

**AFFILIATION AGREEMENT**

**Public Employees Union, Local #1**

**- and -**

**AMERICAN FEDERATION OF STATE, COUNTY**

**AND MUNICIPAL EMPLOYEES, AFL-CIO**

**(AFSCME)**

**As Recommended by the Public Employees Union, Local #1  
Executive Committee on August 3, 2016**

**AFFILIATION AGREEMENT**

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## AFFILIATION AGREEMENT

### PREAMBLE

This Agreement is entered into between the **Public Employees Union, Local #1**, an unaffiliated labor organization, 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, **Public Employees Union, Local #1** 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, **Public Employees Union, Local #1** has determined that it is in the best interests of its members to affiliate with **AFSCME**, which represents more than 1.6 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 **Public Employees Union, Local #1** will strengthen and enhance its ability to improve wages, hours and conditions of employment of **AFSCME** members throughout the United States.

NOW, THEREFORE, **Public Employees Union, Local #1** 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.**

### **Section 1:** Affiliation and Local Union Charter

Upon approval of this Agreement, **Public Employees Union, Local #1** shall be affiliated with **AFSCME** and **AFSCME** shall charter **Public Employees Union, Local #1** as an **AFSCME** local union. **AFSCME** recognizes and accepts Public Employees Union, Local #1's status as a California not for profit corporation.

### **Section 2:** Rights and Benefits

As an **AFSCME** local union, **Public Employees Union, Local #1** shall be affiliated with **AFSCME** and have all the rights, benefits, privileges, and obligations of an **AFSCME** local union under the **AFSCME** International Constitution, except as expressly modified by this Agreement.

### **Section 3:** Jurisdiction

As an **AFSCME** local union, **Public Employees Union, Local #1** shall have jurisdiction over all bargaining units and other groups of workers represented by **Public Employees Union, Local #1** 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 **Public Employees Union, Local #1**. Additional bargaining units and other groups of workers may be added to **Public Employees Union, Local #1's** jurisdiction.

## **ARTICLE II – Full Membership Rights in AFSCME**

### **Section 1:** Membership

Every regular member of **Public Employees Union, Local #1**, as defined by the **Public Employees Union, Local #1** 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 **Public Employees Union, Local #1** shall be eligible for membership.

### **Section 2:** Bill of Rights Protection

**Public Employees Union, Local #1's** 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: AFSCME ADVANTAGE

**Public Employees Union, Local #1's** members, as members of **AFSCME** and staff, shall be eligible to participate fully in the **AFSCME** ADVANTAGE Program which provides credit cards, life insurance, home insurance, travel discount and legal service benefits – all at substantial savings to **AFSCME** members and their families.

Section 4: AFSCME Works

**Public Employees Union, Local #1** and its members and staff will receive **AFSCME's** membership publication, *AFSCME Works*, and other services and publications which **AFSCME** normally makes available to its affiliates and their members.

Section 5: Resources and Support

**Public Employees Union, Local #1** and its members and staff will receive the support of **AFSCME** professional staff and resources to strengthen and reinforce local units in the areas of communications, organizing, bargaining, contract enforcement, and political mobilization

**ARTICLE III – As an AFSCME Local Union, Public Employees Union, Local #1 Shall Receive the Benefits and Protections of the AFL-CIO Constitution.**

Section 1: AFSCME to Make Per Capita Payments to the AFL-CIO

Immediately upon approval of this Agreement and for the duration thereof, **AFSCME** shall pay to the AFL-CIO the required per capita tax on each member of **Public Employees Union, Local #1**, thereby providing **Public Employees Union, Local #1** with the benefits and protections of the AFL-CIO Constitution, including the “no-raid” and “organizing campaign” protections of Article XX and XXI of the AFL-CIO Constitution.

Section 2: Defense

**AFSCME** will vigorously defend, and pay all costs of defending, the **Public Employees Union, Local #1** against raids by another AFL-CIO union or a Change To Win union.

