



**SEIU 517M**  
PUBLIC EMPLOYEES

# Constitution and Bylaws

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## **ARTICLE 1 – NAME AND JURISDICTION**

### Section 1 – Name

This Union shall be known as SEIU Local 517M, Michigan Public Employees, hereinafter referred to as the Union.

## **ARTICLE 2 – OBJECTIVES**

### Section 1 – Objective

The main objective of the Union is to provide representation and benefit members of the Union through collective bargaining and other employment related matters.

### Section 2 – Organization

This Union is organized as a not-for-profit corporation and all its resources shall be used for the necessary expenses and general welfare of its Members.

### Section 3 – Legislative

It shall be the policy of the Union to support general legislation and/or specific employer policies and programs which seek to maintain or expand positions which are represented by the Union. The Union shall also promote recognition and respect for the value of the work performed by its Members.

## **ARTICLE 3 - MEMBERSHIP**

### Section 1 – Member

Any person employed in a classification over which the Union has been authorized jurisdiction shall be eligible for membership. Any eligible employee whose application for membership has been received by the Union, whose dues are paid, and is not suspended from membership, shall be a Member.

### Section 2 – Retiree Member

Any member who has worked for an employer covered by the Union and is currently receiving retirement benefits, shall be eligible for membership as a Retiree Member, provided such person is not

currently employed within the jurisdiction of the Union as a manager, non-bargaining unit supervisor or other management position. Retiree Members shall not be eligible to nominate or run for Union office, including Steward, Officer or Executive Board Member; nor shall they be entitled to vote on agreements that apply to representation units. Retiree members may participate in COPE, caucuses, committees, and the Retiree Chapter. All retiring members must be a member to participate. The Executive Board shall determine the benefits and privileges applicable to Retiree Members. Retiree Member dues shall be established by the Executive Board, and reviewed annually, in accordance with the International Union's Retiree Member Program or as otherwise established by the Executive Board.

### Section 3 – Associate Member

An Associate Member must be an individual who is not part of a bargaining unit for which the Union is the exclusive bargaining agent and is part of a group which has been approved by the Executive Board as being eligible for Associate Membership, or who do not yet have a first collective bargaining agreement. Associate Members will be allowed to serve and vote at committee meetings, to attend membership meetings, as the Executive Board deems appropriate, but shall have no voting rights at such meetings. Associate Members shall not have the right to vote in elections nor the right to nominate or run for Union office. The Executive Board shall determine the benefits and privileges applicable to Associate Members. Associate Member dues shall be established by the Executive Board, and reviewed annually, in accordance with the International Union's Associate Member Program or as otherwise established by the Executive Board.

### Section 4 – Non-Discrimination

No Member shall discriminate or advocate discrimination against any other member on the basis of race, creed, color, religion, sex, gender expression, sexual orientation, national origin, citizenship status, marital status, ancestry, age, or disability, nor shall the Union discriminate against any member for exercising their right of free speech.

### Section 5 - Other Representation Categories

The Executive Board reserves the right to establish or modify membership types as needed.

### Section 6 - Suspension of Membership

A member who is not on a leave of absence and is in arrears in the payment of any installment of dues or assessments for more than one (1) month, or two (2) deduction cycles in the case of bi-weekly deductions, shall not be a member and shall not be entitled to member rights as defined above. This applies to situations of a) declined payments through direct payment of dues or b) if a member does not have enough funds after other withholdings to make the dues payment or assessment through payroll deduction.

### Section 7 - Right to Inspect Records

For a purpose reasonably related to such person's interest as a member, a member has the right to inspect the following records of the Union upon written demand and at a reasonable time and place: a) the minutes of the proceedings of the Executive Board and membership meetings, b) the annual financial report.

### Section 8 – Conduct at Meetings or Events

There is a prohibition against harassment and other exclusionary behavior. This includes, but is not limited to:

- Violent threats or language directed against another person.
- Discriminatory jokes and language.
- Ableist jokes and language.
- Sexually explicit or violent behavior and language.
- Offensive comments related to gender, gender identity and expression, sexual orientation, disability, mental illness, neurotype, physical appearance, body, age, race, ethnicity, nationality, language, family status, economic status, immigration status, or religion.
- Unwelcome sexual attention.
- Repeated harassment of others.
- Deliberate intimidation.
- Deliberate misgendering or use of rejected names to describe a person or groups of people.
- Advocating for or encouraging any of the above behavior.

## **ARTICLE 4 – MEMBER BILL OF RIGHTS AND RESPONSIBILITIES IN THE UNION**

### Section 1 – Rights and Responsibilities

Rights and responsibilities of Union members include the following:

- The right to have opinions heard and respected, to be informed of union activity, to be educated in union values and union skills.
- The right to choose the leaders of the Union in a fair and democratic manner.
- The right to a full accounting of Union dues and the proper stewardship over Union resources.
- The right to participate in the Union's bargaining efforts and to approve Union contracts.
- The right to have members' concerns resolved in a fair and expeditious manner.
- The responsibility to help build a strong and more effective labor movement, to support the organizing of unorganized workers, to help build a political voice for working people, and to stand up for one's co-workers and all workers.
- The responsibility to be informed about the internal governance of the Union and to participate in the conduct of the Union's affairs.
- The responsibility to contribute to the support of the Union.
- The responsibility to treat all workers and members fairly.
- The responsibility to offer constructive criticism of the Union.

## **ARTICLE 5 – STRUCTURE**

The structure of the Union shall consist of General Membership, Executive Board, Region/Unit Divisions, and Bargaining Units.

### Section 1 - General Membership

The General Membership is the body of this organization authorized to take lawful action, consistent with these Bylaws to act on behalf of the Union through their elected representatives. To be a General Member you must be a member as defined in Article 3.

### Section 2 - Executive Board

The affairs of the Union shall be conducted through the Authority vested in the Executive Board.

### Section 3 – Region/Unit Divisions

Jurisdiction and composition of this Union shall be divided into School and Local Government Regions or State Bargaining Units. They function as a vehicle for members that share common interests or geography and to provide Executive Board members. Both may make recommendations to the Executive Board on plans and programs.

### Section 4 – Bargaining Units

Bargaining Units are defined as members grouped together under a certain Collective Bargaining Agreement for the purpose of administering the tenants of that Agreement and other membership related activities. Bargaining Units will develop their own Bylaws that are subject to approval by the Executive Board and subordinate to the Local and International Constitution and Bylaws. These Bylaws will cover the following items:

- a) Determine what Unit Officer positions the unit will have that is in addition to Unit President and Unit Secretary.
- b) Establishment of Committees/Board to handle unit business (i.e. grievances, negotiations, etc.)
- c) Determine when election of Unit Officers will be.
- d) Determine the format for leader and contract ratification elections (paper ballot or electronic voting).

### Section 5 - Board of Auditors

Each regular election cycle of SEIU Local 517M shall also elect a Board of Auditors consisting of three members. The Board of Auditors shall examine and review the books and accounts of Local 517M at least once during each twelve-month period, utilizing the assistance of Certified Public Accountants. Such review of the books and accounts of Local 517M shall include the books respecting all properties

and facilities under the custodianship of Local 517M. The Board of Auditors shall make recommendations to Local 517M's Executive Officers. A copy of such annual reports from the Board of Auditors shall be submitted to Local 517M's Executive Board. In the event of the unavailability or temporary disability of an Auditor, the remaining Auditors shall perform the duties set forth herein.

The initial election of the Board of Auditors shall take place within 90 days of the approval of this provision. After the initial election, the term of office shall be on the regular election cycle of SEIU Local 517M.

## **ARTICLE 6 – EXECUTIVE BOARD**

### Section 1 - Executive Board

#### A. Composition

The Executive Board shall be comprised of the Officers and other Executive Board Members as elected based on the representation formula as established in the Bylaws. The Officers shall be the President, Secretary/Treasurer, and Divisional Vice Presidents. The President, and Secretary/Treasurer shall be elected by, and from, the full voting membership of the Union. The Divisional Vice Presidents shall be the chief elected officer of Regional Boards representing at least 350 members and all State Employee Bargaining Units of at least 350 members.

#### B. Representation Calculation

Executive Board representation shall be based on the following representation formula: (State Employee per Bargaining Unit; School and Local Government Employees per Region):

200 - 1000 Members - 1 Seat  
1001 - 2000 Members - 2 Seats  
2001 - 3000 Members - 3 Seats  
Over 3000 Members - 4 Seats

#### C. Reapportionment

Representation shall be reviewed prior to each election by the Election/Tally Committee and reapportioned as necessary subject to approval of the Executive Board.

