneys for Plaintiffs
140 West Main Street
Midland, MI 48640
(989) 631-0900

There is no other pending or resolved civil action
arising out of the same transaction or occurrence
alleged in the Complaint.

COMPLAINT

NOW COME the Plaintiffs and state, through their attorneys, the following for their
Complaint:

PARTIES AND JURISDICTION

1. Plaintiff, ANGELA STEFFKE, is an individual who is an employee of defendant, TAYLOR SCHOOL DISTRICT.
2. Plaintiff, ANGELA STEFFKE, is a unionized employee in a bargaining unit whose representative is the defendant union, TAYLOR FEDERATION OF TEACHERS, AFT 1085.
3. Plaintiff, ANGELA STEFFKE resides in Lincoln Park, Wayne County, Michigan.
4. Plaintiff, REBECCA METZ, is an individual who is an employee of defendant, TAYLOR SCHOOL DISTRICT.
5. Plaintiff, REBECCA METZ, is a unionized employee in a bargaining unit whose representative is the defendant union, TAYLOR FEDERATION OF TEACHERS, AFT 1085.
6. Plaintiff, REBECCA METZ, resides in Taylor, Wayne County, Michigan.
7. Plaintiff, NANCY RHATIGAN, is an individual who is an employee of defendant, TAYLOR SCHOOL DISTRICT.
8. Plaintiff, NANCY RHATIGAN, is a unionized employee in a bargaining unit whose representative is the defendant union, TAYLOR FEDERATION OF TEACHERS, AFT 1085.
9. Plaintiff, NANCY RHATIGAN, resides in Livonia, Wayne County, Michigan.
10. Defendant TAYLOR FEDERATION OF TEACHERS, AFT 1085 (the “Union”), upon information and belief, is an unincorporated voluntary association labor union.

11. Defendant Union is located in the City of Taylor, Wayne County, Michigan.
12. Defendant TAYLOR SCHOOL DISTRICT (the “School District”) is the public school district for the City of Taylor, within the County of Wayne.
13. Defendant TAYLOR PUBLIC SCHOOL BOARD OF EDUCATION (the “School Board”) is the board of education which governs the City of Taylor’s public schools, within the County of Wayne.
14. Defendant School District is located in the City of Taylor, County of Wayne.
15. Defendant School Board is located in the City of Taylor, County of Wayne.
16. The collective bargaining agreements at issue in this matter were both entered into in Wayne County and are regarding matters of contractual obligations to be performed within Wayne County.
17. This complaint requests declaratory relief as authorized by MCR 2.605; and equitable relief over which this Court has jurisdiction.

GENERAL ALLEGATIONS

18. Plaintiffs hereby incorporate the preceding paragraphs as though restated herein.
19. On or about January 24, 2013, the defendants entered into two separate tentative agreements (the “Agreements”).
20. One of the Agreements was a collective bargaining agreement which, by its terms, expires on October 1, 2017 (the “Collective Bargaining Agreement”). A copy of the Collective Bargaining Agreement is attached to this complaint as Exhibit A.
21. This Collective Bargaining Agreement covers most of the terms and conditions of employment.

22. One of the Agreements was a union security agreement which expires on July 1, 2023, the “Union Security Agreement.” A copy of the Union Security Agreement is attached to this complaint as Exhibit B.
23. The Union Security Agreement, although it does not contain the terms and conditions of employment other than mandating union membership or the payment of agency fees, is labeled by the School Board and the Union a “collective bargaining agreement.” “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.” See Exhibit B, page 3, paragraph 2.
24. On or about February 6, 2013, the Union held a ratification vote meeting at which time both of the Agreements were ratified by the Union.
25. On or about February 11, 2013, the School Board held a ratification vote at which time both of the Agreements were ratified by the School Board and became effective.
26. The Union Security Agreement provides that “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.” If the employee does not pay the dues or service fees then the employer shall either deduct the dues and fees involuntarily from the employee’s paycheck or “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.” See Exhibit B at page 1, paragraph 1(b)(ii).

27. On or about December 11, 2012, Michigan enacted Public Act 349 of 2012 affecting public employees, commonly known as Michigan's "Right To Work" law.
28. Michigan's Right To Work law would prohibit the enforcement of provisions such as those found in the Union Security Agreement which require the payment of dues or fees as a condition of employment.
29. The Union Security Agreement was created and ratified so that its execution would predate the Right To Work law, which goes into effect on March 28, 2013, and would therefore avoid the application of that law to plaintiffs' bargaining unit for the next ten years.
30. The Union Security Agreement was negotiated as a separate agreement from the Collective Bargaining Agreement.
31. The passage of the Collective Bargaining Agreement was not dependent on the passage of the Union Security Agreement.
32. The passage of the Union Security Agreement was not dependent on the passage of the Collective Bargaining Agreement.
33. The Union Security Agreement was ratified separately from the Collective Bargaining Agreement. See a copy of the Tentative Agreement, attached as Exhibit C, at page 2, where separate ratification votes were taken. See also Exhibit A, page 3, paragraph I(1), where it states, "The union security clause will be ratified separately from the collective bargaining agreement by the Board of Education and the Taylor Federation of Teachers."
34. The two Agreements differ substantially on the key term of contract duration.
35. Plaintiffs have standing to challenge the subject Agreements because they are intended third-party beneficiaries.

