

AFFILIATION AGREEMENT

CALIFORNIA ASSOCIATION OF PROFESSIONAL SCIENTISTS AND INTERNATIONAL UNION, UAW

Whereas the CALIFORNIA ASSOCIATION OF PROFESSIONAL SCIENTISTS, (hereinafter "CAPS"), desires to affiliate with the INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE, AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), (hereinafter "UAW"), because of the UAW's experience with representation of scientific professionals and public employees, and the reputation and resources that the UAW can provide to represent the members of CAPS, the parties hereby agree as follows:

1. Pursuant to the Bylaws, Policy and Practice Manual of CAPS, and upon an affirmative vote by its members, CAPS, its officers, agents and members, agree to affiliate with the UAW.
2. The UAW represents that (a) it has full and lawful jurisdiction to organize California public sector employees; (b) it has authority to enter into affiliation agreements with other labor organizations; and (c) the prospective affiliation of CAPS with the UAW has been approved in the manner required by Article 2, Section 6(c) of the UAW Constitution.
3. Following an affirmative vote of CAPS's members to affiliate with the UAW, the UAW will immediately charter CAPS as a local union. It will be called The California Association of Professional Scientists (CAPS), Local _____, UAW. Notice of this name change will immediately be communicated to the CAPS membership and any employers with whom CAPS has a relationship. The new name will be used in all subsequent correspondence.
4. CAPS, Local ____, UAW shall be chartered as an Amalgamated Local Union with three separate units: Unit 1 shall be the unit for Active CAPS members employed by the State of California in its Unit 10 (employees with a collective bargaining designation of R 10 or U 10). Unit 2 shall be the unit for Active Supervisory CAPS members (employees with a state civil service classification designated supervisory S 10). Unit 3 shall be the unit for CAPS members in a classification related to Unit 10 and designated as management (M 10), exempt (E 10) or otherwise excluded from coverage of the Ralph C. Dills Act, or who promotes into or is appointed to such classification. CAPS, Local _____, UAW, shall also set up a Retired Workers Chapter, consistent with Article 55, Section 1, of the UAW Constitution, for its retired members.
5. All assets and property of CAPS shall continue to be held as the property of CAPS, Local _____, UAW. CAPS shall retain dominion and control over

its current treasury. Expenditures from any funds will be consistent with the UAW Constitution and applicable law.

6. Existing collective bargaining agreements, bargaining units, officers and organizational structure will not be changed as a result of this affiliation. The parties intend that the identity, continuity, bargaining status and other rights and obligations of CAPS under any existing collective bargaining agreements and/or memoranda of understanding, and in connection with any collective bargaining relationships, shall not be affected by this Agreement, and the provisions thereof shall be interpreted consistent with that intention. UAW recognizes that CAPS is a nonprofit mutual benefit corporation organized under the Nonprofit Mutual Benefit Corporation Law and it is subject to applicable existing and future laws by reason of such status. Nothing in this Affiliation Agreement is intended to change or otherwise impact on such status.
7. All officers, directors, committee members, stewards, and local representatives shall continue to hold the same positions until the next regular CAPS election. Representatives responsible for grievance handling and collective bargaining negotiations will remain the same, except that a servicing representative of the International Union, UAW may participate alongside CAPS's existing representatives.
8. In future collective bargaining agreements, the exclusive bargaining agent will be designated as the International Union, UAW and its affiliated CAPS, Local _____, UAW.
9. CAPS, Local _____, UAW, will submit Local Union Bylaws to the UAW within one year of the effective date of this agreement, which will conform with the UAW Constitution. By January 1, 2026, CAPS, Local _____, UAW will be governed in all respects by the UAW Constitution.
10. The new local union and its officers, agents and members will have all the rights and obligations set forth in the UAW Constitution.
11. Upon affiliation, CAPS, Local _____, UAW and its members will be entitled to use of all UAW resources on the same basis otherwise available to a UAW local, including services of International representatives and the assistance and expertise of UAW departments, such as Legal, Research, Organizing, Social Security, Community Services, Time Study, Education, Auditing, Arbitration, Community Action Programs, Health and Safety, Public Relations, Civil Rights, Women's, Consumer Affairs, and Technical, Office and Professional. Subject to the approval of the Director of UAW Region 6 and/or other members of the UAW International Executive Board,

as appropriate, the UAW will also retain and pay for outside counsel to represent CAPS, Local ____, UAW, in legal proceedings or matters, as necessary.

