COLORADO PARTNERSHIP AGREEMENT

By and Between

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU),

AMERICAN FEDERATION OF TEACHERS (AFT)

- and -

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, AFL-CIO

(AFSCME)

For the Purpose of Undertaking

A JOINT VENTURE TO ORGANIZE COLORADO STATE EMPLOYEES

- and -

For the Purpose of Establishing

COLORADO WINS
(A state employee labor organization jointly affiliated with SEIU, AFT and AFSCME)

November 6, 2007
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PARTNERSHIP AGREEMENT

Colorado State Employees Joint Organizing Campaign

This PARTNERSHIP AGREEMENT, entered into this 6th day of November 2007, is by and between the Service Employees International Union ("SEIU"), affiliated with the Change to Win federation ("CTW"), as one party, and the American Federation of Teachers and American Federation of State, County and Municipal Employees ("AFT/AFSCME"), affiliated with the AFL-CIO, as the other party.

In this Agreement, we agree to jointly organize, to seek joint certification of, and to jointly represent state employees in Colorado. This joint venture will be carried out through a newly-established labor organization known as Colorado Workers for Innovations and New Solutions ("Colorado WINS"), which shall be affiliated with all three International Unions.

There are approximately 31,500 state employees covered by this Agreement. They work in executive branch agencies and in higher education. Historically, these workers have been grouped together into eight (8) broad occupational groups by the State Personnel Board. (Attachment A – State Employee Occupational Groups.) We are committed to bringing the benefits of union representation to these workers in a unified campaign that will improve state employee working conditions and raise the standard of living for state employees and their families.

SEIU, AFT and AFSCME all have strong support among state employees and, utilizing the state's existing labor relations structure, we have made some progress over the years in improving working conditions for state employees. However, we recognize that real and lasting improvements cannot be achieved unless the state's labor laws are reformed to give state employees a meaningful voice in determining their hours, wages and conditions of employment.

Bringing about this change will not be easy, but we believe that there is now an historic opportunity to achieve our long sought goal of providing state employees with the benefits of union representation. We recognize, however, that this opportunity could be lost if we continue to engage in organizational rivalry rather than organizational cooperation. We, therefore, pledge to work together to achieve our common goal of bringing effective union representation to Colorado state employees.

We are also committed to building a 21st century labor relations model that creates vehicles for problem-solving in the workplace and engages workers in a partnership with the state to foster the highest level of quality, reliability and accountability in public services. This approach is necessary in Colorado's political climate to build public support for state employees and the services they provide.
In this document, we set forth our plan for unified action on behalf of Colorado state employees. Acting through our authorized representatives whose signatures appear below, and in consideration of the mutual promises contained herein, and other valuable consideration, the adequacy of which is hereby acknowledged, we hereby agree to undertake a joint venture to organize and represent Colorado state employees on the terms and conditions set forth herein.

As a first step in achieving our common goal, we have joined together to form Colorado Workers for Innovations and New Solutions ("Colorado WINS"), SEIU/AFT/AFSCME.

1. **PARTIES**

   A. This Agreement is a product of discussions by and between three International Unions: the Service Employees International Union (SEIU); the American Federation of Teachers (AFT); and the American Federation of State, County and Municipal Employees (AFSCME).

   B. This Agreement is structured as a two party agreement. SEIU is one party. AFT and AFSCME, joined together herein as “AFT/AFSCME”, is the other party.¹

   C. The terms of this Agreement and obligations set forth herein are intended to be binding on the three International Unions and on all of their subordinate bodies and affiliates.

   D. Moreover, the parties have pledged to work within their respective labor federations to ensure that all CTW and AFL-CIO unions respect the provisions of this Agreement.

2. **SCOPE OF AGREEMENT**

   A. The parties agree to jointly organize, to seek joint certification for, and to jointly represent all state workers employed by the State of Colorado in accordance with the terms of this Agreement.

   B. The parties agree that they will not seek to organize or represent Colorado state employees in any manner that is inconsistent with the objectives of this Agreement.

¹ In exercising their rights and obligations as the "second party" under this Agreement, AFT and AFSCME shall act jointly on all matters, except where the context clearly indicates that the Agreement has conferred a right or obligation that is divisible and conferred separately upon each of the three International Unions.
C. The parties agree that the term "all state workers employed by the State of Colorado" shall include all state workers employed in positions in executive branch agencies and institutions of higher education whose positions historically have been grouped together into eight (8) broad occupational groups by the State Personnel Board. (Attachment A.)

