

CONFIDENTIAL

MERGER AGREEMENT

Section I.

Pending approval by their appropriate governing bodies and ratification by referenda of their memberships, the New York State Teachers Assn (NYSTA) and the United Teachers/New York (UTNY) agree to merge into a single statewide teachers organization.

Section II.

No later than Tuesday, 4 April 1972, the NYSTA and UTNY presidents will each appoint one member to an arbitration panel. The first two named will select a third panel member from a list provided by the American Arbitration Assn (AAA).

The panel will produce a draft constitution/bylaws for the merged state teachers organization (MSTO). The panel will have no authority to modify any principle or provision given in Section III (below), but will by majority vote(s) establish any(all) other item(s) in the draft MSTO constitution/bylaws.

The panel will transmit the draft MSTO constitution/bylaws to the NYSTA and UTNY presidents no later than Tuesday, 18 April 1972, for submission to the appropriate governing bodies as provided in Section IV (below).

Section III.

In producing the draft MSTO constitution/bylaws, the panel designated in Section II (above) will adhere to the following principles and provisions.

1. The MSTO will retain all affiliations currently maintained by NYSTA and UTNY and those mandated by the constitutions/bylaws of the National Education Assn (NEA) and the American Federation of Teachers (AFT).
2. Per capita dues in the MSTO will be set at a figure adequate to fund MSTO programs--including a fund to defend and support teacher rights through payment of fines of locals and individuals and authorized legal expenses of locals and individuals arising from strike situations--and to pay full dues in (per capita assessments for) all affiliations.
3. Recognized locals will be required to maintain unified membership with the MSTO, the NEA and the AFT, and to forward full per capita dues for each.
4. The MSTO will guarantee that no local will be taken into receivership or trusteeship by any parent organization.
5. Locals will be required to meet minimum standards in order to maintain their affiliation with the MSTO. These will include, but not be restricted to: a democratic governance structure; non-discrimination on the basis of sex, creed, color, race or national origin; and a commitment to the vigorous advocacy of the rights of all members.

6. Membership in the MSTO will be open to and required of anyone eligible for and admitted to membership in a recognized local, and who pays the full per capita MSTO dues; but anyone excluded from membership in the NEA or the AFT by the constitution/bylaws of that organization will pay full per capita MSTO dues but will be exempted from membership in that national organization.
7. The highest level of governance in the MSTO will be the referendum of the entire membership. Positions or policies established by referendum will not be subject to reversal or modification by any MSTO governing body or by a subsequent referendum for a period of at least two (2) years.
8. Some matters will not be subject to the referendum. These will include, but not be restricted to, the employment, assignment, promotion, discharge or compensation of staff members; the MSTO, NEA and AFT dues figures; and programs requiring the expenditure of funds.
9. Other means of access to the referendum will be established; but one must be by petition containing the signatures of at least ten (10) percent of the active members, drawn from no fewer than twentyfive (25) locals.
10. The second highest MSTO governance level will be the Representative Assembly (RA), which will meet

at least once annually and at such other times as it may be called (a) by petition of one-fifth (1/5) of its members or (b) by a majority vote of the Board of Directors.

11. Where a majority of the RA declares any item--including part or all of the annual legislative program--an "important matter," approval of that item will require a two-thirds (2/3) vote.
12. Providing that no fewer than one hundred (100) Representatives drawn from at least five (5) Election Districts endorse a proposed constitution/bylaws amendment, and submit their amendment and supporting petition to the Board of Directors at least thirty (30) days in advance of an RA meeting, the RA will have the authority--by a two-thirds (2/3) vote--to amend the MSTO constitution/bylaws.
13. Representatives to the RA will be assigned to locals on a one-man/one-vote basis, with one Representative per one hundred (100) members or major fraction thereof; but any local with fewer than fiftyone (51) members will be entitled to one (1) Representative if it enrolls in active membership a majority of those persons in the classroom teacher bargaining unit who are eligible for such membership. In addition, all members of the Board of Directors will be at-large Representatives.

14. Where a local does not bring to the RA its full complement of Representatives, its votes will be distributed among those Representatives present; but no Representative will be permitted to carry more than two (2) votes or a fraction of a whole vote.
15. Except as otherwise stipulated in this Agreement, roll-call votes on any matter before the RA will be permitted only upon the call of at least one-third ($1/3$) the Representatives present and voting.
16. The third highest MSTO governance level will be the Board of Directors. The Board will meet at least four times each year, or specially when called (a) by petition of one-half ($1/2$) its members or (b) by a two-thirds ($2/3$) vote of the Executive Committee.
17. A maximum of thirty-six (36) Directors will be elected by roll-call votes by and from Election District caucuses of Representatives at the RA; these District Directors will serve four-year terms, with half their number being elected at each alternate RA (concurrently with the MSTO officers and At-large Directors).
18. A number of At-large Directors equal to one-half ($1/2$) the number of District Directors--to a maximum of eighteen (18) At-large Directors on the Board--

will be elected by roll-call vote by and from the RA; each of these At-large Directors will be from a different cluster of two Election Districts, will serve a two-year term, and will be elected concurrently with the MSTO officers.