12. Dues

- a. Minimum monthly union dues for active members under Article 16, Section 2(b) of the UAW Constitution are currently 2.5 hours of straight time pay or 1.44% of gross straight time monthly wages for members with the right to strike, and 1.9 hours of straight time pay or 1.095% of gross straight time monthly wages for members employed in the public sector and legally prohibited from striking. Pursuant to Article 16, Section 2(a) of the UAW Constitution, should the net worth of the UAW Strike and Defense Fund reach \$850 million, then the minimum monthly dues are adjusted downward to 2 hours of straight time pay or 1.15% of gross straight time monthly wages for members with the right to strike, and 1.4 hours of straight time pay or .805% of gross straight time monthly wages for members employed in the public sector and legally prohibited from striking.
- b. The dues structure for membership in CAPS, upon ratification of this Affiliation Agreement by its active members, will not immediately change, and will remain the same; however, by January 1, 2028, CAPS will fully conform its dues structure to the structure set forth in Article 16 of the UAW Constitution, including the minimum monthly dues rates set forth in Article 16, Section 2. Conformance with Article 16, Section 2 shall be phased in according to the following schedule, subject to the ability of the State Controller's Office to implement:
 1. Upon execution of this Agreement, monthly dues for CAPS, Local ____, UAW members shall remain at their current rate of \$59 per month.
 2. Beginning April 1, 2025, CAPS, Local ____, UAW active membership dues shall be 1.44% (or 1.15%, depending on the net worth of the Strike and Defense Fund on that date) of gross straight time monthly income for members with the right to strike, and 1.095% (or .805%, depending on the net worth of the Strike and Defense Fund on that date) for members without the right to strike, subject to a cap of \$79 per month.
 3. Beginning April 1, 2026, CAPS, Local _____, UAW active membership dues shall be 1.44% (or 1.15%, depending on the net worth of the Strike and Defense Fund on that date) of gross straight

time monthly income for members with the right to strike, and 1.095% (or .805%, depending on the net worth of the Strike and Defense Fund on that date) for members without the right to strike, subject to a cap of \$100 per month.

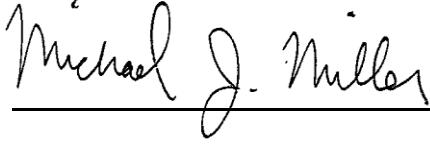
4. Beginning April 1, 2027, CAPS, Local _____, UAW active membership dues shall be 1.44% (or 1.15%, depending on the net worth of the Strike and Defense Fund on that date) of gross straight time monthly income for members with the right to strike, and 1.095% (or .805%, depending on the net worth of the Strike and Defense Fund on that date) for members without the right to strike, subject to a cap of \$150 per month.
 5. Beginning January 1, 2028, CAPS, Local _____, UAW active membership dues shall be 1.44% (or 1.15%, depending on the net worth of the Strike and Defense Fund on that date) of gross straight time monthly income for members with the right to strike, and 1.095% (or .805%, depending on the net worth of the Strike and Defense Fund on that date) for members without the right to strike.
- c. Upon execution of this Affiliation Agreement, CAPS shall immediately begin to distribute all dues income according to the provisions of Article 16, Sections 5 through 9 of the UAW Constitution. Pursuant to Article 16, Section 5, CAPS, Local ____, UAW shall retain 38% of dues income collected from members; 32% shall be allocated to the International Union's General Fund; and the International Union Strike and Defense Fund shall receive 30%. Upon execution of this Affiliation Agreement, the UAW will meet with CAPS to discuss the financial impact on CAPS of this distribution of dues income, and will explore with CAPS possible solutions or assistance that the UAW may provide to lessen that impact.
 - d. As long as the strike fund remains above \$500,000,000, distributions to the International Union Strike and Defense Fund will be rebated to the Local Union upon execution of this Affiliation Agreement, as provided in Article 16, Section 13 of the UAW Constitution (including for Paragraph 12.b.1. above, notwithstanding the dues amounts outlined in Article 16, Section 2 of the UAW Constitution).
 - e. CAPS shall charge its retired members voluntary dues consistent with the provisions of Article 55, Section 5 of the UAW Constitution.
13. There will be no initiation fee for current members of CAPS. Initiation fees for new members will be subject to Article 16, Section 1 of the UAW Constitution and Local Union Bylaws.

