

**AFFILIATION AGREEMENT BETWEEN ENGINEERS AND ARCHITECTS
ASSOCIATION (EAA) AND IBEW LOCAL 11 (LOCAL 11)**

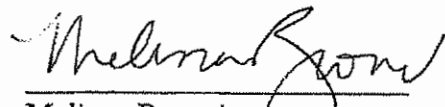
1. Upon execution of this Agreement the EAA will become affiliated as a Unit of Local 11, having the same rights and privileges as all other units of Local 11. EAA will retain jurisdiction to provide representation of all City class titles for which EAA is recognized by the City of Los Angeles Employee Relations Board at the time of affiliation. Affiliation shall be certified by 31 January 2013. Per capita payments by EAA shall commence on 1 May 2013.
2. The EAA and its structure shall remain intact when it becomes a unit of IBEW Local 11, wherein EAA will maintain its current By-Laws and Constitution as the governing documents of the Unit, with regular election of governors and Unit council members, as set forth in Attachment A [EAA Constitution and By-Laws], who shall have authority consistent with the EAA governing documents, as long as such governing documents are not in conflict with the IBEW Constitution and/or IBEW 11 By-Laws (subject to IBEW 11 By-Law proposal which will provide for an exception inserted into Article XV that that EAA By-Law and Constitution shall be an acceptable operating document for EAA (Unit 1894)).
3. If at any time there is a conflict between the IBEW Constitution and/or IBEW 11 By-Laws and the governing documents of the EAA Unit, the IBEW Constitution and/or the IBEW 11 By-Laws (subject to IBEW 11 By-Law proposal which will provide for an exception inserted into Article XV that that EAA By-Law and Constitution shall be an acceptable operating document for EAA (Unit 1894)) shall prevail.
4. The EAA Board of Governors shall continue to select and employ an Executive Director for the EAA Unit, subject to joint confirmation by the EAA Board of Governors and the Local 11 Business Manager.
5. EAA members shall pay per capita dues for affiliation with Local 11. See Attachment B [Per-Capita Dues Structure].
6. EAA will have the right to petition the International President to create a separate IBEW local following the second anniversary of the execution of this agreement. EAA members shall not hold Constitutional Office in Local 11 during the first three (3) years of affiliation.
7. Documents relating to or regarding the financial status of the EAA unit shall be submitted to the Local 11 Executive Board. Bank statements and Certificate of Deposit statements shall be submitted quarterly. The annual Third Party audit of EAA income and expenditures required by EAA By-Law II.7 shall be submitted annually to the Local 11 Executive Board upon its completion.
8. It is understood that as a result of this affiliation Local 11 is not absorbing any property of EAA or liability of operating structure, except as set forth in the dues structure, nor is EAA entitled to any property of Local 11. The assets, real and personal, tangible and intangible, wherever situated, which are the pre-affiliation property of EAA and all assets later obtained by EAA, including all appreciation of

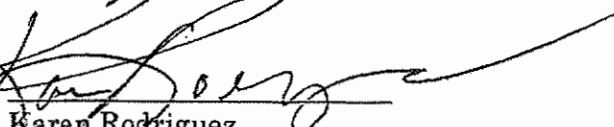
existing property, shall remain the property of EAA. Neither IBEW 11 nor the AFL-CIO shall be entitled to, or own, EAA property or assets. IBEW 11 assumes no pre-existing or future EAA debts or obligations.

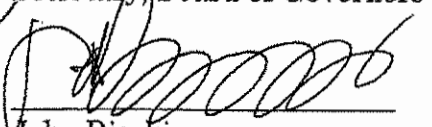
9. Payment of the salaries and benefits for all staff directly employed by EAA shall continue to be the sole responsibility of EAA. In the event of emergency (e.g. unanticipated staff shortage), IBEW 11 shall provide temporary staffing assistance as requested by the EAA Board's Executive Committee, which consists of the Board President, Secretary and Treasurer.
10. This agreement may be amended in writing at any time by the mutual agreement of the parties, subject to those exceptions which are AFL-CIO policy requirements of Article XX protection of independent unions affiliating with AFL-CIO affiliated labor organizations.
11. In reference to the affiliation document, if any dispute arises out of this Agreement, EAA and IBEW Local 11 shall make every effort to resolve the dispute informally. In the event the dispute is not resolved informally, the dispute shall be submitted to binding arbitration at the request of either EAA or IBEW Local 11. If the parties cannot agree on a Third Party neutral person to arbitrate the dispute, the parties agree to utilize the services of the Federal Mediation and Conciliation Service. Fees and costs of any arbitration shall be shared equally by the parties. The decision of the arbitrator shall be final and binding on the parties hereto.

Dated 3 April 2013

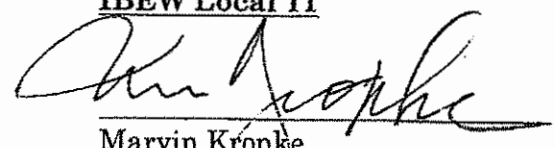
EAA



Melissa Popovic
President, Board of Governors


Karen Rodriguez
Secretary, Board of Governors


John Dierking
Treasurer, Board of Governors

IBEW Local 11


Marvin Kropke
Business Manager


Richard Reed
Sr. Assistant Business Manager