#### D. Term of Office

The term of office for Executive Board members shall be for three (3) years. The term of office shall commence January 1st following the election.

## Section 2 – Meetings

### A. Regular Meetings

The Executive Board shall hold its meetings once quarterly, on a regular schedule that is known generally to the membership. Members shall have the right to address the Executive Board on issues or unresolved problems in accordance with reasonable procedural guidelines established by the Board. All Executive Board meetings shall be open to all members except for matters referred to closed session.

### B. Special Meetings

Special meetings of the Executive Board may be called by the President, or at the request of at least (5) Executive Board Members.

### C. Order

Conduct of meetings shall be by the practice of the latest edition of “Roberts Rules of Order” except in cases where such are in conflict with the Constitution and Bylaws.

### D. Minutes

Minutes of regular and special meetings shall be presented in writing to the Executive Board for adoption at its next regularly scheduled meeting. Minutes will be available to members upon request to the Secretary/Treasurer.

### E. Quorum

A quorum at any Executive Board meeting shall include at least one officer and a majority of Executive Board Members elected to serve.

### F. Attendance

Any Officer or Executive Board member shall not be absent from three meetings in a calendar year. Violations will be charged under Article 17 of these Constitution and Bylaws.

### G. Voting

Each Member of the Executive Board shall have one vote. A majority of valid votes cast, unless otherwise specified shall decide any question.

## Section 3 – Authority

The Executive Board shall have the authority and responsibility to conduct the affairs of the Union in a manner compatible with the membership rights and Union objectives. The Executive Board shall have the authority to establish policy, conduct ratification votes, conduct elections, establish and fund



administrative districts to aid member communication and servicing, and take any other action necessary to conduct the affairs of the Union.

#### Section 4 – Executive Director

The Executive Board shall have the authority to hire an Executive Director who shall conduct the daily business activities of the Union, supervise other Union employees, manage the Union's office(s) and fulfill other duties assigned by the Executive Board. The Executive Director shall make a full report of all significant activities to the Executive Board at each regular meeting.

#### Section 5 - Guidelines for Hearings or Presentations to the Board

##### A. Request a Meeting

A written request must be delivered to the President at least fifteen days prior to a scheduled Board meeting by any member(s) or otherwise properly interested party wishing to appear before the Board.

##### B. Time Allotted

A time period shall be allotted in the agenda by the Chair under "Old Business" or "New Business". For an individual presentation twenty (20) minutes will be allotted; for two persons or parties, fifteen (15) minutes each, for three to six persons or parties, ten (10) minutes each; for more than six parties, a total period of one hour shall be allotted, the time to be equally divided among the several parties. Any person or party may yield his/her allotted time to another except that no party shall thus use more than half the total allotted time.

##### C. Presentation

Any party appearing before the Board shall provide the Chair with a sufficient quantity for each Board member, a brief written outline of his presentation stating name, relationship to the Union (member, vendor, attorney, etc.) subject of presentation, person's position thereon and the action requested of the Board.

##### D. Member Comments

Every agenda shall have a unit member comment section. Each unit member will be limited to five minutes for comment.

## **ARTICLE 7 – OFFICERS**

### Section 1 – Officers

The Officers of the Local Union shall be a President, a Secretary/ Treasurer, and Divisional Vice Presidents.

### Section 2 - Term of Office

The term of office for Local Union Officers shall be for three (3) years. The term of office shall commence January 1st following the election.

### Section 3 – Term Limits

The President and Secretary/Treasurer shall not hold the same elected office for no more than 2 consecutive terms, or more than four consecutive terms in any combination of those positions.

### Section 4 - Duties of the Executive Director

Daily operations of the Union shall be conducted by an Executive Director hired by the Executive Board, with such additional staff as found necessary, with general oversight by the President. The duties and responsibilities of the position shall be set forth in a contract negotiated between the Executive Director or prospective Executive Director and the Officers. The President shall present to the Executive Board the proposed provisions of the contract for a vote which shall become effective unless rejected by a two-thirds majority of the Executive Board.

### Section 5 - Duties of the President

The President shall preside over, and determine the order of business for, the Annual Meeting, Executive Board meetings, and any special meetings of the membership. The President can call special meetings, create special committees, appoint committee members, and have general oversight of all activities of the Union. The President is authorized to attend any meeting of this Union to carry out the goals incorporated in this Constitution and Bylaws.

### Section 6 - Duties of the Secretary/Treasurer

The Secretary/Treasurer shall oversee all financial accounts of the Union, be responsible for the collection, custody and properly approved disbursements of all funds and shall make periodic reports to the Executive Board of receipts and disbursements. The Secretary/Treasurer shall be sufficiently bonded by the Union. The Secretary/Treasurer is authorized to attend any meeting of this Union to carry out the goals incorporated in this Constitution and Bylaws.

The Secretary/Treasurer shall oversee records of the proceedings of all meetings, oversee membership lists and all official records of the Union and shall be responsible for Union elections and ratification votes.

The Secretary/Treasurer shall assist in the discharge of the President's duties and in the absence of the President, perform those duties.

#### Section 7 – Duties of Divisional Vice President

The Divisional Vice President shall represent their respective membership and may be assigned specific duties as needed by the President.

#### Section 8 - Convention Representation

Voting Delegates at the International Convention and/or Special Conventions (as designated in the International Constitution) shall be in the following order:

1. Local 517M President
2. Local 517M Secretary/Treasurer

Additional delegates shall be selected in descending order beginning with the Divisional Vice President of the State or School and Local Government Division with the largest percentage of full dues paying members being first, and second largest being second, until all Divisional Vice Presidents have been given the opportunity to participate.

Any additional delegates shall be determined by the Executive Board member with the largest percentage of full dues paying members being first, and second largest being second, until all Executive Board members have been given the opportunity to participate.

The Executive Board reserves the right to determine how many voting delegates and alternates to send to any convention based on the number of delegates and alternates allocated by SEIU International.

## **ARTICLE 8 – REGIONAL BOARDS, STATE BARGAINING UNIT BOARDS**

#### Section 1 – Definition

The Union shall establish the following divisions for the purposes of representing its membership: State Employee Division; School and Local Government Division.

#### Section 2 - Composition

A. School and Local Government Division

The School and Local Government Division shall have established Regions, with each Region having an elected Regional Board for purposes of servicing its membership and selecting its Executive Board Members.

The Regional Boards must be inclusive of all bargaining units in the Region; however, grouping of smaller bargaining units together for electing a representative on the Regional Board is acceptable.

Regional Boards shall not exceed sixteen members unless approved by the Executive Board.

It is left to the individual Regions to determine their representatives to the Union Executive Board, in accordance with the representation formula, provided the selections are members of the Regional Board.

#### B. State Employee Division

The State Employee Division is comprised of all bargaining units representing state employees.

Each State Employee bargaining unit is free to continue (or establish) its own local bargaining unit board. These boards have initial responsibility for grievances, contract negotiations and contract administration.

It is left to the individual State Employee bargaining units to determine their representatives to the Union Executive Board, in accordance with the representation formula, provided the selections are members of the Bargaining Unit Board.

State Employee Bargaining Unit Boards shall not exceed sixteen members unless approved by the Executive Board.

## **ARTICLE 9 – STEWARDS**

### Section 1 – Definition

Stewards are the vital life stream of any local union. A strong, democratic and effective union is built on a solid foundation of stewards at each worksite. The stewards' duties and obligations are many and shall include, but are not limited to, the following:

- Invigorate, encourage and inspire membership.
- Keep all members at the work location informed of union activities. Distribute and post all appropriate information and conveying to union leadership the concerns and problems of the membership.
- Represent his/her worksite in appropriate meetings of the Local Union and is responsible for representing the interests of the members in their absence.
- Organize a strong and united workplace through internal organizing, reauthorization assistance, and contributing to external organizing in the community.
- Handle problems and grievances at the worksite and will act as the first line of contact with members and management at the worksite.

- Be a resource to new members in their workplace.
- Attend Union Steward Trainings.
- Maintain overall union solidarity and enthusiasm at the worksite.

## **ARTICLE 10 – ELECTIONS**

### Section 1 – Nominations and Schedule

#### A. Election Schedule

Election of Officers and Executive Board Members shall be held the first Monday in December of each election year and shall take office on January 1st thereafter.