14. For purposes of eligibility to hold office in CAPS, Local _____, UAW, and the UAW, as well as eligibility to represent CAPS, Local _____, UAW, at conventions, to vote in elections, or otherwise enjoy the benefits of membership in CAPS, Local _____, UAW, and the UAW, periods of prior membership in CAPS shall be deemed to have been periods of membership in the UAW.
15. CAPS, Local _____, UAW will pay the required per capita to the UAW's State and Area Community Action Program ("CAP") Councils, and participate in CAP activities. The UAW will pay any national per capita tax to the AFL-CIO that is applicable to the new local.
16. The UAW will assist CAPS, Local _____, UAW, in any Article XX or XXI proceedings arising out of the AFL-CIO Constitution. In the event an employer with which CAPS has a collective bargaining relationship refuses to honor the affiliation, the UAW will assist in defending the affiliation.
17. Upon affiliation, CAPS, Local _____, UAW, will have access to the ongoing educational programs of the UAW. Members of the new local will also have access to UAW educational programs, including the scholarship programs, at the UAW Family Education Center in Onaway, Michigan.
18. Upon affiliation, CAPS, Local _____, UAW members with the legal right to strike shall be eligible for strike benefits from the UAW Strike and Defense Fund on the same terms as other UAW members.
19. Upon affiliation, the UAW's quarterly magazine, "Solidarity," will be available to all members. In addition, appropriate copies of other UAW publications will also be provided. To facilitate mailings of UAW publications, the new local will immediately provide the UAW with its membership list, including a list of the local union officers and representatives and, if different, a mailing list of all employees covered by its Memorandum of Understanding with the State (if available). The UAW will add these names to its master mailing list.
20. CAPS, Local _____, UAW, agrees that the UAW is not liable for any liabilities, claims or causes of action which might be attributable to CAPS or any of its officers, agents, or members, which arose prior to the effective date of this Agreement.
21. If any authorized tribunal holds that this Agreement or any provision thereof impairs any right of CAPS under any collective bargaining agreement, then this Agreement, or the provision thereof, shall be inoperative to the extent

necessary to avoid such impairment, and the parties shall negotiate substitute provision to eliminate or avoid the impairment while also effectuating the parties' intent.

22. Notwithstanding any provision to the contrary in the UAW Constitution either now existing or as hereinafter amended, or in the constitution or bylaws of any other labor organization or federation to which the UAW is affiliated, or which becomes a party by merger or otherwise, either party may terminate this Agreement and withdraw from affiliation on 120 days written notice to the other. In such case, the parties shall cooperate in good faith to restore the organizational status quo which existed prior to affiliation and to make an equitable adjustment and accounting of their affairs. Any dispute regarding this provision, except in regard to the absolute right to disaffiliate, which the parties do not resolve shall be submitted to and decided by an arbitrator to be mutually agreed upon, or if no agreement is reached, to an arbitrator selected pursuant to the labor arbitration rules and regulations of the American Arbitration Association. CAPS will give the UAW 30 days' notice of any disaffiliation vote. If the parties fail to resolve such problems and/or issues, the UAW will have the opportunity to address the CAPS membership prior to them voting on terminating their participation in this Agreement. The UAW agrees that it will not utilize the administratorship process set forth in Article 12, Section 3 of the UAW Constitution in an effort to frustrate CAPS's right to disaffiliate under this Paragraph; however, the International Executive Board reserves all rights to exercise the provisions Article 12, Section 3 in all other circumstances, as may be appropriate.
23. In the event of disaffiliation from the UAW, CAPS shall retain its treasury and other assets existing on the date notice of disaffiliation is given, or on the effective date of disaffiliation, whichever amount is greater, subject to payment of obligations of CAPS, Local ____, UAW and/or the UAW outstanding as of the date of notice or incurred in the ordinary course from the date of notice to the effective date of disaffiliation.
24. Any misunderstanding or dispute regarding any of the above or in respect to any matter not discussed or contained in this Affiliation Agreement shall be subject to the appeals process set forth in the UAW Constitution and to other applicable legal remedies.
25. This Agreement will be effective upon notice by CAPS to the UAW of ratification by CAPS's members, in accordance with Paragraph 1, above, and upon acceptance and approval by the International Executive Board of the International Union, UAW.

For the UAW:

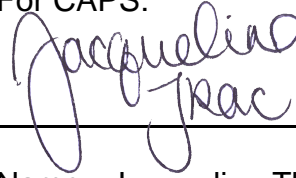


Name: Mike Miller

Title: Director

Dated: February 22, 2024

For CAPS:



Name: Jacqueline Tkac

Title: President

Dated: February 24, 2024