

# Affiliation Agreement

## Preamble

The Los Angeles City Attorneys Association (LACAA) and SEIU Local 347 have concluded that it is in their mutual interests to create an affiliation between their organizations. Both organizations must confront political and economic challenges at the local, state and national levels. The organizations must also continue to provide effective representation to their members in an increasingly complex environment. The affiliation will enable the organizations to successfully meet both the current and any future challenges confronted by our members.

## 1. Obligations of the Parties

- 1.1 ***SEIU Local 347 Services:*** SEIU Local 347 will provide to the Los Angeles City Attorneys Association (LACAA) the usual and customary services for public sector bargaining unit members. These services include representation on matters within the scope of representation under the MMBA and ERO, grievance handling under the existing MOU, collective bargaining assistance, political outreach, lobbying and membership list maintenance. The parties agree that the performance of any particular service shall be under the direction and/or request of the LACAA. LACAA retains the discretion to retain outside representation other than SEIU Local 347 for any matter.
- 1.2 ***LACAA Dues Payments:*** LACAA will transmit to SEIU Local 347 the amount equal to 75% of the total dues and fees received by LACAA through payroll deduction for the first three years of the agreement. Beginning in the fourth year of the agreement, and continuing thereafter, LACAA will transmit 80% of the total fees and dues. The payment of this amount shall satisfy the obligations of LACAA members with respect to maintaining good standing as a SEIU Local 347 member.

## 2. Effect of Agreement on Parties' Autonomy

- 2.1 ***LACAA Autonomy:*** This agreement is intended to enable LACAA to retain its status as an autonomous entity. The LACAA by-laws, governance structure and status as the exclusive representative for the Deputy City Attorneys' representation unit shall continue in full effect.
- 2.2 ***LACAA Assets and Liabilities:*** LACAA will retain its ownership or other rights over any existing assets and retains the discretion to dispose of such assets or to acquire any new assets. SEIU Local 347 will not assume responsibility for any LACAA liabilities or other debts, whether in existence at the time of this

agreement or accruing to LACAA in the future, unless expressly adopted by the SEIU Local 347 Executive Board.

**2.3** *SEIU Local 347 Autonomy:* This agreement is intended to enable SEIU Local 347 to retain its status as an autonomous entity. The SEIU Local 347 constitution, governance structure and status as the exclusive representative where lawfully recognized shall continue in full effect.

**2.4** *SEIU Local 347 Assets and Liabilities:* SEIU Local 347 will retain its ownership or other rights over any existing assets and retains the discretion to dispose of such assets or to acquire any new assets. LACAA will not assume responsibility for any SEIU Local 347 liabilities or other debts, whether in existence at the time of this agreement or accruing to SEIU Local 347 in the future, unless expressly adopted by the LACAA.

### **3. Membership Rights**

**3.1** *LACAA Members as SEIU Local 347 Members:* LACAA members will become full members of SEIU Local 347 through this agreement and shall be entitled to all rights, services and other privileges of membership.

**3.2** *LACAA Membership Status:* LACAA members will retain all membership rights and privileges as set forth in the LACAA by-laws.

**3.3** *LACAA Dues Structure:* The parties recognize that each organization has established a distinct dues structure. The parties agree that this agreement shall not alter the current LACAA dues structure. The parties further agree that any future change in the LACAA dues structure must be approved in accordance with the LACAA by-laws.

### **4. LACAA Representation on SEIU Local 347 Executive Board**

**4.1** *LACAA Seat:* The parties agree that SEIU Local 347 will allot one seat on its Executive Board to a LACAA officer to be designated by the LACAA Board. In the event that a LACAA officer is elected to the SEIU Local 347 Executive Board by the SEIU Local 347 membership in any future election, this representation provision will be satisfied.

### **5. Dispute Resolution Procedure**

**5.1** *Dispute Resolution:* The parties will make every effort to resolve any dispute through consultation and other informal means. If a dispute remains unresolved, the matter shall be submitted to **BINDING ARBITRATION** at the request of

either party. If the parties cannot agree on a third party neutral to arbitrate the dispute, the parties agree to submit the matter to the American Arbitration Association under its prevailing rules and procedure. The costs of any arbitration proceeding will be shared by the parties except for any costs of representation.

## 6. Termination of Agreement

6.1 **Termination:** This agreement may be terminated by either party upon 90 days notice. The right of either party to terminate the agreement may be exercised at any time between 6 months and 36 months from the effective date of the agreement.