#### B. Notice of Election

Members shall be given written notice of the election at least thirty (30) days prior to ballots being distributed. Notices shall state date, time, manner and place, and purpose of election.

#### C. Officer Electors

President, and Secretary/Treasurer of the Union shall be elected by, and from, the general membership. Divisional Vice Presidents shall be the chief elected officer of Regional Boards representing at least 350 members and all State Employee Bargaining Units of at least 350 members.

#### D. Executive Board Electors

State Employee Bargaining Unit Executive Board Members shall be elected by, and from, the Bargaining Unit Board which they represent.

School & Local Government Division Executive Board Members shall be elected by, and from, the Regional Board which they represent.

### Section 2 – Eligibility for Officers, Executive Board Members, and Divisional Board Members

#### A. Eligibility

Candidates for Officers and Executive Board members shall be accepted by the Election/Tally Committee according to the Bylaws. This Committee shall review and report candidates to the Secretary/Treasurer of the Union. All candidates shall have been a member of the Union for at least twelve (12) continuous months preceding the election ballot count date. State employees also need to have reauthorized their dues for the next fiscal year.

#### B. Disqualifications

No person who has been convicted of a felony as defined in Section 504 of the Landrum-Griffin Act (or an indictable offense in Canada) shall, in accordance with the provisions of applicable law, be eligible to hold office in this Local Union. No candidate (including a prospective candidate) for any office in this Local Union or affiliated body, or supporter of a candidate may solicit or accept financial support or any other direct or indirect support of any kind from any non-member of Service Employees International Union.

There shall be no provisions for write-in candidates or proxy votes.

Nominees shall be a candidate for only one (1) Officer position in an election. Members shall hold only one (1) Officer or Executive Board position at a time. A member elected or appointed to a new position shall resign from his or her current Officer position when sworn into the new position.

### Section 3 - Election Procedures

#### A. Balloting

The Election/Tally Committee of the Union shall be responsible for the conduct of the Election and shall arrange for printing, distributing, collecting, counting and tabulating of ballots and announcing the results thereof to the Executive Board and Members as expeditiously as possible. The Election of Officers shall be by mailed secret ballot, or an alternate method as approved by the Executive Board, to all voting Members. Ballots shall be available at least fifteen (15) calendar days prior to the date of counting.

#### B. Observers

Any candidate for office may have an observer present at the counting of the ballots.

#### C. Acclamation

If any candidate is unopposed, then no voting for such position is necessary and the candidate shall be declared the winner by acclamation.

### Section 4 – Tie Votes and Run-Off Election

In the event of a tie, a run-off election shall be held for that office. The ballot for the run-off election will contain only the names of the candidates involved in the tie. The run-off election will be held within fifteen (15) calendar days after the local election, unless the local has, as part of the original election notice, informed the membership that a run-off, if one is needed, will be held on a particular day, time and place. If, following the tie vote, one candidate withdraws his or her name, there would be no run-off election.

### Section 5 – Voting While on Leave

#### A. Military Leave of Absence

Before a member leaves for a military deployment, the member will notify the staff labor representative for their unit that they are leaving for a military deployment. The member will provide an email address and/or physical address (depending on unit voting process) so that an election or contract ratification ballot can be sent while they are deployed. This ballot will be counted with all other ballots received. This section may be modified to comply with federal law.

#### B. General Leave of Absence

A member absent from work while on an approved leave of absence may be given the opportunity to participate in an election if they return to work within the election period and is in good standing at that time. If a member is on a leave of absence and isn't current on their dues, they shall be ineligible to vote.

Section 6 – Election services provided to candidates by the Union are stated in Appendix B.

#### Section 7 - Certification of Results

Upon completion of the ballot count, the Election/Tally Committee shall certify the results of the election, including the total number of votes cast for each candidate. The Election/Tally Committee shall immediately declare elected the candidate receiving the highest number of votes for the given office. The results shall be announced to the Union membership.

#### Section 8 - Election Protests

Any member wishing to protest the manner in which the election was conducted may do so by filing a written complaint in accordance with the Union's Internal Complaint process in Article 17, Section 7.

#### Section 9 - Disposal of Ballots

After certification of the results of the election, the voted ballots and other election materials shall be delivered to the Chairperson of the Election/Tally Committee. The Chairperson shall then determine that all ballots and other election materials have been placed in containers, sealed and stored in such place as the Election/Tally Committee deems appropriate. All such containers shall be stored unaltered for one (1) year subsequent to the date of the certification of the results of the election. If the election is not contested pursuant to Section 8 (above), all ballots and other election materials shall be destroyed by the Chairperson of the Election/Tally Committee without the contents being examined after one year. The Chairperson of the Election/Tally Committee shall certify to the Board at its next regularly scheduled meeting that the ballots and other election materials have been destroyed.

#### Section 10 – Bargaining Unit Elections

##### A. On-Site Balloting Process

Elections for Unit Officers and Bargaining Committee members shall be held in accordance with the schedule set forth in the Unit Bylaws. Nominations shall be held at the regular unit meeting no less than 30 days prior to the election date determined at that meeting. On the day of voting, there shall be an open period of one (1) hour, or until all members have voted, whichever occurs first. Voting times shall be clearly indicated on the voting day posting published by the Unit Board. Only members may vote.

#### B. Ballots

All balloting shall be with paper ballots. Absentee ballots will not be available except as provided for in Article 10, Section 5 of these Constitution and Bylaws. There are no provisions for proxy votes or write-in candidates. During the open voting period, the custody of the ballots shall stay with the Unit Secretary.

#### C. Ballot Count

There shall be at least two (2) members appointed to the Unit Election Committee. The Unit Election Committee shall count the votes and announce the results at the conclusion of the voting period. Ballots shall be counted at the end of the voting period and the election results announced.

#### D. Electronic Voting

Bargaining Units may use the electronic voting methods in accordance with the provisions of these Constitution and Bylaws and the procedures for conducting electronic elections within the Local.

#### E. Vacancies

If an office other than the Unit President becomes vacant, it shall be the duty of the Unit President to appoint a successor until an election can be held. If the vacancy occurs in the office of the Unit President, it shall be the duty of the Unit Secretary/Treasurer to assume the responsibility of Unit President until an election can be held. Such election meeting shall take place within thirty (30) calendar days of vacancy.

#### F. Acclamation

If any candidate is unopposed, then no voting for such position is necessary and the candidate shall be declared the winner by acclamation.

#### G. Ratification Votes

Special meetings for the purpose of conducting contract ratification votes shall be posted with as much notice as possible. The ratification vote will be conducted at the meeting in accordance with the provisions in Section 10.B and 10.C above, unless there is a motion supported by a minimum of 60% of the membership in attendance to delay the ratification vote. In no event will the ratification vote be held later than five (5) days from the initial ratification meeting.



### Section 11 - Union Staff

Union staff shall maintain neutrality concerning internal elections for Local Union office while in the performance of their duties. It is to be understood and expected that Local Union staff assist with procedural questions members may have and preparations necessary to ensure proper administration of the election.

## **ARTICLE 11 – RECALL**

### Section 1 – Who Can Be recalled

Any Union official may be recalled; however, the recall process cannot be initiated until after the first six (6) months of his or her term of office, nor can it occur within the last six (6) months of his or her term of office.

### Section 2 – Reason for Recall

Before a recall petition sheet can be circulated, the circulator must submit in writing to the Secretary/Treasurer the name of the person being recalled and the reason(s) for the recall, in 200 words or less. The Secretary/Treasurer will notify the member that a recall process has begun. The member then has twenty (20) days to submit a defense statement explaining in 200 words or less why he or she should not be recalled. Once the defense statement has been received by the Secretary/Treasurer, or the twenty (20) day period has expired, the recall petition will be created, with the reason for the recall and defense statement clearly printed at the top of the petition.

### Section 3 – Circulation of Petition

The circulator of a recall petition must be a member with the Union. The circulator shall have twenty (20) days to gather a minimum number of signatures determined as 30% of the members of the affected unit.

### Section 4 – Continuation of Duties

An official subjected to a recall shall continue to perform the duties of his or her office unless and until the recall is successful and the result of the election is certified.

### Section 5 – Petition Format

The recall petition must include the members' printed names, signature, and an email address or phone number where they may be contacted.

