

**JURISDICTIONAL AGREEMENT
BETWEEN THE MISSOURI NATIONAL EDUCATION ASSOCIATION
AND THE AFT MISSOURI, AFL-CIO**

This Agreement is made and entered into by the Missouri National Education Association (MNEA) and the AFT Missouri, AFL-CIO. The interchange of party titles for presentation purposes is agreed by both parties without need for prior notification.

PREAMBLE

The MNEA and AFT Missouri, recognize that organizational rivalry is counterproductive to the organizations' mutual goals of maximizing services to their members and enhancing the cause of education. The MNEA and AFT Missouri further recognize that public education is under severe attack from multiple sources and that rivalry between the two organizations detracts from the effort of both organizations to defend, uphold and improve public education. In addition, the two organizations welcome the restoration of collective bargaining rights to Missouri Public School employees, and agree that cooperation between the organizations is essential in fully realizing those rights.

MNEA and AFT Missouri believe that, under a non-competition agreement, they will create a working environment that will reflect the core principles upon which the interest of their members and future members can be served avoiding organizational rivalry and strengthening the relationship between the same.

MNEA and AFT Missouri agree that, in an effort to ensure the success of the parties in carrying out the non-competition agreement, the parties will encourage, support and actively assist local affiliates in their efforts to develop a framework of guidelines which reflects the cooperative work of the parties at the same and national levels. Both parties also agree to assist each other in those a jurisdiction in which raiding is occurring by a non-affiliated organization.

A. NON-COMPETITION

MNEA and AFT Missouri resolve that:

1. In locals where there is a written document within the school district recognizing either the MNEA or AFT Missouri, or one their local affiliates, as the exclusive unit consultation agent or exclusive bargaining representative as of the effective date of this agreement, the other party to this agreement will refrain from engaging in membership recruitment. (See Attachment A). "Exclusive unit consultation agent" or "exclusive bargaining representative" is defined as the recognized representative of the unit and has either been recognized by the State Board of Mediation, been voluntarily recognized by the School Board or governing body or has won an election for to determine such an agent or representative.

- (a) While MNEA and AFT Missouri agree not to recruit in these locals, this

agreement does not preclude an individual acting on his/her own from joining either organization.

(b) The state organizations will encourage their affiliates to abide by and act in good faith with Section 1 of this Agreement.

(c) The Attachment is a list of mutually agreed to school districts which fall under the provisions of Section 1.

(d) Nothing in this agreement shall prohibit either organization from establishing, and recruiting members for, student chapters, future educator chapters or retired members in higher education institutions or school districts otherwise subject to the provisions of this section.

2. In the absence of a written document with a school district, but where either AFT Missouri or MNEA speaks on behalf of the school employee unit, neither organization will challenge the status of the other organization; however, the minority organization is free to recruit employees who are not unit members of MNEA or AFT Missouri. All districts listed in the Attachment created pursuant 1.c. are excluded from this permission.
3. In school districts where local affiliates of MNEA and AFT Missouri hold unit employee representation rights dually or with other organizations, the MNEA and AFT Missouri will encourage their respective affiliates to work cooperatively to establish the right of employees in those districts to democratically select an exclusive bargaining representative. The MNEA and AFT Missouri recognize, and will encourage their affiliates in these districts to recognize, that multiple organization bargaining arrangements do not constitute "collective bargaining" as referred to Article 1 Section 29 of the Missouri Constitution, and that such arrangements are to be treated as temporary and to be replaced at the earliest opportunity by a process based on the democratic selection of an exclusive bargaining representative. It will be the responsibility of either the MNEA or AFT Missouri, in situations in which one of its affiliates is acting to obstruct the replacement of a multi-party negotiation involving both parties with true collective bargaining based on the democratic selection of an exclusive bargaining representative, to make clear to all parties, including the employer, that the affiliate is acting in contravention of the organization's policy.
4. Charter schools, whether functioning at the time of this agreement or formed afterwards shall, for the purposes of this agreement be considered part of the school district where they exist. For organizing, representation and bargaining purposes they shall fall under the provisions of this agreement.
5. The MNEA and AFT Missouri will avoid initiating or being drawn into controversial reporting by the media or organizations or individuals which is detrimental to the positions or interests of the other party. Press releases on cooperative actions or rebuttals to the aforementioned will be jointly approved. If either party is contacted for comment by the media, organizations or individual regarding the other party, comments shall be positive or withheld.