36. Plaintiffs have standing because they are subject to the Union Security Agreement and are denied the ability to withdraw their financial support from the Union.

COUNT I

THE UNION SECURITY AGREEMENT IS ILLEGAL

UNDER MICHIGAN'S STATUTES

(ALL DEFENDANTS)

37. Plaintiffs hereby incorporate the preceding paragraphs as though restated herein.
38. Michigan's statutory laws prohibit a term of a labor contract from exceeding the term of the collective bargaining agreement. MCL § 423.215b.
39. The Union Security Agreement, as agreed to by the Union and the School Board, contains a benefit which is meant to extend beyond the term of the collective bargaining agreement.
40. The term of the Union Security Agreement is contrary to Michigan's law.

COUNT II

THE UNION SECURITY AGREEMENT IS VOID FOR LACK OF CONSIDERATION

(ALL DEFENDANTS)

41. Plaintiffs hereby incorporate the preceding paragraphs as though restated herein.
42. No new consideration was given for the Union Security Agreement
43. The only consideration provided in the Union Security Agreement is "labor peace and bargaining continuity which both parties acknowledge to be valuable to each of them."
44. "Labor peace" is the intended benefit and result of every collective bargaining agreement.
45. "Labor peace" is consideration that was already given for the Collective Bargaining Agreement.

46. The Collective Bargaining Agreement was ratified prior to the Union Security Agreement. See Exhibit C, where the Collective Bargaining Agreement was the first to be ratified.
47. The consideration of “bargaining continuity” cannot be given because it cannot be guaranteed for the ten-year duration of the Union Security Agreement.
48. Michigan law, MCL 423.214, provides that another union may be elected to be the representative of a bargaining unit three years after the beginning of a collective bargaining agreement.
49. Therefore, by law, the Union cannot provide the ten-year continuity that is stated as consideration.
50. Because the Union Security Agreement lacks consideration, the Agreement is void.

COUNT III

THE CONTRACT IS VOID WHERE ONE ELECTED BODY BINDS

SUCCESSOR LEGISLATIVE BODIES

(THE SCHOOL BOARD)

51. Plaintiffs hereby incorporate the preceding paragraphs as though restated herein.
52. The defendant School Board has entered into a long-term Union Security Agreement lasting longer than a decade that will bind its successors.
53. The length of the Union Security Contract exceeds the length of any collective bargaining or employment agreement previously entered into by the School Board.
54. There is no valid reason for the ten-year length of the Union Security Agreement, other than to avoid compliance with Michigan’s new right-to-work law.
55. Michigan’s Supreme Court has recognized that; “a fundamental principle of the

jurisprudence of both the United States and this state is that one legislature cannot bind the power of a successive legislature...”

56. The School Board is an elected body.
57. By entering into a Union Security Agreement lasting ten years the School Board has bound its successors to a policy that cannot be altered through their legislative process.
58. Because successive school boards are bound by this Union Security Agreement beyond the short term, the Union Security Agreement violates a fundamental principle of jurisprudence governing elected bodies.

RELIEF REQUESTED

Plaintiffs request that this court grant them the following cumulative or alternate forms of relief:

- a) A declaratory judgment that the Unions Security Agreement is void for violating Michigan’s statutory laws;
- b) A declaratory judgment that the Union Security Agreement is void for lack of consideration;
- c) A declaratory judgment that the Union Security Agreement is void for binding successor school boards to a specific, unalterable public policy;
- d) A declaratory judgment that the Union Security Agreement, as an integrated portion of the Collective Bargaining Agreement, cannot have an effective term longer than the Collective Bargaining Agreement and a reformation of the Union Security Agreement which recognizes that the effective duration of the Union Security Agreement must be the same four years as the Collective Bargaining Agreement;
- e) An order placing Plaintiffs’ union dues or fees in escrow starting March 28, 2013, until this

matter is resolved; and/or,

f) Any other relief that this court deems just and equitable.

Dated: February 28, 2013

/s/ Derk A. Wilcox
MACKINAC CENTER LEGAL FOUNDATION
Attorneys for Plaintiffs
140 West Main Street
Midland, MI 48640