### Section 6 - Filing

Once the recall petition is filed with the Secretary/Treasurer, the Secretary/Treasurer will examine it to verify that the signatures are indeed those of members, and the number of valid signatures meets or exceeds the minimum number (30%) of signatures required.

### Section 7 – Option to Resign

If enough signatures are gathered and verified, the Union official is given the option to resign, and chooses to do so, the recall election will not be held.

### Section 8 - Vote

If the official does not resign, a special recall election is held. The recall question on the ballot shall read as follows:

“Shall (Insert Official Union Title and Full Name) Be Recalled? Yes or No”.

The recall election itself will require an affirmative vote of 50% plus one of the members voting. If the official is recalled, the vacancy shall be filled in accordance with the Constitution and Bylaws. If the majority of the votes are not in favor of recall, or the vote is tied, the official will remain in office until the end of his or her term (unless another recall attempt is successful in the future). Another Recall attempt cannot be made for at least another six (6) months after the recall election.

### Section 9 – Recall of Secretary/Treasurer

If the person being recalled is the Secretary/Treasurer, all above duties shall be handled by the President. If both the President and Secretary/Treasurer are being recalled, the Executive Director shall appoint a Divisional Vice President to handle the above duties.

## **ARTICLE 12 – VACANCIES**

### Section 1 – Definition of Vacancy

Vacancy includes any circumstance that results in no member holding a particular office, including, but not limited to, resignation of membership (opt out), retirement, disqualifying promotion or transfer, left employment from a covered classification, death, or the seat went uncontested in a regular election because no eligible candidates were nominated.

### Section 2 – Local-Wide Vacancies

In the event the office of Secretary/Treasurer is vacated, the Executive Board shall have the authority to appoint, by simple majority vote, a successor who shall serve the remainder of the unexpired term. In the event of the President being vacated, the Secretary/Treasurer shall succeed to the unexpired term without vote.

#### Section 3 - Divisional Vice President Vacancies

A vacancy in the office of a Divisional Vice President shall be filled in accordance with the bylaws of the region or state bargaining unit from which the vacancy occurs. A Divisional Vice President thus appointed shall serve the balance of the term of the person replaced.

#### Section 4 – Executive Board Vacancies

Vacancies occurring in the Executive Board shall be chosen from, and by, the State Employee Bargaining Unit Board or School and Local Government Regional Board from which the vacancy occurs. Executive Board members thus appointed shall serve the balance of the term of the person replaced.

#### Section 5 – End of Term Vacancy

If any vacated office would not be filled by a naturally occurring election in less than six (6) months, the vacancy will be left open.

## **ARTICLE 13 – COMMITTEES**

#### Section 1 – Special Committees

Special Committees may be established with committee members selected by the President and notice provided to the Executive Board. Committee members to serve with the duties as assigned and regular reports given to the Executive Board.

#### Section 2 – Standing Committees

Standing Committees shall be the following:

**Election/Tally Committee:** The Election/Tally Committee shall be responsible for nominations and the preparation, tallying and certification of general election ballots.

**Ethics Committee:** The Ethics Committee will work with the ethics liaison to review and maintain the SEIU Code of Ethical Practices and Conflict of Interest Policy, approved by the International Executive Board. This Committee will be responsible for educating all members, officers, and staff on these codes and practices.

**Finance Committee:** The Officers and the Executive Director shall comprise the Finance Committee. This committee shall prepare an annual budget covering the operation of the union for each fiscal year, subject to the approval of the Executive Board. The Finance Committee shall maintain continuous oversight of all fiscal activities of the Union and prepare a yearly statement showing the financial standing of the Union. A review of the Union’s financial records shall be performed by an independent auditor annually.

**Member Engagement Committee:** The Member Engagement Committee shall promote membership in the Union, “Members-Only” benefits, and initiate organizing activity for, and on behalf of the Union.

**Social and Economic Justice Committee:** The Social and Economic Justice Committee is charged with the responsibility of carrying out the Social and Economic Justice programs as proposed by the Executive Board.

**Political/Legislative Committee:** The Political/Legislative Committee shall oversee and promote the Union’s political and legislative programs, as well as promote membership involvement in the Committee on Political Education (COPE).

### Section 3 – Term of Appointment

Standing Committee Members shall serve until discharged by the President, or until the conclusion of the President’s term. Special Committee Members shall serve for the term of the committee as established upon committee assignment. Any Committee Member may resign upon written notice to the President.

### Section 4 – Required Committees

When a committee is not established for a specific purpose as required by the SEIU International Constitution and Bylaws Article XV, Section 14, the Executive Board shall serve in that capacity.

## **ARTICLE 14 – DUES, PROPERTY, EXPENSES AND REIMBURSEMENTS**

### Section 1 – Dues

The Dues of the Union shall be set by the Executive Board in accordance with the Constitution and Bylaws and the SEIU International Constitution and Bylaws.

#### A. Special Assessments

Special assessments must be approved by two-thirds (2/3) of the elected Executive Board. Special assessments may not be levied or used for normal operating expenses.

#### B. State Employee Dues

The Dues of State Employee Division members shall be as established by the Executive Board but shall not exceed seventy (70) percent of the hourly rate of the top step of payscale H21-004, or its equivalent, biweekly, for state employees plus \$2.50 per pay period to cover our New Strength Unity Fund.

C. Dues for School and Local Government Units

The Dues for School and Local Government Division members shall be established and reviewed annually by the Executive Board.

D. Dues for Other Members

The Executive Board shall establish dues amounts and payment options for associate or retiree members.

E. Collection

Dues shall be collected via payroll deductions, or through an alternative method offered by the Union should employer dues deduction become unavailable.

Section 2 - Local Union Property

All officers shall deliver to their respective successors, at the conclusion of their term of office, all property in their possession belonging to the Union. All the funds and property of the Union shall be deemed held in trust for the benefit of the members, to be used in accordance with the direction of the Executive Board.

The title of all property, funds and other assets of the Union shall at all times be vested in the Union Executive Board for joint use of the General Membership of the Union, but no member shall have any severable proprietary right, title or interest therein.

Membership in this organization shall not vest any member with any right, title or interest in or to the funds, property or other assets of the Union, now owned or possessed or that may hereafter be acquired, and each member hereby expressly waives any right, title or interest in or to the property of the Union, including the fund of the Union.

Section 3 – Legal Expenses Incurred While Performing Job Functions

The Union shall be responsible for payment of the total amount, not otherwise covered by insurance, which the Union and/or its Executive Director, Staff Representatives or Board of Directors become legally obligated to pay as a result of a civil action brought against them based upon their activities for or on behalf of any Union member or representative. The total amount shall include, but is not limited to, damages, judgments, settlements, interest costs and attorney fees.

Section 4 - Reimbursements

Reimbursements by the Union shall be in accordance with the Union's Expense Policy. Time Off for Union Business reimbursements shall be in accordance with the Union's Time Off for Union Business Policy.

## **ARTICLE 15 – MEMBERSHIP MEETINGS**

### Section 1 – Meetings

The Union shall annually hold at least one (1) meeting of the membership at a time and place established by the Executive Board.

### Section 2 – Special Meetings

A special meeting of the membership shall be called if petitioned to the Executive Board by two-thirds (2/3) of the Executive Board or fifteen (15) percent of the Members. Members shall have thirty (30) days notice of such meetings.

### Section 3 – Unit Meetings

Member meetings for individual units shall be based upon the schedule set by the unit leadership but in no case be less than once per calendar year.

### Section 4 – Funding

The Executive Board shall establish a budget line item for chapter and small meeting expenses.

## **ARTICLE 16– REPRESENTATION**

### Section 1 – Authority

All Region/Division Boards shall have a written policy regarding grievance appeal procedures that are approved by the Executive Board.

### Section 2 – Appeal of Decision

Any grievant not satisfied with the decision of a Grievance Committee, or any complainant not satisfied with the decision/answer of the Grievance Committee may, within ten (10) days of receipt of the

answer, appeal to the appropriate labor relations staff by submitting a written request for a hearing. The Region/Division Board, or its designee, shall hear the appeal as soon as can reasonably be scheduled. The unit member may appear at the hearing and present his/her case. A decision shall be issued within thirty (30) days of the hearing.

The Region/Division Board may reverse a decision of a Grievance Committee if substantial rights of the grievant have been prejudiced because the decision was based upon an erroneous interpretation of the Collective Bargaining Agreement. The Region/Division Board reserves the right to proceed to arbitration in any grievance.