19. In addition to District Directors and At-large Directors, the officers of the MSTO will be voting members of the Board; and the Board will establish separate Election Districts and assign Representative and Director positions for members in higher education units and private school units, and--in proportion to per capita dues paid--for members in the student-MSTO, the retired teacher-MSTO, and such other units as the Board itself may recognize.

20. The Board will draw Election District boundaries that are compact and contiguous; but no Election District will be more than ten (10) percent larger or smaller than the average-sized District. No local smaller in size than the average-sized District will be assigned to more than one Election District. Where a local is larger than the average-sized District, its Directors will be elected by Representatives and from Election Districts established within that local.

21. The fourth highest MSTO governance level will be the Executive Committee, which will meet at least monthly during the school year; special meetings of the Executive Committee may be called by the President or by petition of one-half (1/2) its members.
22. The officers of the MSTO will be voting members of the Executive Committee; all other Committee members will be elected by and from the Board of Directors.
23. The five MSTO officers will be elected by roll-call vote by and from the RA at alternate RA meetings and concurrently with one-half the District Directors and the At-large Directors; officers will be limited to two successive two-year terms in the same MSTO office, and will be required to divest themselves of any office held in an MSTO local within one (1) year of assuming MSTO office.
24. The five MSTO officers will be the: President, Executive Vice-President, 1st Vice-President, 2nd Vice-President, and Secretary-Treasurer. The President and Executive Vice-President will be elected as a team; and for a period of two (2) two-year terms, both the President and the Executive Vice-President must not have been officers or

members of the same predecessor organization (NYSTA or UTNY). The officers will be ~~eligible, at the~~ discretion of the Board, to serve the MSTO full-time.

25. The Executive Committee will employ staff persons, including an Executive Director and other managerial personnel who will supervise and evaluate subordinate staff members and who will be directly responsible to the President and the Executive Committee.
26. No staff member employed on an individual or collective contract will be eligible for active membership or to participate in the politics of the MSTO. But a category of associate membership may be established for which staff persons will be eligible.
27. With the approval of--and to the number established by--the Executive Committee, the President may appoint Special Assistants, who will serve at his/her pleasure, manage his/her office, speak for and represent him/her, and be eligible for active MSTO membership and to participate in MSTO politics.
28. The name of the MSTO will be neither New York State Teachers Assn (NYSTA) nor United Teachers/New York (UTNY); but the names of both those predecessor organizations will be preserved in some manner in the MSTO constitution/bylaws.
29. The MSTO Board of Directors will recognize as the MSTO local affiliate in each employing jurisdiction the unit holding collective bargaining rights for

classroom teachers; where a local of the other predecessor organization (NYSTA or UTNY) exists without bargaining rights in a given jurisdiction, the MSTO Board will require new elections **within a reasonable** period of time for governing bodies and officer positions in the bargaining agent, and will encourage shared leadership in the interim.

Section IV.

1. Effective Saturday, 1 April 1972, NYSTA and UTNY agree to form an Interim Coalition which will operate until the **final merger terms are approved by the appropriate NYSTA and UTNY governing bodies and the Interim Governance Structure takes effect.** During the period of this Interim Coalition:
 - a. Neither NYSTA nor UTNY will in any way participate in in any representational election in which one of its local affiliates (in a K-12, higher education, public or private system) has challenged a local affiliated with the other organization for bargaining rights currently held by that local; and further, NYSTA and UTNY will disaffiliate any local which does so challenge.
 - b. NYSTA and UTNY will cooperate in:
 - 1) a joint legislative effort;
 - 2) a joint political action program, including a cooperative effort in the 1972 primary and general elections;

- 3) mutual support of local affiliates in bargaining situations;
- 4) issuing one or more joint publications;
- 5) other joint programs, including specifically conferences throughout the State on professional, political-legislative, bargaining, organizational and other topics; and
- 6) holding joint meetings of their governing bodies in unusual circumstances.

