

SERVICE AGREEMENT

WHEREAS, the Technical Professional Officeworkers Association of Michigan (hereinafter referred to as "TPOAM") and the Henry Ford College Support Staff Association (hereinafter referred to as "Union") desire to enter into a service agreement;

WHEREAS, the TPOAM is a statewide professional association made up of local member associations composed of public employees;

WHEREAS, the TPOAM has years of labor experience in all phases of the representation of Michigan public employees, including but not limited to the negotiation, administration, and enforcement of collectively bargained agreements with public employers, and all related Michigan Employment Relations Commission unfair labor practice and compulsory arbitration proceedings;

WHEREAS, the Union is an independent association consisting of Henry Ford College employees;

WHEREAS, the Association is the exclusive bargaining representative for the classifications within the unit;

WHEREAS, the Union desires to benefit from the labor relations experience of the TPOAM, while retaining its independent organizational structure and identity; and it desires the TPOAM to act as its agent, as is more fully set forth hereinafter;

NOW, THEREFORE, THE PARTIES in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. The TPOAM and the Union are and shall remain completely independent organizations with separate and distinct memberships.

2. The TPOAM shall, for the duration of this Agreement, act as the agent of the Association with respect to the following functions: the filing of any representation petitions on behalf of the Association with the Michigan Employment Relations Commission and representing the Association in any certification or decertification proceedings; collective bargaining with the public employer on behalf of the Union; representing the Union in any mediation proceedings, fact-finding proceedings, representing the Union in connection with all unfair labor practice charges filed involving the bargaining unit; representing the Union in connection with any litigation involving the bargaining unit; administering and enforcing the collective bargaining agreement; the settling or arbitration of any grievances filed under the collective bargaining agreement; the gathering of research data needed for collective bargaining, fact-finding and contract arbitration purposes; and representing the Union as appropriate before state and local legislative bodies.

3. Any certification as exclusive bargaining representative shall be in the name of the Union, and any collective bargaining executed with the public employer shall be in the name of the Union.

4. The TPOAM shall consult with the Union with respect to general policies and objectives to be pursued in connection with the bargaining unit. The Union reserves the right to submit any tentatively agreed to collective bargaining agreement to a ratification vote by the members of the bargaining unit. In addition, it is agreed that the TPOAM shall, on behalf of the Union, exercise its own independent expert judgment in connection with the functions listed in paragraph 2 above, particularly with respect to bargaining techniques, the resolution of bargaining impasses, and the resolution of arbitration of grievances.

5. The Union agrees, consistent with its independent status, that TPOAM's service shall only be in the capacity of an agent to the Union, as a labor organization entity, such that the Union shall retain its duties and liability, if any, to its membership in its capacity of exclusive bargaining representative of the unit.

6. In consideration of the above-described services to be provided by the TPOAM, the Union agrees that it shall pay to the TPOAM an annual fee of \$50,220 on or before August 1, 2020.


The Union further agrees to furnish TPOAM with a list of employees on payroll monthly; TPOAM further agrees that the aforesaid annual service fee shall be the full and only charges for professional fees (attorney fees, labor economist fees) incurred in representing the Association, as well as for costs (arbitrator's fees, filing fees, printing or duplication costs,

telephone charges, data collection costs) incurred in such representation.

This Agreement becomes effective immediately upon execution by both parties and shall remain in effect until July 31, 2021.


It is further understood that this Agreement may be extended by mutual agreement of the parties. If either party does not wish to renew this agreement, or wants to modify it, notice to the other party must be made at least 60 days prior to its expiration.

Representing Technical
Professional and Officeworkers
Association of Michigan

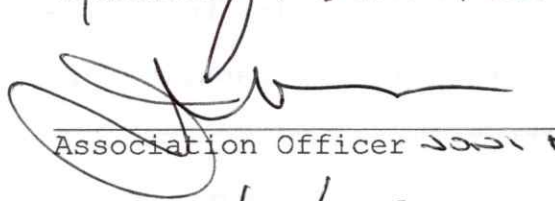


Date: 07/24/2020

Representing the Henry Ford
College Support
Staff Association



President KIMBERLY KATER



Association Officer JODI MORRIS

Date: 7/28/2020