When an appeal is filed as a result of the unit member's Grievance against the Employer, the Union shall send a reactivation letter to the employer and take whatever steps necessary to protect the unit member's grievance against the Employer from a challenge for timeliness while the Union processes the appeal.

As used throughout this procedure, the term "day" shall mean the days of the week, Monday through Friday, exclusive of paid holidays recognized by the Union.

All Region/Division board decisions shall be final unless the Executive Officers grant a special hearing based on a written request from the grievant.

### Section 3 – Terminations

It shall be the Policy of the Union to instruct all staff and stewards to take any necessary steps to advance all bargaining unit employee terminations/discharges to Arbitration (where available in the collective bargaining agreement), in an effort to protect and preserve the bargaining unit member's rights, until the case at hand is reviewed through the Union internal process (e.g. Arbitration Review Committee).

This internal review process shall include, among other relevant criteria:

- a) is there a clear violation of the collective bargaining agreement;
- b) the likelihood a successful decision based on previous similar arbitration decisions;
- c) a comprehensive review of the merits of the case at hand;

All termination actions must also be communicated to the Union Executive Director (or designee) as soon as reasonably possible, by the appropriate staff or steward.

Any exceptions to advancing any termination action to arbitration must be approved by the Executive Director (or designee) and shall be based, in addition to the above criteria, on the following:

- a) a signed document from the bargaining unit member of their desire not to proceed to arbitration;
- b) a voluntary resignation (employee, or employer initiated) in lieu of termination.
- c) a pattern of similar disciplinary actions by the bargaining unit employee including any "last chance" agreements from previous actions.

It is important that all reasonable protections be afforded bargaining unit members in termination cases, to ensure that the employer properly fulfills their obligations under the collective bargaining agreement.

## **ARTICLE 17 – CHARGES, TRIALS, AND APPEALS**

### Section 1 - Chargeable Offenses

Officers or members may be charged with:

1. Violation of any specific provision of these Constitution and Bylaws.
2. Violation of an oath of office.
3. Gross disloyalty or conduct unbecoming a member.
4. Gross Inefficiency (if an officer) which might hinder and impair the interests of the Local.
5. Financial malpractice.
6. Engaging in corrupt or unethical practices or racketeering.
7. Advocating or engaging in dual unionism or secession.
8. Violation of democratically and lawfully established rules, regulations, policies, or practices of the union.
9. Wrongful taking or retaining of any money, books, papers, or other property belonging to the Local; or the wrongful destruction, mutilation or erasure of any books, records, bills, receipts, vouchers or other property of the Local.
10. Working as a strikebreaker or violating wage or work standards established by the Local.
11. Bringing false charges against a member or officer without good faith or with malicious intent.

Charges must be specific and in writing.

### Section 2 - Filing Charges

In order to ensure members' protection from the filing of frivolous charges the following procedure shall apply. Whenever charges are brought by a member against any member or officer of the Union, the charges shall be filed in writing in duplicate with the Secretary/Treasurer of the Union. A written copy of such charges specifying the nature of the offense of which he or she is accused, shall be served by the Secretary/Treasurer upon the accused personally or by registered or certified mail, return receipt requested, directed to the last known address of the accused no more than ten (10) days after receiving the charges. The charges must state which subsection(s) of Section 1 of this Article or the SEIU International Constitution and Bylaws the charging party believes have been violated. No charges may be filed more than six (6) months after the charging party learned, or could have reasonably learned, of the act or acts which are the basis of the charges.

If the person being charged is the Secretary/Treasurer, all above duties shall be handled by the President. If both the President and Secretary/Treasurer are being charged, the Executive Director shall appoint a Divisional Vice President to handle the above duties.

### Section 3 – Hearing Regarding Charges

The President shall appoint at least one member of the Executive Board as a Hearing Officer and may appoint additional hearing officers from either the Executive Board or membership. In no case should this exceed three hearing officers. If the President is involved as the charging party or the charged, then the Secretary-Treasurer shall appoint the Hearing Officer(s).



The accused shall, within ten (10) days from the date of receipt of a copy of such charges, file an answer with the Secretary-Treasurer. A hearing will be scheduled within fifteen (15) days from receipt of the response from the accused.

All parties shall be given full opportunity to present all relevant evidence and exhibits which they deem necessary to the proper presentation of their case and shall be entitled to cross-examine witnesses of the other party or parties.

#### Section 4 – Hearing Decision

The decision of the hearing officers shall be deemed final unless the individual or individuals against whom the decision shall have been rendered files with the Secretary-Treasurer a written request to appeal the decision to the Executive Board of the union within ten (10) days. The appeal shall be held in accordance with Article 6, Section 5 of these Constitution and Bylaws.

#### Section 5 - Appeal Body

The Executive Board shall be the Appeal Body, except where the member charged or bringing such charges is a member of such Board, at which time the affected officer shall be excluded from the Appeal Body.

The decision of the Executive Board shall be deemed final. In the event disciplinary action is taken against the accused, appeals of the final decision of the Union may be taken in accordance with the provisions of the SEIU International Constitution and Bylaws. During the pendency of any appeal, the decision appealed from shall remain in full force, unless it is stayed by the SEIU International Executive Board.

#### Section 6 – Representation

Any member under charges may have another member of the Union act as counsel to represent the charged in the presentation of the defense. Such presentation will be in accordance with Article 6, Section 5 of the Constitution and Bylaws.

#### Section 7 – Judgment

If the charges or any portion thereof, are sustained, then the trial body shall render judgment and impose disciplinary action as provided for in these Constitution and Bylaws and impose such penalty as it deems appropriate and as the case requires. However, such penalties shall not include any monetary fines or penalties except in the case of reimbursement of any financial losses to the Union directly attributable to the member or officer.

#### Section 8 - Exhaustion of Remedy

Subject to the provisions of applicable statutes, every member or officer of the Union against whom charges have been preferred and disciplinary action taken agrees as a condition of membership or

affiliation and the continuation of membership or affiliation, to exhaust all remedies provided for in the SEIU International Constitution and Bylaws and in these Constitution and Bylaws, and further agrees not to file or prosecute any action in any court, tribunal, or other agency until those remedies have been exhausted.

#### Section 9 - Internal Complaint

This section shall be used in all cases when a bargaining unit member wishes to file a written Internal Complaint against the Union as a result of some specific action or policy as enacted or applied by the Union.

Within ten (10) days of the action complained of or within ten (10) days of the date the unit member should have known of the action complained of, the unit member shall submit a written complaint to the Region/Division Coordinator. The complaint shall state the specific action taken by the Union, the date, the harm as seen by the unit member and the remedy sought. The Region/Division Board or its designee, shall respond in writing to the complaint within ten (10) days of receipt of the Complaint.

## **ARTICLE 18 – AFFILIATIONS**

#### Section 1 – Affiliations

The Union shall be affiliated with the Service Employees International Union, the appropriate SEIU Division, and such other bodies as the International Union shall from time to time establish. The Union may participate and/or affiliate with other associations, societies, organizations, or bodies, local, state, national, and international as the Executive Board believes will advance the interests and purposes of the Union and its Members.

#### Section 2 – Ratification

The Executive Board reserves the right to ratify any affiliations with other groups of public employees.

#### Section 3 – International Affiliations

Affiliation with other international labor unions shall be ratified by the general membership.

#### Section 4 – SEIU Caucuses

Members are free to join any caucus as established or affiliated with SEIU International or its established bodies.

## **ARTICLE 19 – SEVERABILITY CLAUSE**

If any provision of this Constitution and Bylaws shall be modified or declared invalid or inoperative by any competent authority of the executive, judicial or administrative branch of a state, or federal government, the Executive Board shall have the authority to suspend the operation of such provision during the period of its invalidity or modification and to substitute in its place and stead a provision which will meet the objections to its validity and which will be in accord with the intent and purposes of the invalid or modified provision. Further, if any provision of this Constitution and Bylaws is modified or held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this Constitution and Bylaws or the application of such provision to persons or circumstances, other than those as to which it has been held invalid or modified, shall not be affected thereby.

## **ARTICLE 20 - AMENDMENTS**

### Section 1 - Origination of Amendments

Amendments to these Constitution and Bylaws may be proposed by a two thirds (2/3) majority of the Executive Board, or by a petition signed by not less than fifteen (15) percent of the voting Members and submitted to the Secretary/Treasurer. If the number of signatures on the petition falls below the required fifteen (15) percent through withdrawal of names by request of the petitioners, the proposed amendment shall not be balloted upon unless approved by a two-thirds (2/3) majority of the Executive Board with or without modification.