D. This Agreement does not cover employees of the Judicial or Legislative branches, nor does it cover childcare or homecare workers classified as "independent providers" and who are, therefore, currently outside the scope of state employment, nor any managerial, confidential or other employees who are excluded from any state collective bargaining legislation, policy or order.

3. PRINCIPLES OF UNIFIED ACTION

A. Unified Legislative Action. The parties pledge to work together to draft a comprehensive state employee collective bargaining bill and to jointly urge that it be enacted by the State Legislature and approved by the Governor.

B. Unified Organizing Campaign. The parties pledge to work together in a coordinated organizing campaign to seek joint certification as the exclusive representative of all state employees covered by this Agreement.

C. Unified Collective Bargaining. The parties pledge to engage in coordinated bargaining for all units covered by this Agreement to the maximum extent permitted by law.

D. Unified Approach to Reliable, Accountable Services. The parties pledge to organize, bargain, and represent state employees based on a vision that places worker engagement to improve services as a central component of the union's mission.

E. Unified Representation of State Employees. The parties pledge to establish the Colorado WINS as a unified structure with unified leadership representing all state employees. Colorado WINS will have the sole authority to advocate for legislation affecting state employees, including but not limited to legislation affecting PERA, the State Personnel System, employee accountability and state employee protections.

F. Unified Support from International Unions. The parties pledge to provide the organizational and financial resources needed to enable Colorado WINS to become the exclusive collective bargaining representative of state employees.
G. **Unified Labor Movement.** The parties pledge to ensure that Colorado WINS is a full participant in a unified labor movement in Colorado. To that end, Colorado WINS shall be affiliated with the Colorado State AFL-CIO and local labor bodies, as appropriate.

4. **FORMATION OF COLORADO WINS – AFFILIATION WITH SEIU, AFT AND AFSCME**

   A. The parties agree and do hereby establish a new labor organization which shall be known as Colorado Workers for Innovations and New Solutions ("Colorado WINS"), SEIU/ AFT/AFSCME.

   B. Colorado WINS shall be a subordinate body of all three International Unions with all the rights, privileges and responsibilities conferred upon such bodies by their respective constitutions, except as may be otherwise provided in this Agreement.

   C. All three International Unions acknowledge that Colorado WINS is the lawful successor to their existing local unions with respect to representing Colorado state employees covered by this Agreement.

   D. Within the SEIU structure, Colorado WINS shall be chartered as a local union and, with SEIU's approval, Colorado WINS may be affiliated with one or more intermediate bodies within SEIU.

   E. Within the AFT structure, Colorado WINS shall be chartered as a local union and, with AFT's approval, Colorado WINS may be affiliated with one or more intermediate bodies within AFT.

   F. Within the AFSCME structure, Colorado WINS shall be chartered as a local union and, with AFSCME's approval, Colorado WINS may be affiliated with one or more intermediate bodies within AFSCME.

   G. Colorado WINS shall be obligated to remain in good standing at all times with all three International Unions.

5. **PERMANENT COORDINATING COMMITTEE**

   A. Immediately upon the effective date of this Agreement, the parties shall establish a four (4) member Permanent Coordinating Committee which shall be empowered to resolve all issues relating to the joint organizing and joint representation of Colorado state employees. The initial members of the committee are:
SEIU Members:  
Eliseo Medina  
Robert Lawson  

AFT/AFSCME Members:  
Phil Kugler (AFT)  
Paul Booth (AFSCME)  

B. Each year, one member of the Permanent Coordinating Committee shall be designated as the Committee Chair and the one member will be designated as Vice Chair. These positions will alternate between the parties each year.

C. Members of the Permanent Coordinating Committee, and the members of all other joint committees established pursuant to this Agreement, shall serve at the pleasure of the International Union that appointed them and each union shall have the authority to remove and replace its appointed members at any time.

6.  STATE EMPLOYEE COLLECTIVE BARGAINING LEGISLATION

A. As soon as practicable following the effective date of this Agreement, the parties shall reach final agreement on the specifics of comprehensive collective bargaining legislation for Colorado state employees which shall be endorsed and supported by the three unions.