Section 3: Membership in State and Local AFL-CIO Bodies

As an **AFSCME** local union, **Public Employees Union, Local #1** shall be eligible for membership in AFL-CIO State and Local bodies effective immediately. **AFSCME** will pay, on behalf of **Public Employees Union, Local #1**, the per capita tax required by the State AFL-CIO for full privileges of membership in that organization.

**ARTICLE IV – Status of Public Employees Union, Local #1 Constitution and By-Laws**

Section 1: Initial Governing Documents Approved

**AFSCME** approves the constitution and by-laws of **Public Employees Union, Local #1** presently in existence as the initial governing documents of **Public Employees Union, Local #1**, as an **AFSCME** affiliate, as modified by the terms of this Agreement.

Section 2: Future Amendments to Governing Documents

**Public Employees Union, Local #1** shall have the right to amend its constitution and by-laws, provided that any future amendment(s) shall be subject to, and not in conflict with the **AFSCME** Constitution and provided further that any future amendment(s) 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 Public Employees Union, Local #1**

Section 1: Acknowledgement of Assets and Recognition of Corporate Status

All of the present assets of **Public Employees Union, Local #1** are acknowledged to be the property of **Public Employees Union, Local #1** and shall remain its property in

perpetuity. **AFSCME** agrees that the name **Public Employees Union, Local #1** shall remain the property of **Public Employees Union, Local #1**.

Section 2: Control of Funds and Property

The funds and property of **Public Employees Union, Local #1** shall remain under the direction and control of the properly constituted officers of **Public Employees Union, Local #1** 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: Full Autonomy

As an **AFSCME** affiliate, **Public Employees Union, Local #1** shall retain its separate identity and shall have full autonomy in the conduct of its affairs, subject to the provisions of this agreement. **Public Employees Union, Local #1**'s 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: Debts

Except as provided for in this agreement or otherwise agreed to by the parties in writing, any and all debts of **Public Employees Union, Local #1** whether incurred before or after its affiliation with **AFSCME**, shall be the sole responsibility of **Public Employees Union, Local #1**.

**ARTICLE VI – Dues and Per Capita Tax Payments to AFSCME**

Section 1: General

As an **AFSCME** local union, **Public Employees Union, Local #1** 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** on behalf of all members of **Public Employees Union, Local #1** as well as persons

making payments to the **Public Employees Union, Local #1** in lieu of dues under an agency shop or similar provision.

Section 2: Per Capita Tax Rebate

**Public Employees Union, Local #1** is required to pay the full per capita tax per member (currently \$12.90) to **AFSCME** effective October 15, 2016 as required by the **AFSCME** Constitution. **AFSCME** agrees that Public Employees Union, Local #1 shall be rebated a portion of the required per capita tax consistent with the following schedule:

<u>Date of Per Capita Tax Payment</u>	<u>Dues Rebate</u>
October 15, 2016 – October 14, 2017	80% of per capita
October 15, 2017 – October 14, 2018	75% of per capita
October 15, 2018 – October 14, 2019	50% of per capita
October 15, 2019 - October 14, 2020	15% of per capita
October 15, 2020 and beyond	0%

Per capita rebates shall be remitted to Public Employees Union, Local #1 within thirty (30) days of AFSCME's receiving any required per capita tax payment from Public Employees Union, Local #1.

Section 3: Dues Schedule

Effective December 1, 2016, Public Employees Union, Local #1 dues shall increase to 1.25% of Salary;

Effective December 1, 2017, Public Employees Union, Local #1 dues shall increase to 1.4% of Salary;

Effective December 1, 2018, Public Employees Union, Local #1 dues shall increase to 1.55% of Salary;

Effective December 1, 2019, Public Employees Union, Local #1 dues shall increase to 1.65% of Salary;



Effective December 1, 2020, Public Employees Union, Local #1 dues shall increase to 1.80% of Salary and shall be capped thereat. This cap shall remain in place until or unless the Public Employees Union, Local #1 seeks to modify said cap.

Any such modification of the cap shall be consistent with the policies and by-laws of Public Employees Union, Local 1.