### Section 2 - Membership Vote

A membership vote on any proposed amendment shall be taken. A ballot and the proposed amendment(s) to the Constitution and Bylaws shall be mailed by secret ballot or distributed by an alternate method as approved by the Executive Board, to each Member at least thirty (30) days prior to the election. The returned ballots shall be delivered to the Secretary/Treasurer to be counted by the Election/Tally Committee.

### Section 3 - Post-Convention Review

A review of the Constitution and Bylaws shall take place every four years after the SEIU International Convention to ensure continued compliance based on voted changes at the SEIU International Convention. The President shall assign a review committee of three (3) Executive Board members to review the Constitution and Bylaws with staff. This review will detail differences between the two documents and the changes that need to be made. This review shall occur no later than 30 days after the final version of the new SEIU International Constitution and Bylaws is received.

Any changes made to ensure compliance with the SEIU International Constitution and Bylaws shall be in accordance with Article 20, Section 2 of these Constitution and Bylaws.

#### Section 4 – Modification to Appendix

Appendices shall be promulgated to supplement the Constitution and Bylaws in administration of the affairs of the Union. New or amended Appendices to the Constitution and Bylaws may be proposed by an affirmative vote of the majority of the Executive Board and shall be distributed to all Members at least thirty (30) days prior to the vote for adoption by the Executive Board. Any Member has the right to be heard by the Executive Board prior to the vote for adoption of new or amended Appendices to the Constitution and Bylaws.

New or amended Appendices to the Constitution and Bylaws may be adopted by an affirmative vote of not less than two-thirds (2/3) of the Members of the Executive Board provided same are not in conflict with the Constitution and Bylaws.

Approved Appendices shall take effect at the time of adoption by the Executive Board. The results shall be communicated to the membership in a timely manner.

### **Article 21 – DECERTIFICATION & DISSOLUTION OF UNION**

In the event of a legal decertification of the Union, the Executive Board may vote to dissolve the Union. Upon dissolution of the Union, all assets remaining shall be used for payment of just debts and liabilities.

Under no circumstances shall this Union distribute its funds, assets or properties individually among its membership. The Executive Board has final authority to determine distribution of any remaining funds subject to Article XXV of the SEIU International Constitution and Bylaws.

## **APPENDIX A - SEIU CODE OF ETHICS AND CONFLICT OF INTEREST POLICY**

Approved by the SEIU International Executive Board, June 13, 2009

Approved by the SEIU International Executive Board as revised, January 21, 2016

### **PART A: PREAMBLE**

The Service Employees International Union (SEIU) believes in the dignity and worth of all workers. We have dedicated ourselves to improving the lives of workers and their families and to creating a more just and humane society. We are committed to pursuing justice for all, and in particular to bringing economic and social justice to those most exploited in our community. To achieve our mission, we must develop highly trained and motivated leaders at every level of the Union who reflect the membership in all of its diversity.

Union members place tremendous trust in their leaders. SEIU elected officers and managers owe not just fiduciary obligations to union members; given the moral purpose of our mission, SEIU leaders owe members the highest level of ethical behavior in the exercise of all leadership decisions and financial dealings on members' behalf. Members have a right to proper stewardship over union funds and transparency in the expenditure of union dues. Misuse and inappropriate use of resources or leadership authority undermine the confidence members have in the Union and weaken it. Corruption in all forms will not be tolerated in SEIU. This Code of Ethics and Conflict of Interest Policy (the "Code" or "SEIU Code") strengthens the Union's ethics rules of conduct, organizational practices and enforcement standards and thus enhances the Union's ability to accomplish its important mission.

We recognize that no code of ethics can prevent some individuals from violating ethical standards of behavior. We also know that the SEIU Code is not sufficient in itself to sustain an ethical culture throughout the Union. To accomplish the goals for which this Code has been created, we must establish systems of accountability for all elected leaders and staff. These systems must include appropriate checks and balances and internal operating procedures that minimize the opportunity for misuse or abuse, as well as the perception of either, in spending union funds and exercising decision-making authority. The systems also must include adequate provision for training on understanding and implementing this Code. More broadly, we emphasize the importance of the range of standards, practices, and values described in "A Strong Ethical Culture," Section A of the SEIU Policies on Ethics and Standards that were enacted with the Code in 2009.

In particular, SEIU is committed to providing meaningful paths for member involvement and participation in our Union. The SEIU Member Bill of Rights and Responsibilities in the Union is a significant source of SEIU members' rights and obligations. Its exclusive enforcement Preamble Duty to members Accountability Member protections, responsibilities 50 APPENDIXES through the procedures set forth in Article XVII of the SEIU Constitution and Bylaws reflects a commitment to the democratic principles that have always governed SEIU. Article XVII's numerous protections against arbitrary or unlawful discipline of members also form an essential ingredient of the democratic life of the Union. Similarly, the requirement that Affiliates provide for regular meetings of the membership, set forth in Article XV, Section 5 of the Constitution, is another important element in the democratic functioning of SEIU. Finally, the provisions against discrimination and harassment on the basis of race, creed, color, religion, sex, gender expression, sexual orientation, national origin, citizenship status, marital status, ancestry, age and disability contained in Article III, Section 4 of the SEIU Constitution and in the Constitutions and Bylaws of Affiliates, the SEIU Anti-Discrimination and Anti-Harassment Policy and

Procedure, and similar policies of Affiliates forbid conduct in violation of SEIU's historic belief that our strength comes from our unity and diversity and that we must not be divided by forces of discrimination.

Individuals subject to this Code are expected to comply with State and Federal laws, the Constitution and Bylaws of SEIU and Affiliates, and the anti-discrimination and anti-harassment policies of SEIU and Affiliates as part and parcel of our commitment to sustaining an ethical culture and the highest standards of conduct throughout the Union. Violations of these laws and policies are ethical breaches; however, these violations should be addressed through avenues provided by the applicable laws and policies and not through the Code unless they also allege violations of this Code. In particular, the sole enforcement mechanism for matters covered by the SEIU or Affiliate Constitutions and Bylaws is that which is set forth in those documents, unless violations of this Code are also alleged. Finally, grievances that arise under collective bargaining agreements are excluded from enforcement under this Code unless they also allege violations of this Code.

The scope and standards of this Code are set forth in the following Sections. Section 1. Applicability to International Union.

The SEIU Code is henceforth applicable in its entirety to all officers, executive board members and employees of SEIU. These individuals are referred to herein as "covered individuals." SEIU shall append or attach the Code in its entirety to its Constitution and Bylaws in its next and all future publications.

#### Section 2. Applicability to SEIU Affiliates.

By enactment of the SEIU International Executive Board, the SEIU Code is applicable in its entirety to all officers, executive board members and employees of all affiliated bodies and local unions chartered by SEIU ("Affiliates" herein). These individuals are referred to herein as "covered individuals."

- a) Each Affiliate shall ensure that the Code extends to all employees as soon as practicable but in no event later than the end of 2020.
- b) Each Affiliate shall append or attach the Code in its entirety to its Constitution and Bylaws at its next and all future publications.
- c) Wherever reference herein is made to SEIU or an SEIU program, department or position, the corresponding reference is to the particular Affiliate or its equivalent program, department or position.
- d) Each Affiliate is responsible for enforcing the Code and educating its covered individuals on the Code in a manner consistent with the Code's terms, subject to assistance and oversight from SEIU.
- e) The Code is not intended to restrain any Affiliate from adopting higher standards and best practices, subject to the approval of the SEIU Ethics Ombudsperson.

#### PART B: GENERAL OBLIGATIONS

##### Section 3. Obligations of Covered Individuals.

- a) Commitment to the Code. SEIU and each Affiliate shall provide a copy of the Code to each covered individual. It is the duty and obligation of covered individuals to acknowledge annually

that they have received a copy of this Code, that they have reviewed and understand it, and that they agree to comply with it.

