

**AFFILIATION AND MERGER AGREEMENT
BETWEEN
STATE EMPLOYEE TRADES COUNCIL
and
TEAMSTERS LOCAL 2010**

This Affiliation and Merger Agreement is entered into between the State Employee Trades Council United ("SETC-United") and the Teamsters Local 2010.

Preamble

Teamsters Local 2010 represents members employed in higher education, including in the skilled trades. SETC represents skilled trades employees at the California State University and the University of California. Both organizations recognize that the strength of the labor movement is found in cooperation and unity. We also believe that it is in the best interests of our respective memberships to enter into this Affiliation and Merger Agreement in order to improve our collective bargaining strength and organize new industry workers.

Now, therefore, Local 2010 and SETC-United agree as follows:

1. Approval Process

This Affiliation and Merger Agreement is subject to approval by SETC-UNITED as required by the current SETC-UNITED Constitution and by TEAMSTERS LOCAL 2010 as required by the TEAMSTERS LOCAL 2010 Bylaws and IBT Constitution. The affiliation and merger will be effective upon such approval by both unions ("effective date").

2. Local Union Status

On the effective date of the affiliation, SETC-UNITED will merge with TEAMSTERS LOCAL 2010. At such time, all members of SETC-UNITED shall be recognized as full Teamster members, and shall enjoy all the benefits, privileges and obligations of membership in Teamsters Local 2010.

3. SETC/Teamster Skilled Trades Division

The current SETC-UNITED Executive Board shall be constituted as SETC/Teamster Skilled Trades Division of Local 2010. The Division shall meet at least four times per year, at times and places to be determined by the Skilled Trades Director, who shall preside at such meetings. In accordance with the Local 2010 Bylaws, the Local 2010 Executive Board shall assign to the SETC/Teamster Skilled Trades Division oversight of the representation of skilled trades members. Additional seats shall be added to the Division for representatives of skilled trades members at UCLA, UCSD, and any other groups of skilled trades workers that may subsequently join with Local 2010. The Local 2010 Secretary-Treasurer shall have an ex-officio seat on the Division.

The Skilled Trades Director shall chair the SETC/Teamster Skilled Trades Division, and shall be responsible for oversight of the representation of skilled trades members. The Division shall debate and deliberate regarding any and all aspects of the work and functioning of the Local Union as they may relate to skilled trades members, and shall make recommendations to the Local 2010 Executive Board regarding all such matters.

The Skilled Trades Director shall convene skilled craft membership meetings at least four times per year, at times and places to be determined by the Skilled Trades Director.

The Local 2010 Executive Board shall add two Skilled Trades Advisory Seats. One of the seats shall be filled by the Skilled Trades Director. The two Skilled Trades Advisory Seats shall be filled by one member from UC and one from CSU.

The Executive Board shall initially appoint the SETC-United Business Manager at the effective date of this Agreement as the Skilled Trades Director. The Skilled Trades Director and SETC/Teamsters Skilled Trades Division shall be subject to election by the skilled trades members concurrent with each subsequent election of the Local Union Executive Board.

The Teamsters Local 2010 Bylaws shall be amended to incorporate the Skilled Trades Division, the Skilled Trades Director and the Skilled Trades Advisory Executive Board Seats in accord with the terms set forth in this Agreement. Such amendments to the Teamsters Local 2010 Bylaws shall be completed within one year from the date that the SETC members ratify the affiliation with Teamsters Local 2010. These amendments to the Teamsters Local 2010 Bylaws are considered a condition-precedent to the final merger of the organizations. If the Teamsters Local 2010 Bylaws are not so amended within that time, the SETC-United members have the right to disaffiliate pursuant to the same voting procedures upon which the affiliation was based.