2. **Effective 1 September 1972**, NYSTA and UTNY will establish an Interim Governance Structure (IGS) for the MSTO. All state dues paid to either NYSTA or UTNY will be further transmitted to the MSTO/IGS, and all disbursements will be made by or through the MSTO/IGS (except where otherwise required by law). All programs operated by NYSTA or UTNY will become ~~programs of the~~ **programs of the MSTO/IGS** (except where precluded by law). Governance of the MSTO during the IGS period will be by and through joint meetings of ^{parallel} the NYSTA and UTNY governing bodies; in these meetings the total number of votes held by UTNY representatives shall bear the same ratio to the total number of NYSTA representatives as does the total number of UTNY members to the total number of NYSTA members on 1 June 1972. Further, during the IGS period **NYSTA and UTNY** officers will jointly and co-equally exercise the duties appropriate to their offices, functioning as MSTO officers.

3. A single statewide teachers organization, merged in all respects, will exist as of 1 May 1973. The first meeting of the MSTO RA will be held between 1 March 1973 and 30 April 1973. The MSTO/IGS Board of Directors will announce a timetable for the election of Representatives to the Spring 1973 RA. The RA will elect MSTO officers and members of the MSTO Board of Directors, who will assume their positions on 1 May 1973. All such terms will run for a one-year period, and will not be subject to any limitation or condition imposed in Section III (above); elections for the full terms prescribed in Section III will be held at the Spring 1974 RA, for which Representatives will be elected between 1 January 1974 and 28 February 1974. The MSTO will forward full per capita dues to all its affiliates beginning 1 May 1973; locals will be required to forward full MSTO per capita dues beginning 1 September 1973, and the MSTO will return to each local 4/12 of any per capita dues forwarded for NEA or AFT membership--or for other affiliations mandated by the MSTO--for the period 1 September 1972-31 August 1973.
4. NYSTA and UTNY will complete the process of seeking the approval of their appropriate governing bodies--and the ratification by referenda of their memberships--of this Merger Agreement prior to 1 July 1972.

Section V.

In addition to all provisions in the foregoing Sections, the following agreements shall be binding on NYSTA, on UTNY and on MSTO as their joint successor organization.

1. The MSTO will honor all existing collective and individual contracts between NYSTA and its employees and UTNY and its employees; and, pursuant to these contracts, the MSTO will guarantee employment to all persons employed by either NYSTA or UTNY as of 31 August 1972.
2. The MSTO will assume all assets and liabilities of NYSTA and UTNY existing as of 31 August 1972. Where legal impediments exist (as, respecting the transfer of restricted funds), MSTO attorneys will seek the resolution most favorable to the MSTO.
3. Agreements providing equal per capita financial support from the NEA and AFT for services to MSTO members in New York State--and for MSTO financial support of services to members and locals--will be reached prior to 1 September 1973.
4. NYSTA and UTNY agree, and bind the MSTO as their joint successor organization that:

The MSTO will maintain its affiliations with NEA and AFT--and will pay full per capita dues for all MSTO members to NEA and AFT--for a period of **at least four** (4) years. NYSTA and UTNY further agree that if the MSTO disaffiliates from NEA or AFT during this four (4) year period--or that if the MSTO declines to transmit

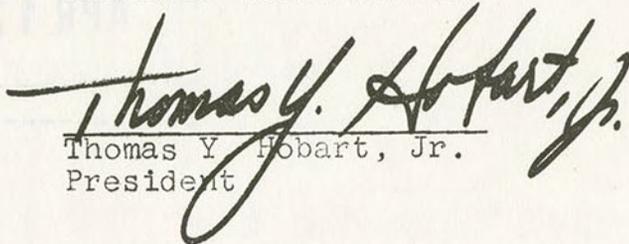
full per capita dues for all MSTO members to NEA or AFT-- the MSTO will be legally bound to forward \$25 per MSTO member per year to NEA or AFT for the remainder of the four (4) year period; however, this requirement for liquidated damages will cease to bind MSTO if NEA or AFT raises its per capita dues more than twenty (20) percent beyond \$25 per member per year during the four (4) year period; and NYSTA and UTNY also agree to jointly execute written agreements to this effect with both NEA and AFT.

Section VI.

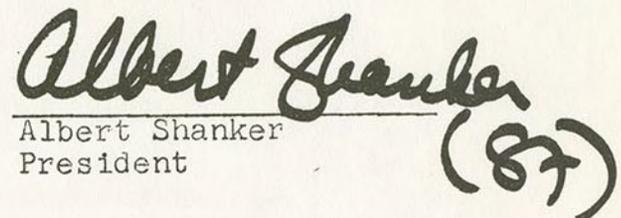
The issues listed in the Appendix are specifically referred to the arbitration panel designated in Section II (above); the panel will also resolve such other issues as are not prescribed in this Merger Agreement.

Signed, in the City of New York, this thirtieth (30th) day of March, 1972:

For the New York State
Teachers Association:


Thomas Y. Hobart, Jr.
President

For the United Teachers/-
New York


Albert Shanker
President (87)