

AFFILIATION AGREEMENT

Employees Association

- and -

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, AFL-CIO

(AFSCME)

AFSCME COUNCIL 57

October 2017

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AFFILIATION AGREEMENT

PREAMBLE

This agreement is entered into between the Employees Association, an unaffiliated labor organization, which maintains its headquarters in Truckee, California, and the American Federation of State, County and Municipal Employees (AFSCME), the largest union in the AFL-CIO, which maintains its headquarters in Washington, D.C.

WHEREAS, Employees Association and AFSCME are dedicated to improving the wages, hours, benefits and conditions of employment of their members through the negotiation and administration of collective bargaining agreements that will promote the well-being of their members and their families;

WHEREAS, Employees Association has determined that it is in the best interests of its members to affiliate with AFSCME, which represents more than 1.5 million public service workers nationally and has the facilities, personnel and experience to aid its affiliates in collective bargaining negotiations, organizing campaigns, legislative and political activities, public relations, research and educational programs; and

WHEREAS, AFSCME has determined that the affiliation of Employees Association will strengthen and enhance its ability to improve wages, hours and conditions of employment of AFSCME members throughout the United States.

NOW, THEREFORE, Employees Association and AFSCME pledge their full cooperation from this day forward to work together in a united effort to improve the well-being of their members and their families by carrying out the terms and conditions of this Agreement.

ARTICLE I -- AFSCME Local Union Chapter.

Section 1. Upon approval of this Agreement, Employees Association shall be affiliated with AFSCME and AFSCME shall charter Employees Association as an AFSCME local union.

Section 2. As an AFSCME local union, Employees Association shall have all the rights, benefits, privileges, and obligations that an AFSCME local union has under the AFSCME Constitution, except as expressly modified by this agreement.

Section 3. As an AFSCME local union, Employees Association shall have jurisdiction over all bargaining units and other groups of workers represented by Employees Association at the time this agreement is approved by the parties. This jurisdiction shall not be changed or modified by AFSCME, except with the approval of Employees Association. Additional bargaining units and other groups of workers may be added to Employees Association jurisdiction by mutual agreement of the parties.

Section 4. As an AFSCME local union, Employees Association shall be affiliated with AFSCME Council 57 and shall have all the rights, privileges, benefits and obligations that the AFSCME Council 57 Constitution confers on its affiliated local unions and chapters.

ARTICLE II – Full Membership Rights in AFSCME

Section 1. Every regular member of Employees Association as defined by Employees Association constitution and by-laws shall have full membership rights in AFSCME, consistent with the guarantee set forth in the AFSCME Constitution that any employee represented by Employees Association shall be eligible for membership.

Section 2. Employees Association members, as members of AFSCME, shall be fully protected by the guarantees set forth in the *Bill of Rights for Union Members* in the AFSCME Constitution.

Section 3. Employees Association members, as members of AFSCME, shall be eligible to participate fully in the AFSCME ADVANTAGE Program which provides credit cards, life insurance, home insurance, travel discount, free college benefit and legal service benefits – all at substantial savings to AFSCME members and their families.

Section 4. Employees Association and its members will receive AFSCME's membership publications, and other services and publications which AFSCME normally makes available to its affiliates and their members.

ARTICLE III – As an AFSCME Local Union, Employees Association shall receive the Benefits and Protections of the AFL-CIO Constitution.

Section 1. Immediately upon approval of this agreement, AFSCME shall pay to the AFL-CIO the required per capita tax on each member of Employees Association, thereby providing Employees Association with the benefits and protections of the AFL-CIO membership, including the "no-raid" and "organizing campaign" protections of Article XX and XXI of the AFL-CIO Constitution.

Section 2. AFSCME will vigorously defend, and pay all costs of defending, the Employees Association against raids by another AFL-CIO union.

Section 3. As a Chapter of AFSCME local, Employees Association shall be eligible for membership in AFL-CIO State and Local bodies, effective immediately. AFSCME will pay, on behalf of Employees Association, the per capita tax required by the State AFL-CIO for full privileges of membership in that organization.

ARTICLE IV – Status of Employees Association Constitution and By-Laws

Section 1. AFSCME hereby approves the constitution and by-laws of Employees Association presently in existence, as the initial governing documents of Employees Association as an AFSCME affiliate, as modified by the terms of this Agreement.