6. Local and state officers, agents or representatives of both parties shall not publicly make derogatory comments about the other party, orally or in print. Both parties are free to comment about their own issues, philosophies, etc. and are free to communicate in any way with their own members.
7. Any dispute that may arise as to the interpretation or application of this Agreement shall be referred for resolution to a Joint Resolutions Committee with equal representation by both parties.

B. JOINT RESOLUTIONS COMMITTEE

1. Not later than 30 days after the effective date of this agreement, the Joint Resolutions Committee shall be established. The Committee shall be comprised of 8 members (4 from each organization) and shall be appointed by the President of each organization. The Committee will utilize the services of the staff of both organizations, as well as other consultants as it deems necessary.
2. The Committee will have the responsibility to meet within 30 days of notification by either party that a dispute has arisen regarding the Agreement.
3. The Committee will have the authority to present to the appropriate administrative and governance groups recommendations that have a direct governance or administrative impact on the dispute and/or its resolution.

C. DISPUTE RESOLUTION

AFT Missouri and MNEA agree that if the Joint Resolutions Committee is unable to resolve a dispute between the parties within 10 days after the hearing, the dispute shall be resolved at the request of either party, by an arbitration panel. The panel shall be made up of one representative chosen by each party (not from within the respective state affiliates) and those individuals will then select a mutually agreeable third arbitrator who will act as the chair of the panel. Within 10 days following notification of non-resolution from the Joint Resolutions Committee, the grieving party shall notify the other of its desire to pursue arbitration, and the two organization arbitration panel representatives shall be named and provided to the other party within the next 10 days. Those two organization arbitrators shall meet within 10 days to select the third arbitrator and chair. The arbitration panel will then convene within 30 days of the selection of the chair to hear the issue(s). The ruling of the panel will be presented within 30 days, and the panel's decision will be final. The expenses of the arbitrators will be paid equally by the respective parties. The expenses of the panel's meeting and the costs for the third arbitrator and chair will be paid equally by both parties. The arbitrators will have no authority to add to, detract from, or modify the terms of this Agreement.

D. DURATION

This agreement will become effective on the date it is signed by both the MNEA and AFT Missouri presidents. This agreement may be terminated at any time by MNEA or AFT Missouri upon 60 days written notice to the other party. In the absence of such notice, this agreement will remain in effect until MNEA and AFT Missouri merge to establish a single state organization or until midnight, July 31, 2018, whichever is earlier.

E. NO PRECEDENT

This Agreement is between the MNEA and the AFT Missouri only and is not intended to be used as a precedent for agreements in any other state.

MISSOURI NATIONAL EDUCATION ASSOCIATION

Charles E. Smith

Missouri NEA President

April 15, 2015

Date

AFT MISSOURI

Kelly McChendon

AFT Missouri President

4-15-15

Date

AFT Missouri Affiliates and Includes Classifications

1. St. Louis Teachers and School Related Personnel
2. Kansas City Teachers and School Related Personnel
3. University City Support Related Personnel
Secretaries, Aides, Custodians, Specialist, Maintenance, Food Service Workers,
Nurses, Social Workers
4. St. Louis Community College-Professionals
5. St. Louis Community College-Support Personnel
6. Park University-Faculty
7. Scott City Federation of Teachers
8. St. Charles Community College Faculty
9. Grandview Federation of Support Personnel
Secretaries/Administrative Assistants, Custodians, Maintenance/Mechanic
Personnel, Classroom Paraprofessionals, Health Paraprofessionals, Nurses, Food
Service Personnel, Bus Drivers/ Paraprofessionals, Head Start Personnel,
Registrar, Payroll Personnel and Parent Educators,
10. Missouri Federation of Public Employees
DESE Department Professional Employees in all six divisions; Vocational
Rehabilitation, Disability Determinations Unit and Supervisory
Professional Staff.
11. Wentzville Federation of School Related Employees
Mechanics, Dispatchers, Maintenance, Secretaries, Clerks, Custodians,
Paraprofessionals and Instructional Assistants.
12. Lindbergh Federation of Food Service Employees
13. Hickman Mills Federation of Support Personnel
Secretaries, Clerks, Paraprofessionals and Custodians
14. Hazelwood Federation of School Related Personnel
Clerical and Instructional Assistants
15. Winfield
Custodians, Grounds Keepers, Mail and Food Delivery
16. St. Vincent's Day Care Workers
17. Wentzville Transportation Employees
Full-Time Bus Drivers and Full-Time Aides