- b) Duty of disclosure. Covered individuals shall disclose to the SEIU Ethics Ombudsperson or the Affiliate Ethics Liaison, described in Part F of this Code, any conflict of interest or appearance of a conflict, which arises when their paramount duty to the interest of members is potentially compromised by a competing interest, including but not limited to an interest, relationship or transaction referenced in this Code. Actual, perceived and potential conflicts should be disclosed at the time that covered individuals become aware of them.
- c) Disqualification from service to SEIU or Affiliate. No person shall serve as an officer or managerial employee of SEIU or any Affiliate who has been convicted of any felony involving the infliction of grievous bodily injury, or the abuse or misuse of such person's position or employment in a labor organization to seek or obtain illegal gain at the expense of the members, except for the limited exceptions set forth in applicable federal law.

## PART C: BUSINESS AND FINANCIAL ACTIVITIES

### Section 4. General Duty to Protect Members' Funds; Members' Right to Examine Records.

- a) The assets and funds of a labor organization are held in trust for the benefit of the membership. Members are entitled to assurance that those assets and funds are expended for proper and appropriate purposes. The Union shall conduct its proprietary functions, including all contracts for purchase or sale or for the provision of significant services, in a manner consistent with this Code. All officers, executive board members and employees of SEIU and SEIU Affiliates, whether elected or appointed, have a trust and high fiduciary duty to honestly and faithfully serve the best interests of the membership.
- b) Consistent with Section 201 of the Labor-Management Reporting and Disclosure Act, SEIU shall permit a member for just cause to examine any books, records and accounts necessary to verify SEIU's annual financial report under that section to the U.S. Department of Labor.
- c) Affiliates comprised solely of members employed by government bodies shall permit a member to examine its financial report submitted to a state agency and, consistent with state law and for just cause, to examine any books, records and accounts necessary to verify the Affiliate's financial report.

### Section 5. Prohibited Financial Interests and Transactions.

Covered individuals shall not, to the best of their knowledge, have a substantial ownership or financial interest that conflicts with their fiduciary duty.

- a) For purposes of these rules, a "substantial ownership or financial interest" is one which either contributes significantly to the individual's financial well-being or which enables the individual to significantly affect or influence the course of the business entity's decision-making.
- b) A "substantial ownership or financial interest" does not include stock in a purchase plan, profit-sharing plan, employee stock ownership plan (ESOP) or blind trust. Nor does it prohibit covered individuals from owning, through a mutual fund or other similar investment vehicle, the publicly traded shares of any employer with which SEIU or an Affiliate engages in collective bargaining or does business or which SEIU or an Affiliate seeks to organize, provided that all transactions affecting such interests are consistent with rates and terms established by the open market.

c) It is not permissible for any covered individual to:

- 1) Knowingly have a substantial ownership or financial interest in any entity that engages in collective bargaining with SEIU or any of its Affiliates; Employers Protection of member funds Fiduciary duty Examination of records Prohibited interests and transactions Definition SEIU 2016 53
- 2) Make or attempt to influence or participate in any way in a decision concerning the relations of SEIU or an Affiliate with a vendor, firm or other entity or individual in which the covered individual or his or her relative, spouse or business partner has a substantial ownership or financial interest; or
- 3) Engage in any self-dealing transactions with SEIU or any of its Affiliates, such as buying property from or selling property to SEIU, without the informed approval of the International Secretary-Treasurer (or Affiliate Secretary-Treasurer, as applicable), obtained after full disclosure, including an independent appraisal of the fair market value of the property to be bought or sold.

d) To ensure compliance with this Section, covered individuals are required to disclose any interests, transactions or interests covered by this Section in accordance with Section 3(b) of this Code.

#### Section 6. Payments and Gifts from Employers, Vendors and Members.

a) Covered individuals shall not knowingly accept any payments, benefits or gifts of more than minimal financial value under the circumstances presented from any employer that engages or seeks to engage in collective bargaining with SEIU or an Affiliate, or from any business or professional firm that does business or seeks to do business with SEIU or an Affiliate.

1) This Section does not extend to payments and benefits that are provided to covered individuals by prohibited employers as compensation for their primary and regular employment.

2) This Section does not extend to work and services that covered individuals perform for prohibited employers or businesses on a part-time basis, through an arm's length transaction and for normal and customary pay for such work or services.

3) This Section does not extend to participation in events hosted by public officials involving discussion of public policy matters.

4) With respect to perishable items that are more than minimal but that are impracticable to return, such as food, it shall be considered compliance with this Section to discard such an item or place it in a common area for members and office staff to enjoy. If the gift is discarded or enjoyed communally, it is recommended that the giver should be advised of this disposition to dispel the appearance of any conflict of interest on the part of any covered individual and to discourage recurrence.

b) Covered individuals shall not knowingly accept personal payments or gifts from any member, absent a personal relationship independent of the relationship between the Union and the member, other than a gift of minimal financial value. This provision does not apply to contributions to campaigns for union office made in accordance with the SEIU Constitution and Bylaws.



Section 7. Conversion of Union Funds and Property. Covered individuals shall not use, convert or divert any funds or other property belonging to SEIU to such individual's personal benefit or advantage.

Section 8. Applicability to Third Parties. The principles of this Code apply to those investments and activities of third parties that amount to a subterfuge to conceal the financial interests of SEIU officers or employees or to circumvent the standards of this Code.

Section 9. Certain Loans Prohibited. SEIU shall not make loans to any officer or employee, or to any of their family members, that at any time exceed \$2,000 in total indebtedness on the part of such officer, employee or family member.

#### PART D: BENEFIT FUNDS AND RELATED ORGANIZATIONS

Section 10. Obligations of Covered Individuals.

a) Benefit Funds.

1) For purposes of this Section:

a. A "benefit fund or plan" means a retirement, health or welfare benefit fund or plan sponsored by SEIU or an Affiliate, or in which SEIU or an Affiliate participates.

b. The definition of "substantial ownership or financial interest" provided in Section 5 applies.

2) Covered individuals who serve in a fiduciary position with respect to or exercise responsibilities or influence in the administration of a benefit fund or plan shall not:

a. Have any substantial financial interest in, or any compromising personal ties to, any investment manager, insurance carrier, broker, consultant or other firm or individual doing business or seeking to do business with the fund or plan;

b. Accept any personal payment from any business or professional firm that does business or seeks to do business with the fund or plan, other than contractual payment for work performed; or Receive compensation of any kind for service as an employee representative or labor-designated trustee for a fund or plan, except for reimbursement of reasonable expenses properly and actually incurred and provided uniformly to such representatives or trustees, with the proviso that it is not a violation of this provision for an officer or managerial employee who is not a full-time employee of SEIU or an Affiliate to be a lawfully paid employee of a fund or plan if such employment is consistent with applicable legal restrictions and fully disclosed through appropriate reports.

3) To ensure compliance with this Section, all covered individuals shall disclose any interests, transactions or relationships covered by this Section in accordance with Section 3(b) of this Code.

4) No person shall serve in a fiduciary capacity or exercise responsibilities in the administration of a benefit fund or plan who has been convicted of any felony involving the infliction of grievous bodily injury or the abuse or misuse of such person's position or employment in an employee benefit plan to seek or obtain an illegal gain at the expense of the beneficiaries of the employee benefit fund or plan, except for the limited exceptions set forth in applicable federal law.

b) Related Organizations.

1) For purposes of this Section, an organization "related to" SEIU or an Affiliate means an organization

- in which 25 percent or more of the members of the governing board are officers or employees of SEIU or an Affiliate, or
- for which 50 percent or more of its funding is provided by SEIU or an Affiliate.

2) Covered individuals who serve in a fiduciary position with respect to or exercise responsibilities or influence in the administration of an organization related to SEIU shall comply with the provisions and shall hold themselves to the standards of the SEIU Code while they are acting for or on behalf of the related organization.

## PART E: FAMILY AND PERSONAL RELATIONSHIPS

### Section 11. Purpose of Rules Governing Family and Personal Relationships.

SEIU does not prohibit the employment of qualified relatives of current officers or employees, or of individuals with whom an officer or employee has a romantic or intimate personal relationship. SEIU also does not prohibit the retention of qualified vendors that employ relatives of current SEIU officers or employees or individuals with whom an officer or employee has a personal relationship. However, SEIU recognizes that the existence of such relationships can lead to problems, including favoritism or the appearance of favoritism toward relatives or those who are involved in a personal relationship. Giving these individuals special treatment – or creating the impression that they receive special treatment – is inconsistent with our principles of stewardship and accountability and with our duty to responsibly conduct the business of SEIU. The provisions of this part are designed to ensure that family or personal relationships do not influence professional interactions between the employees involved and other officers, employees and third parties.