## **ARTICLE VII – AFSCME Assistance to Public Employees Union, Local #1**

### **Section 1:** Resources and Services

As an affiliate of **AFSCME, Public Employees Union, Local #1** 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 services and resources as are customarily provided to **AFSCME** local unions.

### **Section 2:** Internal Organizing Assistance

At the request of **Public Employees Union, Local #1 AFSCME** will assist in the development and implementation of an internal organizing program designed to increase membership participation in **Public Employees Union, Local #1** and to strengthen the Local.

### **Section 3:** Education and Training Resources

At the request of **Public Employees Union, Local #1, AFSCME** will provide educational programs for staff, officers, stewards, and members of **Public Employees Union, Local #1**.

### **Section 4:** Exclusive Jurisdiction, Limits

**Public Employees Union, Local #1, and AFSCME** agree that this partnership should encourage growth and organizing. Therefore, **Public Employees Union, Local #1,** shall have the right to identify and select two organizing targets for exclusive jurisdiction

at the commencement of this affiliation. Mutually agreed upon benchmarks shall be developed and used to measure progress. Jurisdiction will not be granted for longer than four years. Nothing in this section precludes **Public Employees Union, Local #1** from requesting jurisdiction and assistance with organizing additional targets through **AFSCME's** current procedure with all other affiliates.

## **ARTICLE VIII – Settlement of Disputes.**

### Section 1: Procedure

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 shared equally by the parties.

### Section 2: Choice of Law and Venue

This Agreement shall be construed and interpreted according to, and governed by, the laws of the State of California, excluding any law which may direct the application of another jurisdiction's law. If either party submits a dispute to arbitration, the exclusive venue for any hearing or any related proceeding is the County of Alameda.

## **ARTICLE IX – Term of Agreement and Amendments**

### Section 1: Permanent Agreement

- (a) This Agreement shall become permanent on October 15, 2020, subject to Section 2 of this Article.
- (b) Ratification of this Agreement by Public Employees Union, Local #1 shall be through a vote of its membership and decided by simple majority. The text of the ballot shall read, "Do you wish to move forward with the partnership and affiliation of Public Employees Union, Local #1 and AFSCME?"
- (c) The balloting and verification of results shall be completed no later than October 7, 2016.

Section 2: Opt-Out Right

Public Employees Union, Local #1 retains the right to opt out of permanent continued affiliation with AFSCME and to terminate this Agreement effective October 15, 2020, subject to all of the following conditions:

- (a) The Public Employees Union, Local #1 Board of Directors must notify AFSCME of its intent to invoke this section and opt out of this Agreement on April 1, 2020;
- (b) Immediately upon such notice, AFSME shall be allowed access to any and all Union meetings held by Public Employees Union, Local #1, its subordinate bodies and affiliated entities;
- (c) Following and subsequent to notice by Public Employees Union, Local #1 to AFSCME of its intent to opt out of this Agreement, the Public Employees Union, Local #1 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 Public Employees Union, Local #1 and AFSCME?"
- (g) In the event that a majority of the membership votes against the continued affiliation of Public Employees Union, Local #1 with AFSCME, this Agreement terminates on October 15, 2020;
- (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.

Section 3: Entire Agreement, Modification

This Agreement constitutes the entire agreement between the parties concerning the subject matter addressed herein. There are no warranties, representations, covenants, or agreements, express or implied, between the parties except those expressly set forth in this Agreement. This Agreement may be later modified by the mutual agreement of the parties; however, any such modification must be in writing. Any and all unwritten modifications to this Agreement are deemed void and unenforceable.

**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** \_\_\_\_ day of **[MONTH]** 20\_\_\_\_ by the authorized representatives of **AFSCME** and the **Public Employees Union, Local #1**

**AFSCME, AFL-CIO**

**Public Employees Union, Local #1**

By: \_\_\_\_\_  
Lee Saunders  
**AFSCME** President

By: \_\_\_\_\_  
Michael West  
PEU, Local #1 Chair

By: \_\_\_\_\_  
Laura Reyes  
**AFSCME** Secretary-Treasurer

By: \_\_\_\_\_  
Cedric Porter  
General Manager