## 7. Severability and Modification

7.1 **Severability:** In the event that any provision of this agreement is held to be invalid under any court, such invalid provisions shall be severed from the remainder and all other provisions shall remain in effect.

7.2 **Modification:** This agreement may be modified but any such modification must be evidenced by a writing and approved in accordance with each organization's respective constitution.

## 8. Effective Date

8.1 **Effective Date:** This agreement will become effective upon the date it is approved by the LACAA membership and the SEIU Local 347 Executive Board. If these events do not occur on the same date, the effective date shall be whichever date occurs latest.

## 9. Execution

The undersigned represent that this agreement has been adopted by the respective organizations in accordance with their governing documents and that they are duly authorized to execute this agreement.

  
LACAA

Dated: 7/17/03

  
SEIU Local 347

Dated: 07-01-03

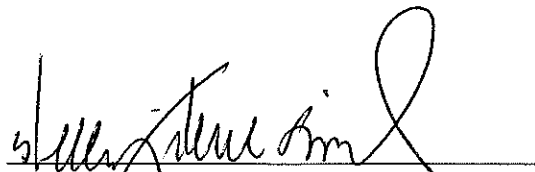
## Modification of Affiliation Agreement

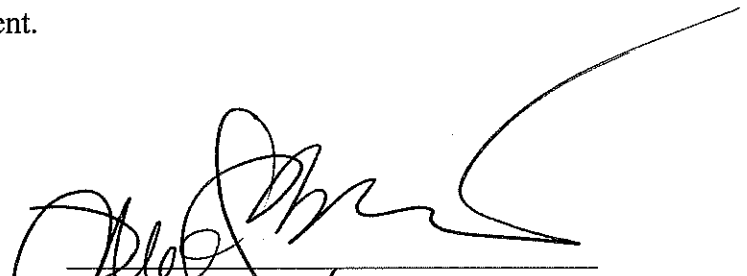
The Los Angeles City Attorneys' Association (LACAA) and SEIU Local 347 entered into an Affiliation Agreement on July 1, 2003. Under Section 7.2, the parties may modify the Affiliation Agreement provided such modification is evidenced by a writing approved in accordance with each respective party's constitution or by-laws. The parties have agreed to modify the termination provision of the Affiliation Agreement.

Therefore, Section 6.1 of the Affiliation Agreement shall be modified as follows:

- 6.1 Termination:** This agreement may be terminated by either party upon 90 days notice. The right of either party to terminate the agreement may be exercised at time between 6 months and 60 months from the effective date of the agreement.

The undersigned represent that this Modification of the Affiliation Agreement has been adopted by the respective organizations in accordance with their governing documents and that they are duly authorized to execute this document.

  
\_\_\_\_\_  
LACAA  
Dated: 5/26/06

  
\_\_\_\_\_  
SEIU Local 347  
Dated: 06/01/06

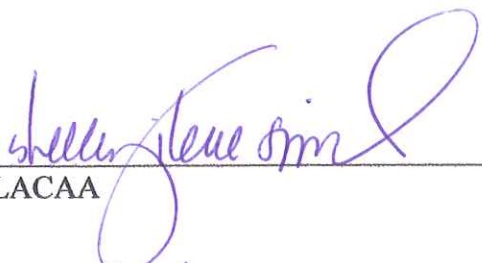
## Modification of Affiliation Agreement

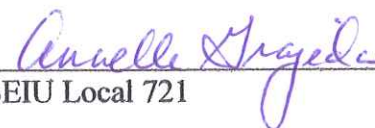
The Los Angeles City Attorneys' Association (LACAA) and SEIU Local 347 entered into an Affiliation Agreement on July 1, 2003. Pursuant to the Constitution of the Service Employees International Union, the jurisdiction and business operations of SEIU Local 347 are being transferred to the newly chartered SEIU Local 721. Under Section 7.2 of the Affiliation Agreement, the parties may modify the Affiliation Agreement provided such modification is evidenced by a writing and approved in accordance with each respective party's constitution or by-laws.

Therefore, in order to further the mutual interests of the parties, the Affiliation Agreement shall be modified as follows:

SEIU Local 721 shall be substituted as the party for SEIU Local 347 and shall assume that party's rights and responsibilities under the Affiliation Agreement.

The undersigned represent that this Modification of the Affiliation Agreement has been adopted by the respective organizations in accordance with their governing documents and that they are duly authorized to execute this document.

  
\_\_\_\_\_  
LACAA  
Dated: 6/14/07

  
\_\_\_\_\_  
SEIU Local 721  
Dated: 6-16-07