B. Unless otherwise agreed to by the parties, the draft legislation shall provide for a state employee bargaining unit structure that conforms to the unit structure now used by the State Personnel Board, with the stipulation that the parties shall seek to divide the existing Enforcement and Protective Services Unit into two units: (1) a unit consisting of Troopers; and (2) a unit consisting of all other employees in the Enforcement and Protective Services Unit. (Attachment A)

7.  UNIFIED CERTIFICATION PETITION(S)

A. Immediately following the enactment of state employee collective bargaining legislation, or as soon thereafter as practicable, the parties shall file joint petitions seeking certification for state employee bargaining units established in that legislation.²

² For the purposes of this Agreement, references to "state employee collective bargaining legislation" or a "collective bargaining bill" are used in their broadest sense and are intended to cover any action taken by the State of Colorado that extends collective bargaining rights to state employees, whether such action takes the form of new legislation, an Executive Order, a court ruling, an Attorney General's opinion or the ruling of an administrative agency, such as the State Personnel Board.
B. All such petitions shall be filed in the name of:

Colorado Workers for Innovations and New Solutions ("Colorado WINS"), a joint partnership of SEIU, AFT and AFSCME (or such other name as the parties may subsequently agree to use for this joint venture)

8. **UNIFIED ORGANIZING CAMPAIGN**

   A. As soon as practicable following the effective date of this Agreement, the parties shall undertake a unified organizing campaign which shall be carried out under the direction of the Permanent Coordinating Committee.

   B. The Permanent Coordinating Committee shall appoint a Campaign Director, adopt a budget for the organizing campaign as provided in Section 11 of this agreement, and provide periodic progress reports to the International Presidents on the status of the campaign.

   C. The parties shall establish an advisory committee composed of local union leaders and activists. The Campaign Director will meet periodically with the committee to get its input and advice on the progress of the organizing campaign.

   D. There will be a single chain of command for staff working on the Colorado state employee organizing campaign. Organizing staff working on the Colorado state employee campaign, whether they are employed by Colorado WINS or by the SEIU, AFSCME, the AFT or one of those Union's affiliates will be directed by the Campaign Director selected by the Permanent Coordinating Committee.

   E. Each International Union shall designate a primary representative for the purpose of establishing and maintaining effective communication and coordination with the Campaign Director during the unified organizing campaign.

   F. A decision or action of the Campaign Director may be reversed by a majority vote (three votes) of the Permanent Coordinating Committee.

9. **UNIFIED COLLECTIVE BARGAINING NEGOTIATIONS WITH THE STATE OF COLORADO**

   A. The Permanent Coordinating Committee shall appoint a Chief Negotiator who shall serve as the union's chief spokesperson in negotiations with the State of Colorado for a first contract for state employees represented by
Colorado WINS. The Chief Negotiator shall be directed by the Campaign Director, subject to the oversight of the Permanent Coordinating Committee.

B. Unified collective bargaining for state employees shall be conducted by a Joint Collective Bargaining Committee comprised of representatives from each bargaining unit represented by Colorado WINS. The total number of representatives shall be determined by the Permanent Coordinating Committee and shall, to the extent practicable, be proportional to the size of the units represented by Colorado WINS.

C. To the extent feasible, negotiations shall be conducted with a goal of achieving:

1. A master agreement covering matters of uniform interest across the board to all state employee units represented by Colorado WINS; and

2. Supplemental agreements covering matters of particular interest to state employees working in specific bargaining units (e.g., supplemental agreements would be negotiated for the Law Enforcement Unit and other bargaining units solely by representatives from such units.)

3. A partnership which stresses worker engagement to improve public services as well as employee working conditions.

D. Master collective bargaining agreements shall be subject to coalition-wide ratification and shall require an overall majority approval from voting members of all affected bargaining units and the approval of a majority of the bargaining units. Supplemental agreements shall be submitted for ratification only to the affected workforce.

E. Any costs incurred in coalition collective bargaining negotiations shall be shared jointly by the parties according to guidelines developed by the Permanent Coordinating Committee.

10. **UNIFIED CONTRACT ENFORCEMENT**

A. All matters pertaining to the representation of workers in bargaining units covered by this Agreement shall be handled pursuant to the oversight of the Permanent Coordinating Committee.

B. Colorado WINS shall be responsible for administering and enforcing the master collective bargaining agreement and supplemental agreements under guidelines developed by the Permanent Coordinating Committee.
11. **UNIFIED CAMPAIGN BUDGET, FINANCIAL SUPPORT FOR COLORADO WINS, AND DESCRIPTION OF IMPLEMENTATION PHASES**

   A. The Permanent Coordinating Committee shall be responsible for adopting a unified budget covering both the organizing campaign (Phase I) and first contract campaign (Phase II), in accordance with the guidelines set forth herein, within 30 days of the effective date of this agreement. SEIU will be responsible for providing 50% of the funding and AFT/AFSCME will be responsible for providing 50% of the funding. This Agreement is contingent on the negotiation of such a budget which is acceptable to SEIU, AFT and AFSCME. The time frame for the Phase I portion of the budget is November 2007 through August 2008. The time frame for the Phase II portion of the budget is September 2008 through August 2009. The budget shall be attached to and incorporated into this Agreement as Attachment E.