Section 2. Employees Association shall have the right to amend its constitution and by-laws, provided that any future amendments shall be subject to, and not in conflict with, the AFSCME Constitution; and provided, further, that any future amendments shall not take effect until reviewed and approved by the AFSCME President in accordance with the review procedures set forth in Article IX of the AFSCME Constitution.

ARTICLE V – Preservation of the Property, Assets and Autonomy of the Employees Association

Section 1. All of the present assets of Employees Association are acknowledged to be the property of Employees Association and shall remain its property in perpetuity. AFSCME agrees that the name "Employees Association" shall remain the property of Employees Association.

Section 2. The funds and property of Employees Association shall remain under the direction and control of the properly constituted officers of Employees Association in accordance with its constitution and by-laws, subject to the fiduciary requirements of the AFSCME Constitution and the *AFSCME Financial Standards Code*, which are incorporated herein by reference.

Section 3. As an AFSCME affiliate, Employees Association shall retain its separate identity and shall have full autonomy in the conduct of its affairs, subject to the provisions of this agreement. Employees Association autonomy shall include, but it is not limited to, the right to select its officers and representatives, the right to make its own decisions regarding negotiations with employers and the right to ratify or reject collective bargaining agreements by vote of its members.

Section 4. Any and all debts of Employees Association whether incurred before or after its affiliation with AFSCME, shall be the sole responsibility of Employees Association.

ARTICLE VI – DUES AND PER CAPITA TAX PAYMENTS TO AFSCME

Section 1. As an AFSCME local union, Employees Association agrees to be bound by all provisions of the AFSCME Constitution concerning dues and per capita tax payments, including the obligation to pay monthly per capita taxes to AFSCME and AFSCME Council 57, on behalf of all members of Employees Association, as well as persons making payments to the Employees Association in lieu of dues under an agency shop or similar provision.

Section 2. As soon as practicable following the execution of this agreement, Employees Association agrees to notify employers that all dues and other remittances due Employees Association should be transmitted directly to AFSCME Council 57. Consistent with the applicable provisions of the AFSCME Constitution and *AFSCME Financial Standards Code*, AFSCME Council 57 will make all constitutionally-required dues and per capita tax payments for Employees Association and then transmit the balance to Employees Association on a monthly basis.

Section 4. In recognition of the fact that Employees Association dues are now below the minimum dues for an AFSCME local union, AFSCME agrees that Employees Association shall be permitted a grace period to bring its dues rate into compliance with the AFSCME Constitution, consistent with the following schedule.

Time Period:	Dues Rate:
1 st day of affiliation	0.3%
June 1, 2018	0.5%
June 1, 2019	0.7%
June 1, 2020 through the 4-year anniversary date of affiliation.	0.8%
After 4-year anniversary date	0.9% (full rate)

The "full rate" assumed by the Employees Association at the four (4) year anniversary date of affiliation shall be that of the new dues rate.

ARTICLE VII – AFSCME Assistance to Employees Association

Section 1. As an affiliate of AFSCME, Employees Association is entitled to all the resources and services which AFSCME normally provides to AFSCME local unions. These include, but are not limited to, assistance in negotiating and administering collective bargaining agreements, supporting organizing campaigns, providing political action, public relations, and research assistance, assistance in accounting services, supporting legislative and administrative advocacy, and such other additional services and resources as are customarily provided to AFSCME local unions and chapters.

Section 2. At the request of Employees Association, AFSCME will assist in the development and implementation of an internal organizing program designed to increase membership participation in Employees Association and to strengthen the local.

Section 3. At the request of Employees Association, AFSCME will provide educational programs for officers, stewards, and members of Employees Association.

ARTICLE VIII – Settlement of Disputes

Section 1. Disputes concerning interpretation and enforcement of the terms and conditions of this Agreement shall be settled in the first instance by good faith discussion between the parties. Disputes unresolved by such discussions, upon the request of either party, shall be referred to final and binding arbitration under the rules of the American Arbitration Association, with costs borne equally by the parties.

Section 2. District of Columbia law shall be used to resolve legal disputes, as needed.

ARTICLE IX – Term of Agreement and Amendments

Section 1. The parties have agreed that the intent of this Agreement is full affiliation, the affiliation shall be permanent subject to section 3 below and shall be effective immediately upon approval as defined in Article X below.

