

Memorandum of Understanding
Organizing and Affiliation Agreement

**Association of Washington Assistant Attorneys General (AWAAG),
And**

**Washington Federation of State Employees, AFSCME, Council 28
(WFSE/AFSCME) And**

**American Federation of State, County and Municipal Employees
(AFSCME)**

PREAMBLE

This Memorandum of Understanding is entered in to by the Association of Washington Assistant Attorneys General (AWAAG), the Washington Federation of State Employees, AFSCME Council 28 (WFSE), and the American Federation of State, County and Municipal Employees (AFSCME) for the purpose of memorializing their agreement to work together to: (1) Obtain collective bargaining rights for AWAAG members; (2) establish AWAAG/WFSE as the collective bargaining representative for the new unit; and (3) establish AWAAG as a state-wide Local Union of the WFSE.

The Association of Washington Assistant Attorneys General is an independent association that was formed in 2013 with a goal of advocating for salaries, benefits, and workplace policies that foster job satisfaction and the highest standards of professional competence among AAGs.

The Washington Federation of State Employees is the largest labor union in the Washington State Labor Council. WFSE represents more than 44,000 workers in Washington State. WFSE is affiliated with the

American Federation of State, County, and Municipal Employees, a union that represents over a million working men and women nationwide, including Assistant Attorneys General in a number of other States, and which has the facilities, personnel and experience to aid its affiliates in negotiations, organizing, legislative and political activities, public relations, research and education.

In entering into this Agreement, AWAAG, WFSE and AFSCME recognize that they share common objectives and purposes, including the organization and representation of employees of the State of Washington. AWAAG has determined that as an AFSCME affiliate, its campaign to become the collective bargaining representative of state-employed Assistant Attorneys General will be strengthened and AFSCME has determined that its position and stature as the nation's leading public employee union will be enhanced by the addition of AWAAG as a local union of WFSE/AFSCME.

ARTICLE 1 – WFSE/AFSCME ASSISTANCE TO AWAAG

WFSE and AFSCME agree to assist AWAAG in a joint campaign to: (a) obtain collective bargaining rights for AWAAG members, (b) establish AWAAG/WFSE as the collective bargaining representative for the new unit, and (c) charter AWAAG as a statewide Local Union of WFSE.

1. Legislative Assistance to AWAAG. WFSE agrees to provide legislative support, as needed, to assist AWAAG in securing passage of legislation establishing collective bargaining rights for AWAAG members. Such assistance will be coordinated with WFSE's Director of Legislative and Political Affairs, who is headquartered in Olympia.
2. Administrative Assistance to AWAAG. WFSE agrees to provide administrative agency support, as needed, to have the Public Employees Relations Commission establish a separate AWAAG bargaining unit by implementing the enabling state legislation. The

Director of Administration, the PERC Coordinator and the Database Administrator are examples of staff who would provide services to AWAAG.

3. Legal Assistance to AWAAG. WFSE agrees to provide legal representation, as needed, for AWAAG in proceedings before the Public Employees Relations Commission in connection with establishing a separate AWAAG unit and in any representation proceedings that may be needed to secure recognition for AWAAG as the collective bargaining representative of the Assistant Attorneys General unit. Legal services will be provided by WFSE's attorneys.
4. Organizing Assistance to AWAAG. WFSE agrees to provide organizing assistance, as needed, to AWAAG by providing organizers and material resources to aid AWAAG in their campaign to gain collective bargaining rights, obtain certification, and grow and maintain their membership. This assistance will be provided by WFSE's Organizing Department and any other ancillary WFSE Departments needed to move the campaign.
5. Collective Bargaining Assistance to AWAAG. WFSE agrees to provide, as needed, assistance to AWAAG in negotiating a first contract for the Assistant Attorneys General unit and assistance in subsequent negotiations. Such assistance would include, but not limited to, conducting membership surveys to formulate bargaining demands, undertaking research on collective bargaining issues, professional compensation and classification analysis, and providing an experienced negotiator to assist AWAAG's negotiating team at the bargaining table. This assistance will be provided by WFSE and AFSCME's Department of Research and Collective Bargaining Services.

ARTICLE II – AWAAG AFFILIATION WITH AFSCME

Section 1. It is the intention of the parties that at such time as a separate bargaining unit for Assistant Attorneys General has been established (whether by statute, or by PERC's administrative action), AWAAG shall seek certification and/or recognition as the exclusive representative of the new unit as an affiliate of WFSE/AFSCME and shall thereupon be immediately chartered as an AFSCME local union, affiliated with WFSE.

Section 2. As an AFSCME affiliate, AWAAG shall be chartered as Local #__.