   1. **Organizing Phase (Phase I):** This phase will last from the execution of this Agreement through the ratification of the first contract. During this period, employees who are local union members at the time of the execution of this Agreement will continue to pay dues to their local unions. Those locals will enter into a servicing agreement with Colorado WINS (attached as Attachment F) giving Colorado WINS responsibility to conduct all representational, legislative, community, political, and organizing activities on behalf of Colorado state employees. Colorado WINS will, in turn, delegate representational duties to the existing local unions, subject to oversight from Colorado WINS. New members will join Colorado WINS but will not pay dues until the ratification of the first contract.

   2. **First Contract Phase (Phase II):** This phase will last from the ratification of the first contract until the ratification of the permanent Colorado WINS constitution. At the commencement of this phase, the existing state employee memberships of SEIU, AFT and AFSCME in Colorado shall be transferred to Colorado WINS, and Colorado WINS shall have exclusive jurisdiction to represent state employees in Colorado in accordance with the terms of this Agreement. All Colorado WINS members will begin to pay dues during this phase.

   3. **Constitutional Phase (Phase III):** This final phase will commence with the ratification of the permanent Colorado WINS constitution. Colorado WINS will adopt a permanent constitution and bylaws and call for the election of officers. During this phase Colorado WINS will be funded by member dues, per capita tax rebates as set forth in Section 14 below, and additional contributions which the parties agree to make to Colorado WINS for the purpose of enabling the
union to achieve its goals of advancing the interests of Colorado state workers. The parties shall make such additional contributions based on the same proportions applicable to the funding of the budget for Phase I and Phase II.

B. **Voluntary Political Action Contributions:** All monies contributed and/or collected from Colorado WINS members for political action committees shall be divided as follows: 50% shall to go SEIU COPE and 50% shall go to the AFT/AFSCME political funds.

12. **MEMBERSHIP RIGHTS IN SEIU, AFT AND AFSCME**

A. All members of Colorado WINS shall be members of SEIU, AFT and AFSCME.

B. **SEIU-AFT/AFSCME Review Board.** (For resolving disputes involving membership rights in Colorado WINS.)

1. Internal union elections, internal union charges and other matters involving membership rights in Colorado WINS shall be handled through the procedures established in the Colorado WINS constitution; provided, however, that a joint SEIU-AFT/AFSCME Review Board shall be established to provide an appropriate appellate forum for Colorado WINS members on such matters. The decision of the Review Board on such matters shall be final and not subject to any further appeal within either International Union. The Review Board shall have four (4) members, two appointed by the SEIU International President and one each by the International Presidents of AFT and AFSCME, and a chair who shall be selected by mutual agreement or, if agreement cannot be reached, by the Chairperson of the Permanent Arbitration Panel established in Section 17.

2. Any such appeal shall be filed in writing with the International President of SEIU, AFT or AFSCME within fifteen (15) days after the decision. No specific form or formality shall be required, except that such appeal shall clearly set forth the decision being appealed and the grounds for the appeal. During the pendency of any appeal, the decision appealed from shall remain in full force unless stayed by joint approval of the International Presidents or the Review Board. The Review Board may decide the appeal on the record made by the trial body or may in its discretion, upon at least 10 days notice, hear argument or hold a rehearing either itself or before a hearing officer or officers designated by it. The Review Board may affirm, reverse or modify the decision that is the subject of the appeal. The Review Board shall be authorized to bring
litigation or take other appropriate measures, when necessary, to enforce its decisions.

C. Issues involving membership rights in SEIU, AFT or AFSCME, such as the election of delegates to their International Conventions, eligibility to seek and hold office in one of the International Unions, shall be handled through the procedures established by each of the International Unions for such matters.

D. As members of SEIU, AFT and AFSCME, members of Colorado WINS shall be entitled to full participation in the affairs of the parent unions, including the right to serve on committees, advisory boards and other bodies in the same manner and to the same extent as any other member of SEIU, AFT and/or AFSCME.

13. **COLORADO WINS VOTING RIGHTS AT INTERNATIONAL CONVENTIONS**

A. Colorado WINS shall be entitled to representation at the International Conventions of SEIU, AFT and AFSCME in accordance with the representation formulas set forth in their respective constitutions.