Section 2. This agreement may be modified by mutual agreement of the parties. Any such modifications must be in writing to be effective.

Section 3. Opt-Out Right. Employees Association retains the right to opt out of permanent continued affiliation with AFSCME and to terminate this Agreement effective April 15, 2021, subject to all of the following conditions:

- (a) The Employees Association Board of Directors must notify AFSCME of its intent to invoke this section and opt out of this Agreement on or before September 1, 2020;
- (b) Immediately upon such notice, AFSCME representatives (3 total) shall be allowed access to any and all Union meetings held by Employees Association, its subordinate bodies and affiliated entities;
- (c) Following and subsequent to notice by Employees Association to AFSCME of its intent to opt out of this Agreement, the Employees Association Board of Directors must then resolve to invoke this Section and call for a vote of the membership;
- (d) A majority vote of the membership against the continued partnership and affiliation shall be required to exercise the opt-out right granted by this Section;
- (e) AFSCME shall be provided with the list of eligible voters no less than ninety (90) days prior to an election pursuant to this Section;

(f) The ballot shall read, "Do you wish to continue with the partnership and affiliation of Employees Association and AFSCME?"

(g) In the event that a majority of the membership votes against the continued affiliation of Employees Association with AFSCME, this Agreement terminates on April 15, 2021;

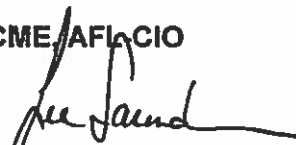
(h) Any election pursuant to this Section shall be conducted by live secret ballot and supervised by the American Arbitration Association. All election and supervision costs shall be equally shared by the Parties. Noncompliance with any of the above conditions shall constitute a waiver of the opt-out right described in this Section and result in the invalidation of any election results.

ARTICLE X - Effective Date


This agreement shall become effective upon the date it is approved by the parties in accordance with their respective approval procedures.

AGREED TO THIS 19 day of October, 2017 by the authorized representatives of AFSCME and the Employees Association.

AFSCME/AFL CIO

By: 

Lee Saunders
AFSCME President

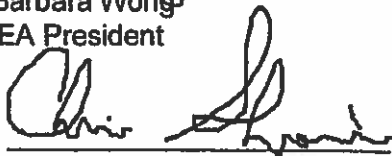
By: 

Elissa McBride
AFSCME Secretary-Treasurer

Employees Association

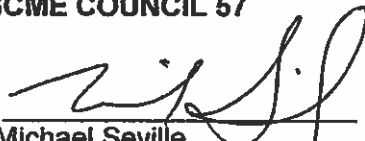
By: 

Barbara Wong
EA President

By: 

Chris Shreve
EA Board Member

AFSCME COUNCIL 57

By: 

Michael Seville
Council 57 Director

By: Ruben Rodriguez
Ruben Rodriguez
Council 57 President

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is an integral part of the Affiliation Agreement entered between Employees Association and AFSCME.

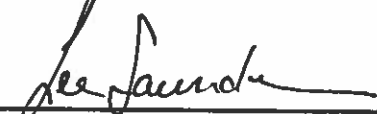
Pursuant to Article IV of the Affiliation Agreement, the Association's current constitution and bylaws will become the initial governing documents of the Association as an AFSCME affiliate. However, certain provisions of the Association's constitution and bylaws conflict with the provisions of the AFSCME International Constitution.

Accordingly, AFSCME and the Association agree that the Association's constitution and bylaws will be amended and duly adopted by the Association within 12 months of the effective date of the Affiliation Agreement, in order to be consistent with the AFSCME Constitution. AFSCME will assist the Association in preparing the amendments.

Alternatively, within 12 months of the effective date of the Affiliation Agreement, if the Association chooses to be chartered with the Employee Association of Professionals of Tahoe Forest Hospital as a combined local, AFSCME will assist the Association in the process and in the preparation of the local constitution which will be in accordance with the AFSCME Constitution.

Agreed to by the following duly authorized representatives:

For AFSCME:

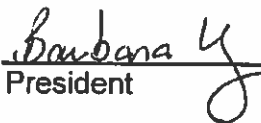


LEE SAUNDERS
President

11/28/17

Date

For Employees Association:



President BARBARA WONG

11/22/17

Date