4. Rights of Membership

- a. On the effective date of the affiliation, all SETC-UNITED members will become and be considered members of the TEAMSTERS LOCAL 2010 and will be entitled to all rights and privileges of membership and all benefits of TEAMSTERS LOCAL 2010 membership to the same extent as any existing TEAMSTERS LOCAL 2010 members and in accord with all existing TEAMSTERS LOCAL 2010 policies and procedures.
- b. A number of benefits are available to TEAMSTERS LOCAL 2010 members on favorable terms, including Teamster-paid Life With Dues insurance policy; Teamster Scholarship programs; a union sponsored, no annual fee credit card; home owner's insurance, on-line banking, competitive-rate mortgages and personal and home equity loans; a discount drug program for both active members and retirees; retiree medical insurance; term life insurance; accident insurance; car insurance; supplemental life insurance; and discounts on car rentals, computer equipment, and vacation packages.

5. Teamster Resources

- a. On and after the effective date of affiliation with TEAMSTERS LOCAL 2010, SETC-UNITED members will be entitled to all resources and services available from the Local Union, the affiliated Joint Councils, and the International Union, in the same manner and to the same extent as all other TEAMSTERS LOCAL 2010 members.
- b. Teamsters Local 2010 resources currently include professional Union Representatives, Negotiators, Trainers and Organizers; a Local Union Legal Department and a private Union Law Firm on retainer; a Communications Department; a Research Analyst; several Union Offices; dedicated organizing and grievance database systems; and a full Administrative and Financial Staff.
- c. Joint Council 42 and 7 resources include two full-time Political Directors who assist with building political power on issues of importance to members; the California Teamsters Political Affairs Council (CTPAC), which provides Lobbying and Legislative support to Local Unions; and Organizing and Training resources.
- d. IBT Resources include but are not limited to, those provided by the Office of the General Secretary-Treasurer, the Organizing, Strategic Research and Campaigns, Economics and Contracts, Training and Development, Capital Strategies, Safety & Health, Government Affairs, Communications and Legal Departments.
 - i. The Office of the General Secretary-Treasurer provides dues and membership accounting services through the Teamsters TITAN System and provides software to handle all other Local Union accounts payable and receivable through the TEAMSTERS computerized bookkeeping system. The office provides training, maintenance and updates with respect to these systems.
 - ii. The IBT Public Services Division assigns experienced representatives and training to assist with contract negotiations and grievances.
 - iii. The IBT Organizing Department consults with the Local Union on potential organizing targets and provides assistance and organizing staff in pursuing organizing designed to increase membership.
 - iv. The Strategic Research and Campaigns and Capital Strategies Departments assist the Local Union with developing strategic campaigns to bring pressure against employers in support of collective bargaining and other Local Union efforts.
 - v. The Training and Development Department designs and provides training for Local Union officers, shop stewards and members concerning local union operations, contract negotiations, grievance handling, organizing, and other matters that might be relevant to the Union's members and leaders.
 - vi. The Economics and Contracts Department provides expert support for collective bargaining negotiations, grievances and other matters.

For example, this Department can provide cost data on contract proposals and economic information on the financial condition of employers involved in bargaining.

- vii. The Safety and Health Department will be available to provide assistance with safety and health issues, including issues involving repetitive motion problems and hazardous materials.
- viii. The Department of Federal Legislation & Regulations conducts lobbying and other government initiative at the federal level. The Department of Field & Political Action conducts lobbying and other governmental initiatives at the state and local levels and operates the Teamsters Political Action Committee (D.R.I.V.E.), one of the largest labor union PAC's in the United States, which collects and contributes more than \$12 million during each two-year election cycle. These Departments will be available to assist the SETC-UNITED with any matter that involved federal, state or local government or politics.
- ix. The Communications Department provides Local Union members with all Teamsters member publications and Teamsters leadership publications. Communications also assists with press and publicity in the event of a strike or other economic action against an employer and assists the Local Union with its own publications to its members. The Communications Department will also be available to assist with Internet web sites and other electronic communications matters.
- x. The Legal Department provides advice concerning internal Union matters, grievances and other legal matters.