Section 3. AWAAG shall be an autonomous, statewide local union affiliated with WFSE/AFSCME, with all the rights, benefits, privileges and obligations which the WFSE and AFSCME Constitutions bestow on AFSCME local unions. The Appendix C Constitution for Local Unions contained in the AFSCME Constitution, will serve as the constitution for AWAAG until such time as AWAAG adopts a constitution of its own.

ARTICLE III – BENEFITS OF AFFILIATION WITH AFSCME

Section 1. As an AFSCME local union, AWAAG will benefit from AFSCME's membership in the AFL-CIO. AFSCME shall pay to the AFL-CIO the required per capita tax on each member of AWAAG. AFSCME will ensure that AWAAG and its members are accorded all the benefits of membership in the House of Labor.

Section 2. As an AFSCME local union, AWAAG shall be eligible for membership in the Washington State Labor Council. AFSCME will pay, on behalf of AWAAG, the full per capita tax required by the WSLC, AFL-CIO thereby entitling AWAAG to full privileges of membership in that organization.

ARTICLE IV – AWAAG MEMBERSHIP RIGHTS IN AFSCME

Section 1. Every active member of AWAAG shall have full membership rights in AFSCME and shall be fully protected by the guarantees set forth in the Bill of Rights for Union Members in the AFSCME Constitution.

Section 2. AWAAG active members, as members of WFSE and AFSCME, shall be eligible to participate fully in the AFSCME ADVANTAGE Program which provides a free college program, credit cards, life insurance, home insurance, travel discount and legal service benefits – all at substantial savings to AFSCME members and their families.

Section 3. AWAAG and its active members will receive services and publications which AFSCME normally makes available to its affiliates and their members.

ARTICLE V – PRESERVATION OF AWAAG’S PROPERTY AND AUTONOMY

Section 1. All of the present assets of AWAAG are acknowledged to be the property of AWAAG and shall remain its property in perpetuity.

Section 2. AWAAG agrees that, once chartered, it will conduct its financial affairs and transactions in accordance with the requirements of the AFSCME Financial Standards Code.

Section 3. AWAAG shall retain its separate identity consistent with the guarantees set forth in the WFSE and AFSCME Constitutions and shall have full autonomy in the conduct of its affairs, including the right to elect its own officers, and set its own policies, subject to the provisions of this Agreement and the AFSCME Constitution.

ARTICLE VI – AWAAG DUES AND PER CAPITA TAX PAYMENTS TO AFSCME

Section 1. AWAAG agrees that it will adopt a dues rate that is in compliance with the WFSE and AFSCME Constitutions.

Section 2. AWAAG's obligation to comply with the minimum dues provision and to pay per capita taxes shall not take effect until such time as AWAAG has achieved its first collective bargaining agreement or, in the alternative, has secured the right (either by employer agreement or applicable law) to collect membership dues through payroll deduction.

ARTICLE VII – SEVERANCE PROVISION

Any provision of this Agreement held illegal shall be severed from the rest of the Agreement, and all other provisions of the Agreement shall remain in full force and effect. The parties agree to meet promptly to negotiate a replacement provision for any provision held to be illegal.

Similarly, the parties understand that the joint goals memorialized in this agreement are not completely within the power of the parties. Our success depends upon legislative action, a majority approval of AAGs, and approval of the bargaining unit by PERC. The parties intend to take reasonable efforts to achieve these goals, but agree to hold each other harmless if any of the joint goals are not achieved. If any of the three main goals are not achieved, the parties shall promptly meet to renegotiate this agreement.

ARTICLE VIII – TERM OF AGREEMENT

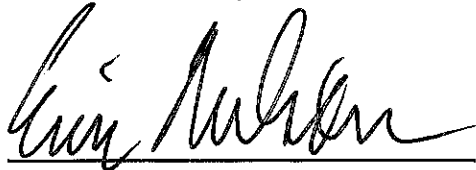
The Agreement shall be permanent, but may be modified by mutual agreement of the parties. Any amendments or modifications shall be in writing.

ARTICLE IX- EFFECTIVE DATE

This agreement shall become effective upon execution.

Signed this 23rd day of January, 2019 by the authorized representatives of AWAAG, the WFSE and the American Federation of State, County and Municipal Employees, AFL-CIO.

AWAAG



Eric Nelson, President



Mark Schumock, Vice Pres.



Josh Weir, Secretary

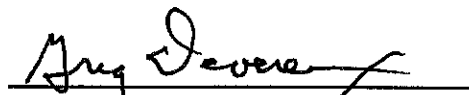
Gail Yu, Treasurer

AFSCME International


Lee Saunders, President

Elissa McBride, Secretary-Treasurer

WFSE



Greg Devereux, Exec Dir.



Sue Henricksen, President