

AFFILIATION AGREEMENT

This Agreement is entered into and effective this 1st day of August 2001 by and between the GENERAL EMPLOYEES OF MONTEREY, INC. a California Nonprofit Mutual Benefit Corporation, henceforth known as GEM LIUNA-UPEC Local 270 (hereinafter referred to as GEM Local 270), and United Public Employees of California Local 270, an affiliate of Laborers' International Union of North America, AFL-CIO, CLC (LIUNA) hereinafter referred to as LIUNA-UPEC Local 270.

This Agreement is entered into pursuant to an affirmative vote of seventy-seven and one half percent (77.5862%) of the voting members of GEM on July 26, 2001. The decision of the voting membership was based upon their response to the proposition "should GEM affiliate with LIUNA-UPEC Local 270?"

Pursuant to this Agreement GEM shall hereafter be known as GEM LIUNA-UPEC Local 270. It is the intent of the parties that all references to GEM shall be modified to be read GEM LIUNA-UPEC Local 270 in all continuing and future documents.

GEM Local 270 and LIUNA-UPEC Local 270 recognize that they share common objectives, goals and purposes, including the organization and representation of Employees; the improvements of their members wages, hours, job security and all other working conditions; the advancement of their members social, economic and education welfare; and the protection and enhancement of the rights of all employees. GEM Local 270 intends that this merger Agreement will strengthen its ability to pursue and achieve these mutual goals.

TERMS and CONDITIONS

- A. GEM, effective August 1, 2001, shall become, as an affiliate, a unit of LIUNA-UPEC Local 270.
- B. GEM Local 270 shall continue to be subject to its own by-laws except when they are in conflict with the Constitution of LIUNA, LIUNA District Council or LIUNA-UPEC Local 270 in which instances the Constitutions of the LIUNA organizations shall prevail. Any amendments to the above referenced Constitutions of the LIUNA organizations shall be observed as required by this document.
- C. GEM Local 270 and LIUNA-UPEC Local 270 shall not be liable for the debts, liabilities and other legal obligations incurred by the other's autonomous conduct except as provided for in this Agreement.
- D. GEM Local 270 shall retain all of its property, assets, and money, including, but not limited to, real and personal property.
- E. It is further agreed that the assets, property, and money, including, but not limited to, real and personal property of LIUNA-UPEC Local 270 shall not become an asset of GEM Local 270.
- F. GEM's officers and members shall become and remain members of LIUNA-UPEC Local 270 and shall be entitled to all rights, privileges and benefits that are conferred by the LIUNA Constitution. The period of good standing as a LIUNA-UPEC Local 270 member shall commence with the effective date of this Agreement for persons who are GEM

members or become GEM members. Members of GEM Local 270 shall be entitled to all rights, benefits and privileges of membership in the AFL-CIO Union Privilege Program. GEM Local 270 shall participate in the AFL-CIO and LIUNA-UPEC affiliate bodies in accordance with the Constitution of LIUNA, Local 270.

- G. LIUNA-UPEC Local 270 shall, commencing with the effective date of this Agreement, provide all of the representation services for GEM Local 270 and its members, including, but not limited to, the investigation and processing of member's disputes and claims of violations of the Memorandum of Understanding between GEM and the City of Monterey; lobbying; political activity; meetings; hearings; arbitrations; negotiations; unfair labor charges; and litigation. The parties agreed that the aforementioned services shall be provided at no cost to GEM Local 270 or its membership beyond the payment of uniform dues and initiation fees for certain classes of members if and when an initiation fee is established by vote of the GEM Local 270 membership. Notwithstanding the above, GEM Local 270 retains the right to provide all of the above representation services independent of LIUNA-UPEC Local 270. However, should GEM Local 270 exercise this option, GEM Local 270 shall be solely responsible for the cost of providing such independent services.
- H. It is further agreed that LIUNA-UPEC Local 270 shall provide to GEM Local 270 and its members the services of a Business Representative/Advocate experienced in representation of Public Sector Employees in California.
- I. It is further agreed that said Business Representative shall make the decision as to the level of representation that a given complaint or grievance be afforded, providing that in the event of a disagreement between the GEM Local 270 Executive Board and the Business Representative/Advocate the majority decision of the Executive Board shall prevail.
- J. It is further agreed that this Agreement shall remain in force unless it is terminated by the following process:
 - 1. A petition signed by not less than 30 percent of the eligible voting GEM membership shall be submitted to the GEM Executive Board and Local 270., calling for a vote to determine whether the agreement should be terminated.
 - 2. The petition must be presented between the 90th and 120th day prior to June 30, 2003, or the termination of a successor Memorandum of Understanding between the City of Monterey and GEM Local 270.
 - 3. Following the submission of the petition, a secret ballot election shall be jointly conducted by GEM Local 270 and LIUNA-UPEC Local 270 prior to the commencement of contract negotiations between the City of Monterey and GEM Local 270.
 - 4. Disaffiliation from LIUNA-UPEC Local 270 shall require approval of 50% plus one of those eligible GEM members who vote in this disaffiliation ballot. The disaffiliation will be effective as of the last day of the month in which the vote occurred.
 - 5. It is further agreed that the foregoing provisions contained in section "J" are the only conditions available for disaffiliation action to occur.