B. At each International Convention, the number of voting delegates representing Colorado WINS shall be determined by each International Union, consistent with that Union’s constitution.

14. **COLORADO WINS DUES AND PER CAPITA TAX PAYMENTS TO THE INTERNATIONAL UNIONS**

A. Colorado WINS shall establish and maintain a unified dues structure that is sufficient to meet the minimum dues requirements applicable to a subordinate body of SEIU, AFT and AFSCME. State employees who are members of SEIU, AFT or AFSCME at the time this Agreement is executed shall pay the dues rates established by their currently-applicable union constitutions until the commencement of the First Contract Phase (Phase II).

B. SEIU, AFT and AFSCME shall agree upon a uniform and equitable per capita tax which Colorado WINS shall pay to each International Union on the entire membership of Colorado WINS (Attachment B).

C. Colorado WINS shall establish a dues trust fund and shall make arrangements to have employer-withheld membership dues and agency fees (if applicable) deposited directly into the trust account. To the extent possible, the account shall be administered in such a manner that the constitutionally-required per capita taxes owed to the International Unions are disbursed directly from the trust fund to those organizations.
D. Each International Union shall have an independent right to maintain an arbitration proceeding to enforce the payment of per capita taxes by Colorado WINS.

E. For a period of one year after the constitutional convention, each International Union shall rebate to Colorado WINS one hundred percent (100%) of the per capita taxes paid by Colorado WINS to that International Union, subject to review based on the budgetary needs of Colorado WINS as determined by the Permanent Coordinating Committee at the time of the constitutional convention. The projected time frame for this one year arrangement is August 2009 (the anticipated first month following the constitutional convention) through July 2010. Prior to the end of the time frame for this arrangement, the parties will meet to determine the appropriate amount of rebates to Colorado WINS by each International Union for succeeding time periods.

15. COLORADO WINS CONSTITUTIONAL CONVENTION

A. No later than July 1, 2009, a two-member Colorado WINS Constitutional Oversight Committee (“COC”) shall be formed and shall consist of one representative appointed by the SEIU International President and one representative appointed by the AFT/AFSCME International Presidents.

B. A Colorado WINS constitutional convention shall be held by July 1, 2009. The Permanent Coordinating Committee may schedule the convention for a later date if it determines that such a schedule would be necessary or desirable.

C. The constitutional convention shall be co-chaired by the COC members.

D. The COC shall appoint such committees as may be needed for the proper conduct of the constitutional convention.

E. The delegates to the constitutional convention shall adopt a permanent constitution, elect permanent officers and conduct such other business as may be set forth in the notice issued by the COC.

F. The permanent constitution of Colorado WINS shall comply with the mandates of the SEIU, AFT and AFSCME International Union Constitutions and Bylaws. Consistent with the requirements of the SEIU, AFT and AFSCME constitutions, the permanent constitution of Colorado WINS shall not take effect until it has been approved in writing by the International Union Presidents. The same requirement shall apply to any subsequently adopted amendments to Colorado WINS's constitution.
16. **TRUSTEESHIP OVER COLORADO WINS**

A. SEIU and AFT/AFSCME agree that the imposition of a trusteeship over Colorado WINS require the concurrence of the International Presidents. It is further agreed that a trusteeship may be imposed only for purpose of correcting corruption or financial malpractice, assuring the performance of collective bargaining agreements or other duties of a bargaining representative, restoring democratic procedures or as otherwise may be deemed necessary to carry out the legitimate objectives of this Agreement or the constitutions of SEIU, AFT, AFSCME or Colorado WINS.

B. A joint SEIU-AFT/AFSCME trusteeship review board shall be established consisting of two members appointed by the SEIU International President, one member appointed by the AFT International President, one member appointed by the AFSCME International President and a fifth member who shall be selected by mutual agreement or, if agreement cannot be reached, by the Chairperson of the Permanent Arbitration Panel established in Section 17 of this Agreement. The review board shall conduct its operations in accordance with applicable law governing the imposition of trusteeships.

C. In the event the International Presidents cannot agree upon imposition of a trusteeship or any matter related thereto, any of the three International Presidents shall be empowered to demand an immediate arbitration over such dispute, before an arbitrator on the permanent panel of arbitrators set forth in Section 17. The decision of the arbitrator shall be final and binding.

17. **DISPUTE RESOLUTION – PERMANENT ARBITRATION PANEL**

A. In the first instance, the parties shall engage in good faith discussions to resolve disputes of any nature involving the interpretation or application of this Agreement. These discussions shall be conducted by the Permanent Coordinating Committee or such other representatives as may be designated for this purpose by the International Presidents.