MNEA

Affton EA
Ash Grove
Bayless CTA
Bayless Custodial/Maintenance
Belton ESP
Belton
Boonville R-I
Branson
Branson Transportation
Brentwood
Center
Clayton
Crystal City
Columbia
Columbia Parent Educators
DeSoto Transportation
East Central College Faculty
East Central College Professionals
East Central College Adjuncts
Excelsior Springs ESP
Excelsior TA
Ferguson-Florissant
Ferguson-Florissant Nurses
Ferguson-Florissant ESP
Festus
Festus Secretarial
Festus Food Service/Custodial
Fort Osage
Fort Zumwalt
Fort Zumwalt Nurses
Fort Zumwalt Paraprofessionals
Fort Zumwalt Parent Educators
Fox Nurses
Fox
Francis Howell

Francis Howell ESPA
Francis Howell MGC
Grain Valley Teachers and Paraprofessionals
Grain Valley Custodial/Maintenance
Grain Valley Transportation
Grandview
Hancock Place
Harris Stowe State University
HSSU Professionals
Hazelwood
Hazelwood ASP
Hazelwood Nurses
Hazelwood Transportation
Hickman Milles Teachers
Hickman Mills Parent Educators
Hillsboro Nurses
Hillsboro Paraprofessionals
Hillsboro Secretarial
Holden Custodians
Hollister
Independence ESP
Independence Teachers & Paraprofessionals
Independence Transportation
Jefferson College NEA
Jefferson R-7
Jefferson R-7 ESA
Jennings
Joplin ESP
Joplin
Kearney
Kirkwood
Lee's Summit
Lindbergh
Lindbergh AOP
Lindbergh Secretarial/ Clerical
Lonedell
Maplewood-Richmond Heights

Mehlville Teachers and Paraprofessionals
Mehlville Transportation
Meramec Valley
Metropolitan Community College
Mexico
Moberly
Mountain View/Birch Tree Bus Drivers
Normandy
Normandy Secretaries
Normandy Food Services
Normandy Library Assistants
Normandy Maintenance/Custodial
Normandy Safety Officers
Normandy Transportation
North Kansas City
North Kansas City ESP
North St. Francis Bus Drivers
North St. Francis Custodians
Northwest
Northwest Nurses
Northwest Paraprofessionals
Park Hill
Park Hill Custodians
Parkway
Parkway AESP Local 902
Parkway RNA
Parkway Secretarial/Clerical
Pattonville
Pattonville ESP
Platte County
Potosi
Raytown
Rich Hill ESP
Ritenour
Riverview Gardens
Riverview Gardens ESP
Rockwood Teachers and Paraprofessionals

Rockwood Custodians
Rockwood ESP
Rockwood Nurses
Rockwood Social Workers
St. Charles Teachers &. Paraprofessionals
St. Charles ESPA
St. Charles Transportation EA
St. Charles ESS
St. Genevieve
St. Genevieve ESP
St. Louis Nurses
St. Louis Community College Faculty
Schuyler Co
Special School District
Special School District Paraprofessionals
Special School District Secretaries
SSD Interpreters
SSD Aides and Assistants
SSD ESPA
Springfield
Springfield ESP Custodial/Maintenance
Springfield Nurses
Springfield Secretaries
Thayer
Troy Nurses
Union Bus Drivers
University City
Valley Park
Valley Park Custodians and Bus Drivers
Valley R-VI (Caledonia)
Warrenton
Warrenton Custodial/Maintenance
Warsaw Transportation
Warsaw
Warsaw Custodians
Washington
Webster Groves

Wentzville Teachers/Librarians

Wentzville Nurses

West Plains Bus Drivers

Willow Springs

Willow Springs Bus Drivers, Para's, Parent Ed, Nurses, Library Aides &
Secretaries

Windsor

Winfield Teachers

Wright City

Upcoming Election

Hickman Mills Teachers