6. Notwithstanding Section 5 above, this agreement is contingent upon the ratification and implementation of the companion agreement between GEM and LIUNA/UPEC Local 270, hereafter known as the "Health Plan Contract" (see attached). If either one or the other agreement is not satisfied, both agreements are null and void. These agreements must be signed by September 25, 2001 in order for either of these agreements to be valid.

K. The parties agree that it is essential that the Business Representative/Advocate of LIUNA-UPEC Local 270 consult with and seek advice from the Officers and Executive Board Members of GEM Local 270 on all GEM Local 270 matters, including, but not limited to

1. All matters that have significant impact on the collective membership of GEM Local 270, including contract negotiations, goals, and terms of agreements; and
2. The impact of political activity on behalf of the membership of GEM Local 270.

AGREED UPON AND EXECUTED THIS _____ DAY OF SEPTEMBER 2001 BY:

FOR GENERAL EMPLOYEES OF MONTEREY FOR LIUNA-UPEC LOCAL 270

Steve Morton 9/25/01 James Homer 9/27/01
STEVE MORTON, Chairperson Date JAMES HOMER, Business Manager Date

Phyllis Kimber 9/25/01 Al Bennett 9/25/01
PHYLLIS KIMBER, Vice-Chairperson Date AL BENNETT, Advocate-Organizer Date

John Wilkes 10/2/01
JOHN WILKES, Treasurer Date

Lisa Hoffrogge 9/25/01
LISA HOFFROGGE, Recorder Date

Paul Rodriguez 10/2/01
PAUL RODRIGUEZ, Sgt-At-Arms Date

PAUL RODRIGUEZ, Sgt-At-Arms Date

Amendment to the Affiliation Agreement

This Amendment to the Affiliation Agreement is hereby entered into by and between GEM LIUNA-UPEC Local 270, LIUNA-UPEC Local 270, and LIUNA-UPEC Local 792. By this Amendment, the parties agree that, effective _____, 2008, LIUNA-UPEC Local 792 will assume all of the rights and obligations of LIUNA-UPEC Local 270 that are set forth in the Affiliation Agreement. The parties further agree that all provisions of the Affiliation Agreement (except Paragraph J 6, which is no longer applicable) shall remain in full force and effect, except that LIUNA-UPEC Local 792 shall be substituted for LIUNA-UPEC Local 270.

Agreed upon and executed by:

GEM – LIUNA-UPEC Local 270

T. Todd Bennett 4/15/08
Todd Bennett, Chair Date

Phyllis Kimber 4/15/08
Phyllis Kimber, Vice Chair Date

Dana Strickland 4/15/08
Dana Strickland, Recorder Date

Tricia Andrada 4/15/08
Tricia Andrada, Treasurer Date

Jerod Balthrop 4-15-08
Jerod Balthrop, Sgt-At-Arms Date

LIUNA-UPEC Local 270

Carlos B. Lujan
Carlos B. Lujan, Business Manager Date

Tim McCormick 5/8/08
Tim McCormick, President Date

LIUNA-UPEC Local 792

Christopher Darker 4-25-08
Christopher Darker, Business Manager Date

Richard S. Burruss 4-15-08
Richard S. Burruss, Labor Representative Date