B. If a dispute cannot be resolved through good faith discussions, any of the three International Presidents may refer the matter to the Permanent Arbitration Panel established herein for a final and binding resolution. The costs of any such proceeding shall be born equally by the parties.

C. **Permanent Arbitration Panel.** For the purpose of resolving disputes arising under this Agreement, the parties shall use the Permanent Arbitration Panel established in Section 3 of the **AFSCME/SEIU Joint Commitment Agreement** dated September 15, 2005, as amended. *(Attachments C-1 and C-2.)* That dispute procedure is incorporated in its entirety into this Agreement and shall be deemed to continue in existence.
even if the Joint Commitment Agreement expires or is otherwise replaced or modified.

D. **No Third Party Rights.** This Agreement shall not confer rights upon any party, except the Service Employees International Union, the American Federation of Teachers International Union and the American Federation of State County and Municipal Employees International Union. No other party shall have any right to seek the enforcement of this Agreement or to seek relief for an alleged breach thereof.

18. **DURATION PERIOD AND MODIFICATIONS**

A. This agreement shall expire on December 31, 2012. It automatically shall be renewed thereafter for successive five (5) year periods, unless one party provides the other with written notice of intent to modify or terminate the Agreement within a window period 90-60 days prior to a scheduled expiration date. In the event such notice is given, the parties shall meet promptly to negotiate a new agreement or a plan for the orderly dissolution of Colorado WINS.

B. During the first quarter of 2010, the parties shall undertake a comprehensive review of the progress made in achieving the goals set forth in this Agreement, with the intention of determining whether it may be necessary to modify or amend any provisions to achieve those goals.

C. No modification to this Agreement shall be made without the written consent of the International Presidents of SEIU, AFT and AFSCME International Unions.

D. In the event of dissolution, the Permanent Arbitration Panel established in Section 17 shall be deemed to have survived the dissolution for the purpose of resolving any disputes that may between the parties relating to the manner and mechanics of the dissolution or matter related thereto.

E. Notwithstanding subsections A through D, above, in the event that no state employee collective bargaining legislation is in effect by July 1, 2009, any party may provide written notice of intent to modify or terminate the Agreement. In the event such notice is given, the parties shall meet promptly to negotiate a new agreement or a plan for the orderly dissolution of Colorado WINS. In addition, this agreement shall be null and void if a budget is not adopted pursuant to, and within the time period set forth in, Section 11 above.
19. **EFFECTIVE DATE**

   A. This Agreement shall have an effective date of November 6, 2007.

   B. Within five (5) days thereafter, the Permanent Coordinating Committee shall convene and begin implementing this Agreement.

**AGREED TO THIS 6th day of November 2007 by SEIU and AFT/AFSCME.**

**SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)**

By: [Signature]
Andrew L. Stern
SEIU International President

**AMERICAN FEDERATION OF TEACHERS AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFT/AFSCME)**

By: [Signature]
Edward J. McElroy
AFT International President

By: [Signature]
Gerald W. McEntee,
AFSCME International President
LIST OF ATTACHMENTS

Attachment A -- State Employee Occupational Groups

Attachment B -- Uniform Per Capita Tax (Side Letter)

Attachment C-1 -- Dispute Resolution and Remedies (Joint Commitment Agreement)

Attachment C-2 -- Dispute Resolution and Remedies (Joint Commitment Extension)

Attachment D -- Appointment of Campaign Director and Chief Negotiator (Side Letter)

Attachment E-- Colorado WINS 2008-09 Budget (Not Yet Drafted)

Attachment F -- Colorado WINS Servicing Agreement
ATTACHMENT A

State Employee Occupational Groups
(December 2006)

<table>
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<th>Employee Group (Unit)</th>
<th>Unit Size</th>
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<tr>
<td>1. Enforcement &amp; Protective Services</td>
<td>5900</td>
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<td>Unit 1 (Trooper Subgroup)</td>
<td>(500)</td>
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<td>2. Financial Services</td>
<td>1850</td>
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<td>3. Health Care Services</td>
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<td>Unit 3A (Medical Subgroup --Doctors)</td>
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<td>4. Labor, Trades &amp; Crafts</td>
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<td>7. Physical Sciences &amp; Engineering</td>
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<td><strong>TOTAL</strong></td>
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**Source:** Colorado State Personnel Board (2006)

**Notes:**
1. The parties to the Colorado Partnership Agreement – SEIU and AFT/AFSCME – are in agreement that the existing Enforcement and Protective Services Unit should be divided into separate units for "Troopers" and "all other employees in the Enforcement and Protective Services Unit".

