

Fairfax Education Association and Fairfax County Federation of Teachers Alliance Agreement

This Alliance Agreement between the Fairfax Education Association (FEA) and the Fairfax County Federation of Teachers (FCFT) sets forth how FEA and FCFT will operate together as Fairfax Education Unions (FEU), with the goal that FEU will become the exclusive representative of Fairfax County Public School employees under the process set forth in the Fairfax County School Board's collective bargaining resolution.

Preamble

1. Shared beliefs: FEA and FCFT share a belief that all children deserve a high-quality public education system, and within that high-quality public education system, educators and staff will have the right to collectively bargain and advocate for a better education system for themselves and their students.
2. Background of public sector collective bargaining in Fairfax County and Virginia: Public employees, including education employees, were long barred from collective bargaining in Virginia.
 - a. Virginia banned public sector collective bargaining for decades, dating back to a Virginia Supreme Court decision in 1977 and the 1993 passage of a state law codifying that decision.
 - b. FEA and FCFT worked together for years to change this law and win collective bargaining rights for FCPS employees.
 - c. In 2020, after a coordinated effort by the labor movement, the General Assembly passed a law, H.B. 582, to allow local governments and school boards to adopt collective bargaining resolutions and ordinances. This law took effect in 2021.
 - d. FEA and FCFT, along with other groups representing employees of the Fairfax County Public Schools, were part of a working group convened by the school Superintendent to develop a draft collective bargaining resolution for Fairfax County.
 - e. In March 2023, the Fairfax County School Board voted to adopt a resolution permitting school employees to collectively bargain.
3. Background for Alliance:
 - a. FEA and FCFT agree that the best way FCPS employees can win a strong collective bargaining agreement is if the two unions work together to become the exclusive representative of FCPS employees.
 - b. In March 2022 FEA's Board of Directors and FCFT's Executive Board passed resolutions formally supporting creating a joint bargaining agent. In April 2022 FEA's Representative Assembly (RA) and FCFT's Organizing Committee voted unanimously to support the joint work.
 - c. Since those approvals last year, FEA and FCFT have publicly worked together as the Alliance of Fairfax Education Unions (AFEU). AFEU has held joint events to hear about FCPS employees' priorities and to share information about collective bargaining.

- d. FEA and FCFT have agreed that going forward, their alliance will be called Fairfax Education Unions (FEU) rather than the Alliance of Fairfax Education Unions (AFEU).
- e. This Alliance Agreement sets out more details about how FEU will operate going forward now that the School Board has adopted a collective bargaining resolution.

Functioning of FEU During the Alliance Period

This section describes how FEU will operate as an alliance between FEA and FCFT in the period before a merger takes place (the "Alliance period").

1. FEA and FCFT will continue to exist as local unions with their own members, governance structures, and dues systems. Each union will continue to provide member services to its own members.
2. The presidents of FCFT and FEA will serve as the co-presidents of FEU, as well as remaining as the presidents of their respective local unions.
3. FEU will conduct joint training and information sessions for bargaining unit members about collective bargaining.
4. FEU will seek to become the exclusive representative of FCPS employees under the recognition process set forth in the Fairfax County School Board's collective bargaining resolution.
5. FEU will form an organizing committee that will inform the campaign for FEU to become the exclusive representative for FCPS employees. The Presidents of FEA and FCFT will both appoint people to the organizing committee.
6. Once FEU becomes the exclusive representative, it will form a bargaining committee that will include equal representation from FEA and FCFT.
7. FEA and FCFT will evenly split all costs associated with (1) FEU's campaign to become the exclusive representative, (2) bargaining, and (3) implementation of collective bargaining agreements with FCPS, including the costs of FEU events. All FEU events shall require the prior approval of the presidents of both FEA and FCFT.
8. FEU will follow a democratic process, including a vote by individual members from each union, to ratify collective bargaining agreements.
9. FCFT and FEA will not recruit members of the other union. If a union member expresses interest in joining the other union, they will be asked to speak to their current union before switching; however, if the member is adamant about joining the other union, the request will be fulfilled. If FCFT or FEA conduct membership drives during the Alliance period, they will not speak negatively about the other union.
10. FEA and FCFT will work together and discuss communications in advance when communicating with FCPS about the organizing and collective bargaining process.
11. FCFT Executive Board and FEA Board of Directors will meet as frequently as deemed necessary by the Presidents of each organization.

12. FEA and FCFT intend and commit to working towards a full merger of their two unions, with the FEU serving as a transition to that merger.
13. This Alliance Agreement will be effective after approval of both the FCFT Executive Board and FEA Board of Directors and shall remain in effect until either parties' governing Board acts to terminate this agreement or merger. Termination shall occur only after providing the non-terminating party with 30 days written notice of an intent to terminate.

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6/15/2023

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06/15/2023