6. Affiliation with Change to Win Federation and Protection under TEAMSTERS No-Raid Agreements

As part of TEAMSTERS LOCAL 2010, SETC-UNITED members will become affiliated with the Change to Win federation and will be protected by and subject to the benefits, entitlements and rules of the jurisdictional resolution provisions contained in the Change to Win Constitution. In addition, TEAMSTERS LOCAL 2010 is an affiliate of the IBT for purposes of any No-Raid Agreement that the IBT has or will enter into with another International Union. The TEAMSTERS LOCAL 2010 Legal Department, in coordination with the IBT Legal Department, will handle any proceeding arising out this coverage as well as any proceeding arising out of disputes falling within the coverage of a no-raid agreement entered into between the TEAMSTERS LOCAL 2010 and any International union that is not affiliated with the Change to Win federation.

7. Governance

- a. The merged labor organization shall be governed by the Teamsters Local 2010 Bylaws, as it may be amended, in accord with this Agreement.
- b. In any direct conflict between a provision of this Agreement and the TEAMSTERS LOCAL 2010 Bylaws or IBT Constitution, the TEAMSTERS LOCAL 2010 Bylaws

or IBT Constitution shall prevail. The IBT Constitution shall prevail over the Teamsters Local 2010 Bylaws, in the event of any conflict.

8. Dues/Per Capita Payments/Initiation Fees

- a. Following affiliation, current members of SETC-United, and all other current and future members of the bargaining units currently represented by SETC-UNITED, shall continue to pay dues or fair share fees at the current SETC-United rate of 1.2%.
- b. Effective concurrently with the first contractual wage increase following the effective date of this affiliation applying to each bargaining unit currently represented by SETC-United, dues or fair share fees for the unit gaining a wage increase shall adjust to the Teamster rate of 1.44%.
- c. Notwithstanding any other provision in this Agreement, no later than four years after the effective date of this affiliation, TEAMSTERS LOCAL 2010 or SETC-UNITED shall pay regular per capita to the IBT on all of the members SETC-UNITED and SETC-UNITED shall maintain its status as an affiliate of TEAMSTERS LOCAL 2010 continuously thereafter.

9. Disclosure of Information

The TEAMSTERS LOCAL 2010 and SETC-UNITED agree to provide full disclosure to each other on all matters relevant to the affiliation. Such matters include, but are not limited to, audits, financial statements and information concerning assets and liabilities.

10. Dispute Resolution

Any disputes arising during the initial two years of the affiliation which concern the terms of this Agreement or its application shall be initially submitted to the Skilled Trades Director and the Principal Officer of the TEAMSTERS LOCAL 2010 or their designated representatives for resolution. If the dispute cannot be resolved, the dispute will be promptly submitted to a mutually agreeable neutral third party. The decision of the agreed upon third party shall be final and binding.

11. Assets and Liabilities

Upon the effective date of this Agreement, Local 2010 shall assume the assets and liabilities of SETC-United, with the following provisos: Following the effective date of this Agreement, but before the final merger set forth in Section 3 above, Teamsters Local 2010 shall maintain in separate accounts the assets and liabilities attributable to the bargaining unit members currently represented by SETC-United. Following the final merger, one half of SETC-United's net cash assets shall be placed in a separate Skilled Trades Fund to be dedicated solely for the benefit of skilled trades members, including

but not limited to strike benefits, representation, training, scholarship, events, and organizing expenses on behalf of skilled trades members.

12. Correction of Inadvertent Errors

The parties have the right to correct any typographical, grammatical or punctuation errors in this Agreement, provided that any such change does not change the meaning of the provision involved.

13. Savings Clause

The fact that any provision of this Agreement is held illegal or unenforceable by a court or other tribunal of competent jurisdiction shall not affect the validity or enforceability of any other severable portions of this Agreement. In the event of such a finding of invalidity, the parties agree to meet to negotiate a provision that will reflect the intent and purpose of the invalid provision.

By: _____
Teamsters Local 2010

Dated: _____

By: _____
SETC-United

Dated: _____