2. The parties have further agreed that Colorado WINS will not seek to organize the Sworn Police Officers unit if the organization that currently represents the Colorado State Troopers seeks to become the exclusive representative of this unit.
ATTACHMENT B

Side Letter
(Uniform Per Capita Tax Amounts)

This will confirm that for the purposes of Section 14 B and Sections 4 D-F of the Colorado Partnership Agreement, SEIU, AFT and AFSCME have agreed to establish uniform per capita tax rates that will satisfy the per capita tax obligations that Colorado WINS has to the International Unions and their intermediate bodies.

A. Uniform Per Capita Tax Payment to the International Unions

Commencing with the first month following the constitutional convention, Colorado WINS shall pay a uniform per capita tax that is equal to the highest per capita rate of the three International Unions. This amount shall be paid each month to each International Union on the entire membership of Colorado WINS.

1. The International Unions shall then calculate the midpoint of their three per capita tax rates. This rate shall be known as the "mid-point rate" which shall be the net amount paid by Colorado WINS.

2. Each International Union shall then rebate to Colorado WINS all amounts received above by the International Union above the mid-point rate.

3. After rebating the amount that it received above the mid-point rate, each International Union shall then make an additional rebate to Colorado WINS as follows:

- SEIU will rebate 50% of the remaining amount to Colorado WINS.
- AFT will rebate 75% of the remaining amount to Colorado WINS.
- AFSCME will rebate 75% of the remaining amount to Colorado WINS.

These calculations are intended to produce net income for the International Union in the following amounts:

- SEIU will retain 50% of the net amount paid by Colorado WINS.
- AFT will retain 25% of the net amount paid by Colorado WINS.
- AFSCME will retain 25% of the net amount paid by Colorado WINS.
B. **Per Capita Tax Payments to Intermediate Bodies**

On or about the time the Colorado WINS constitutional convention is scheduled, the International Presidents shall meet for the purpose of determining a uniform per capita tax rate that will ensure that Colorado WINS is able to participate in the affairs of those intermediate bodies within SEIU, AFT and AFSCME that it affiliates with in accordance with Sections 4 D-F of the Colorado Partnership Agreement.

C. **Other Per Capita Tax Payments**

Colorado WINS shall make a monthly per capita tax payment to the Colorado State AFL-CIO on the entire membership of Colorado WINS. This payment shall be made directly from the local's treasury.

Any disputes over the provisions of this side letter of agreement shall be resolved pursuant to the dispute resolution process set forth in Section 17 of the Colorado Partnership Agreement dated November 6, 2007.

FOR SEIU:

Andrew Stem
International President

FOR AFT:

Edward J. McElroy
AFT President

FOR AFSCME:

Gerald W. McEntee
International President
ATTACHMENT C-1

Dispute Resolution and Remedies (Joint Commitment)

ATTACHMENT C-2

Dispute Resolution and Remedies (Joint Commitment Extension)
ATTACHMENT D

Side Letter Regarding
Appointment of Campaign Director and Chief Negotiator

This Side Letter sets forth certain additional understandings agreed to by the parties with respect to Sections 8 and 9 of the Colorado Partnership Agreement.

Campaign Director

Pursuant to section 8(B) of the Colorado Partnership Agreement, the Permanent Coordinating Committee hereby appoints Robert Lawson as the Campaign Director.

Mr. Lawson is charged with running the campaign to secure collective bargaining rights for state employees and to organize state employees through Colorado WINS. Mr. Lawson shall carry out these responsibilities under the overall direction of the Permanent Coordinating Committee. He shall keep the Committee fully apprised of the status of the campaign and he shall establish and maintain effective communication and coordination with the designated representatives of the International Unions, as provided in Section 8 C of the agreement.

Mr. Lawson shall have all authority necessary to direct the strategic campaign. He shall direct all aspects of the campaign, including organizing, communications, media relations, political engagement and relations with other labor organizations in Colorado. Mr. Lawson shall have the authority to direct all staff working on the campaign, whether those staff are employed by Colorado WINS or SEIU, AFT, AFSCME or one of their affiliates. That authority shall include the authority to remove staff or change assignments.

Mr. Lawson’s authority shall not extend to relations that the parties may have with other International Unions concerning the Colorado organizing campaign, such as jurisdictional and/or organizing disputes arising under the CTW or AFLCIO constitutions. These matters shall be handled by the International Unions.

