

LABOR SOLIDARITY PARTNERSHIP AGREEMENT
BETWEEN THE AMERICAN FEDERATION OF LABOR
AND CONGRESS OF INDUSTRIAL ORGANIZATIONS AND
THE NATIONAL EDUCATION ASSOCIATION

PREAMBLE

The American Federation of Labor and Congress of Industrial Organizations (“AFL-CIO”) and the National Education Association (“NEA”), affirming the importance of a unified voice on behalf of America’s working families, our members, and the public that we serve, enter into this Agreement establishing the AFL-CIO/NEA Labor Solidarity Partnership (“Partnership”).

I. PURPOSE OF PARTNERSHIP

The AFL-CIO* and the NEA recognize that it is in their mutual best interest for the NEA and its affiliates to participate in the broader labor movement through joint efforts with the AFL-CIO and its affiliates at the national, state, and local levels. The purpose of the Partnership is to encourage and facilitate such participation by affording NEA affiliates the opportunity to become members of AFL-CIO local central labor councils (“CLCs”) and AFL-CIO state federations. In affording this opportunity, the Partnership has been crafted to reflect the fact that the national NEA does not

* The term “AFL-CIO” is used in this Agreement to refer to the national AFL-CIO.

now, and will not by virtue of the Partnership, have any affiliation relationship with the AFL-CIO.

II. AFFILIATION OF NEA LOCAL AFFILIATES WITH
THE AFL-CIO AND MEMBERSHIP OF NEA LOCAL
AFFILIATES IN AFL-CIO LOCAL CENTRAL LABOR
COUNCILS AND STATE FEDERATIONS

A. Procedure to Become a Directly Affiliated NEA Local of the AFL-CIO

1. An NEA local affiliate that desires to become a member of a CLC will notify the NEA and the AFL-CIO. The Implementation Committee provided for in Section IV of this Agreement will develop rules and procedures for providing such notice.

2. The AFL-CIO and the NEA will consult with each other through the Implementation Committee concerning each request for membership, and each organization will consult with their affiliated organizations through their own internal processes.

3. If after the foregoing consultations both the AFL-CIO and the NEA approve the request, the AFL-CIO will issue a Certificate of Affiliation to the NEA local affiliate designating it as a Directly Affiliated NEA Local of the AFL-CIO ("DANL"), eligible to be a member of the relevant CLC. The AFL-CIO and the NEA also will address in their consultation the nature of the relationship between the DANL and the relevant AFL-CIO state federation, and whether a percentage of the per capita taxes that the DANL pays to the AFL-CIO should be rebated to the DANL in light of the unique relationship between the AFL-CIO

and the NEA. The agreements reached on these and any other issues will be subject to approval by the DANL and the relevant NEA state affiliate, and will be reflected in the Certificate of Affiliation issued by the AFL-CIO to the DANL.

B. Rights and Obligations of a DANL

1. Except as otherwise provided in Section 2 below, a DANL will in all respects, including representation and voting in the AFL-CIO and coverage under Articles XX and XXI of the AFL-CIO Constitution, have the same rights and obligations in the national AFL-CIO as any Directly Affiliated Local Union of the AFL-CIO.

2. The AFL-CIO waives any oversight powers that it may have under the AFL-CIO Constitution or otherwise with regard to DANLs, including the power to trustee or merge DANLs. The AFL-CIO's oversight powers will be limited to revoking a DANL's Certificate of Affiliation for its failure to meet its obligations under this Agreement, including non-payment of per-capita taxes, or failure to comply with decisions rendered under Article XX or XXI of the AFL-CIO Constitution. Except as to any financial obligations that a DANL may have under this Agreement, the AFL-CIO waives any rights that it may have under the AFL-CIO Constitution or otherwise to any claim on the assets of a DANL.

3. As a member of a CLC, a DANL will have the same rights and obligations as other AFL-CIO local affiliates which are members of the CLC,

including rights and obligations with regard to payment of per capita taxes to the CLC and participation in the governance and affairs of the CLC. As with other AFL-CIO local affiliates which are members of CLCs, DANLs are not bound by the CLC's political endorsements, nor are they required to participate in the CLC's member mobilization program in support of the endorsed candidates. A DANL may not participate in a CLC's political program in support of an endorsed candidate absent the approval of the relevant NEA state affiliate.

4. As a member of an AFL-CIO state federation, a DANL will have such rights and obligations as have been agreed to by the AFL-CIO and the NEA, and set forth in the Certificate of Affiliation issued to the DANL by the AFL-CIO. As with other AFL-CIO local affiliates which are members of state federations, DANLs are not bound by the state federation's political endorsements, nor are they required to participate in the state federation's member mobilization program in support of the endorsed candidates. A DANL may not participate in a state federation's political program in support of an endorsed candidate absent the approval of the relevant NEA state affiliate.

5. DANLs will transmit their AFL-CIO per-capita taxes to the NEA, which will in turn transmit them to the AFL-CIO. The AFL-CIO will transmit any rebates that may be due to DANLs to the NEA, which will in turn transmit them to the DANLs. These transmissions will be in a manner agreed upon by the Implementation Committee.

6. Whether a DANL meets the requirements of federal, state, and local law will be the responsibility of the DANL, and the AFL-CIO will have no responsibility in this regard.

7. A DANL may terminate its affiliation with the AFL-CIO and its membership in a CLC and an AFL-CIO state federation on sixty (60) days written notice to the NEA, the AFL-CIO, the CLC, and the AFL-CIO state federation. A DANL will have no obligation to pay per capita taxes to the AFL-CIO, the CLC, or the AFL-CIO state federation subsequent to the effective date of termination, but will remain liable for any and all financial obligations to the AFL-CIO, the CLC, and the AFL-CIO state federation incurred prior to that date.

III. MEMBERSHIP OF NEA STATE AFFILIATES IN AFL-CIO STATE FEDERATIONS

The AFL-CIO and the NEA will consult with each other through the Implementation Committee concerning requests from NEA state affiliates that desire to become members of AFL-CIO state federations. In this consultation, the Implementation Committee will develop procedures and mechanisms for NEA state affiliates to become members of state federations, including the conditions under which such membership will be allowed.

IV. IMPLEMENTATION COMMITTEE

Not later than ten (10) days after the effective date of this Agreement, an Implementation Committee, consisting of three members appointed by the AFL-

CIO and three members appointed by the NEA, will be established to oversee and facilitate implementation of this Agreement.

V. MISCELLANEOUS

A. Except as provided for in this Agreement, or by reason of affiliation with the American Federation of Teachers, no NEA local or state affiliate will become an affiliate of the AFL-CIO, or a member of a CLC or an AFL-CIO state federation.

B. The AFL-CIO and the NEA will publicize this Agreement among their affiliates. The NEA will advise its affiliates to consider whether to take advantage of the opportunity afforded them by this Agreement, and will provide information and technical assistance to its local and state affiliates that desire to do so.

VI. DURATION

This Agreement will become effective when it is approved by the appropriate governing bodies of the AFL-CIO and the NEA. It will terminate on December 31, 2009, unless:

A. extended by mutual agreement of the parties; or

B. terminated prior to December 31, 2009, by either party on sixty (60) days written notice to the other.

AFL-CIO

NEA

By: _____
John Sweeney, President

By: _____
Reg Weaver, President

Date: _____

Date: _____