The Permanent Coordinating Committee agrees that the campaign director cannot be removed or replaced without a majority vote of the Coordinating Committee.

In the event of a vacancy, the Permanent Coordinating Committee shall appoint a new campaign director based on recommendations made by SEIU.
with the understanding that the responsibilities and authority of any such newly-appointed campaign director may be adjusted to reflect then existing conditions.

**Chief Negotiator**

Pursuant to Section 9(A) of the Colorado Partnership Agreement, the Permanent Coordinating Committee hereby appoints Steve Kreisberg as the Chief Negotiator.

The Chief Negotiator is charged with serving as the chief spokesperson for the partnership in its negotiations with the State of Colorado to achieve a first contract for state employees represented by the partnership. The Chief Negotiator shall carry out these responsibilities under the direction of the Campaign Director, subject to the oversight of the Permanent Coordinating Committee.

The Permanent Coordinating Committee agrees that Mr. Kreisberg cannot be removed or replaced as Chief Negotiator without a majority vote of the Permanent Coordinating Committee.

In the event of a vacancy, the Permanent Coordinating Committee shall appoint a new Chief Negotiator based on recommendations made by AFT/AFSCME, with the understanding that the responsibilities and authority of any such newly-appointed Chief Negotiator may be adjusted to reflect then-existing conditions.

Agreed to by the Permanent Coordinating Committee.

Paul Booth, AFT/AFSCME

Phil Kugler, AFT/AFSCME

Robert Lawson, SEIU

Eliseo Medina, SEIU
ATTACHMENT E

Colorado WINS 2008-09 Budget

NOT YET DRAFTED
ATTACHMENT F
MODEL SERVICING AGREEMENT

(Between Colorado WINS and existing Colorado SEIU, AFSCME and AFT affiliates)

This SERVICING AGREEMENT is entered into between ________________ ("Affiliate") and Colorado WINS.

WHEREAS, Affiliate and Colorado WINS recognize that Colorado WINS has been established by SEIU, AFSCME and AFT to serve as a unified organizing and collective bargaining local union of all three International Unions; and

WHEREAS, Affiliate has Colorado state employee members and provides certain representation services for these members; and

WHEREAS, Affiliate wishes to obtain for its state employee members uniform representational services available through Colorado WINS on the same basis as other affiliates of SEIU, AFSCME and AFT, and Colorado WINS is willing to make its services available to Affiliate's state employee members;

NOW, THEREFORE, based on the mutual promises herein contained, and other valuable consideration, the adequacy of which is hereby acknowledged, it is AGREED as FOLLOWS:

1. **Effective Date**

   The terms of this Servicing Agreement shall become effective on the date it is executed by the parties.

2. **Coverage – Definition of State Employee Member**

   As used herein, the terms "state employees" and/or "state employee members" refer to Affiliate's members who are employed by the State of Colorado and who are covered by the provisions of Executive Order D 028 07 issued by Colorado Governor Ritter on November 2, 2007.

3. **Cost of Services**

   Colorado WINS shall provide the services outlined herein at no cost to Affiliate.
4. **Duration of Agreement**

This Servicing Agreement shall be effective on the date that the Servicing Agreement is executed and shall remain in full force and effect until Affiliate’s state employee members are transferred to Colorado WINS. The duration of this Servicing Agreement may be mutually extended by the parties. This Servicing Agreement shall terminate automatically in the event the International Unions dissolve Colorado WINS.

5. **Services Provided By Colorado WINS**

For the duration of this Servicing Agreement, Colorado WINS’s staff, acting as designated agents of Affiliate, shall provide the following professional services to Affiliate for its state employee members:

- Representation in any procedure involving adjustment of workplace grievances.
- Representation at labor-management meetings.
- Any other representational activity.

6. **Delegation to Affiliate**

Colorado WINS may delegate to Affiliate any matter covered by Section 5 above, and Affiliate will carry out any such representation pursuant to oversight given by Colorado WINS.

7. **Severability**

The parties hereto believe that all provisions of this Servicing Agreement comply with applicable law. However, should any position of this Agreement be found illegal by any tribunal of competent jurisdiction, this shall not affect the remainder of the Agreement. Rather, the parties shall promptly meet to negotiate an acceptable, lawful substitute to the stricken provisions.

COLORADO WINS

By ________________________________
Bob Lawson
Campaign Director

[AFFILIATE]

By ________________________________
[Name]
[Title]

DATE: ____________________________
DATE: ____________________________