### Section 12. Definitions.

For purposes of this part:

- a) "Relative" means parent, spouse, spousal equivalent, daughter, son, grandparent, grandchild, brother, sister, aunt, uncle, niece, nephew, first or second cousin, corresponding in-law, "step" relation, foster parent, foster child, and any member of the employee's household. Domestic partner relatives are covered to the same extent as spousal relatives.
- b) "Personal relationship" means an ongoing romantic or intimate personal relationship that can include, but is not limited to, dating, living together or being a partner or significant other. This definition applies regardless of gender, gender identification, or sexual orientation of the individuals in the relationship. This restriction does not extend to friends, acquaintances or former colleagues who are not otherwise encompassed in the scope of "personal relationships."

### Section 13. Prohibited Conduct.

The following general principles will apply:

- a) Applications for employment by relatives and those who have a personal relationship with a covered individual will be evaluated on the same qualification standards used to assess other applicants. Transmission to the appropriate hiring authority of applications on behalf of individuals who have a family or personal relationship shall not in itself constitute an attempt to influence hiring decisions. Further input into the application process, however, may be deemed improper.
- b) Covered individuals will not make hiring decisions about their relatives or persons with whom they have a personal relationship, or attempt to influence hiring decisions made by others.
- c) Supervisory employees shall not directly supervise a relative or a person with whom they have a personal relationship. In the absence of a direct reporting or supervisor-to-subordinate relationship, relatives or employees who have a family or personal relationship generally are permitted to work in the same department, provided that there are no particular operational difficulties.
- d) Covered individuals shall not make work-related decisions, or participate in or provide input into work-related decisions made by others, involving relatives or employees with whom they have a personal relationship, even if they do not directly supervise that individual. Prohibited decisions include, but are not limited to, decisions about hiring, wages, hours, benefits, assignments, evaluations, training, discipline, promotions, and transfers.
- e) To ensure compliance with this Section, all covered individuals must disclose to the Ethics Ombudsperson or the Affiliate Ethics Liaison, as appropriate, any relationships covered by this Section in accordance with Section 3(b) of this Code.

## PART F: ENFORCEMENT

### Section 14. Ethics Officer.

The office of the Ethics Officer is established to provide independent assistance to SEIU in the implementation and enforcement of the Code. The Ethics Officer shall be an individual of unimpeachable integrity and reputation, preferably with experience in ethics, law enforcement and the workings of the labor movement. The Ethics Officer shall provide his or her services under contract and shall not be an employee of the International Union or any of its Affiliates. The Ethics Officer shall be appointed by the International President and confirmed by the International Executive Board. The International President, the International Secretary/Treasurer, and the SEIU International Executive

Board may refer matters concerning the Code to the Ethics Officer for review and/or advice, consistent with Sections 22 and 23.

#### Section 15. Ethics Ombudsperson.

The office of SEIU Ethics Ombudsperson is established to oversee implementation and enforcement of the Code and ongoing efforts to strengthen the ethical culture throughout the Union. The Ethics Ombudsperson is responsible for providing assistance to the International Union and Affiliates on questions and concerns relating to the Code and ethical culture; directing the training of SEIU and Affiliate officers and staff concerning the Code and ethical culture; responding to ethics concerns and complaints consistent with Sections 17-23; receiving and resolving disclosures of conflicts of interest; assisting the Ethics Officer; and providing other support as necessary to the overall SEIU ethics program. The Ethics Ombudsperson, in consultation with the Ethics Officer, shall issue a report to the SEIU International Executive Board annually, summarizing compliance, training, enforcement, culture building and related activities, and making recommendations for modifications to the ethics program that he or she believes would enhance the program's effectiveness. The Ethics Ombudsperson may also conduct periodic reviews for the purposes of monitoring compliance with this Code and determining whether partnerships, joint ventures, and arrangements with management organizations conform to this Code, are properly recorded, reflect reasonable investment or payment for goods and services, further SEIU's tax-exempt purposes, and do not result in inurement, impermissible private benefit, or excess benefit transactions. The Ethics Ombudsperson shall be employed in the SEIU Legal Department

#### Section 16. Affiliate Ethics Liaison.

Each Affiliate shall appoint an Ethics Liaison who will be available for ethics advice or guidance, will serve as an Affiliate's key contact with the International's Ethics Ombudsperson, will assist in enforcement of the Code, will oversee the delivery of ethics-related training, will assist the Affiliate in strengthening its ethical culture, and will serve as an ethical leader in the Affiliate.

- a) Presidents, chief executive officers, secretary-treasurers, chief financial officers, chiefs of staff, and the equivalent of any of the foregoing are not eligible to serve as Ethics Liaisons.
- b) Affiliates are encouraged to consider rotating the Ethics Liaison position periodically, barring operational difficulties, to develop ethical leadership broadly in the Affiliate. Affiliates shall advise the SEIU Ethics Ombudsperson as soon as practicable of the appointment of Ethics Liaisons and of any vacancy that occurs in the position.
- c) Ethics Liaisons will regularly receive training from the International Union specific to the role. Affiliates should make every effort to ensure the participation of their Ethics Liaisons.

#### Section 17. Complaints.

- a) Any covered individual or member may file a written complaint concerning alleged violations of the Code. Oral concerns and complaints shall be reduced to writing for further processing as a complaint. Complaints should be signed or contain the name of the complainant(s), and shall be kept confidential pursuant to Section 24. Complaints alleging violation of the Code shall not be enforced under SEIU or Affiliate constitutions and bylaws unless they also allege violations of the constitutions and bylaws.

- b) The International Union shall post contact information for submission of ethics complaints on the SEIU website and shall provide that information on request.
- c) Each Affiliate shall provide its staff and membership with contact information for its Ethics Liaison.

#### Section 18. Complaints Handled by the International Union.

Complaints alleging violation of the Code that are submitted to the International Union or the Ethics Officer shall be referred initially to the SEIU Ethics Ombudsperson. The Ethics Ombudsperson shall review ethics complaints submitted to the International Union and shall respond to them in his or her discretion, including but not limited to providing advice or guidance, resolving them informally, directing them to resources outside the ethics office, and referring them to the Ethics Officer or Affiliate for further processing. The individual submitting the complaint shall be notified of the status of the complaint as appropriate in the discretion of the Ethics Ombudsperson but in all events upon its conclusion.

#### Section 19. Complaints Handled by Affiliate; Notice to Ethics Ombudsperson.

Ethics complaints that are raised with or referred to an Affiliate shall be investigated by the affected Affiliate and, where appropriate, may form the basis of employee discipline or formal internal union charges to be processed before a trial body in accordance with the requirements set forth in the Affiliate's constitution and bylaws and/ or the SEIU Constitution and Bylaws. The Ethics Ombudsperson may advise an Affiliate concerning matters related to the investigation and processing of complaints and charges alleging violation of the Code. Where a complaint involves an Affiliate's president, chief executive officer, chief of staff, secretary-treasurer, chief financial officer, or the equivalent, the Affiliate shall notify the Ethics Ombudsperson as soon as practicable. The Ethics Ombudsperson may consult with the Ethics Officer concerning any question referred by an Affiliate.

#### Section 20. Failure to Cooperate; Bad Faith Complaints.

Unreasonable failure by a covered individual to fully cooperate with a proceeding or investigation involving an ethics complaint or alleged violation of this Code shall constitute an independent violation of this Code. SEIU reserves the right, subject to notice, investigation and due process, to discipline persons who make bad faith, knowingly false, harassing or malicious complaints, reports or inquiries.

#### Section 21. Original Jurisdiction.

- a) Requests for Original Jurisdiction. If an Affiliate or an Affiliate executive board member, officer, or member believes that formal internal union charges against a covered individual that also allege violations of this Code involve a situation which may seriously jeopardize the interests of the Affiliate or the International Union, or that the hearing procedure of the Affiliate will not completely protect the interests of the Affiliate, an officer or member, that individual may request that the International President assume original jurisdiction under Article XVII, Section 2(f) of the SEIU Constitution and Bylaws.

- b) Assumption of Original Jurisdiction by International President. In accordance with Article XVII, Section 2(f) of the SEIU Constitution and Bylaws, the International President may in his or her discretion assume original jurisdiction of formal internal union charges also alleging violation of this Code if as a result of an investigation he or she believes that the charges filed against a covered individual involve a situation which may seriously jeopardize the interests of the Affiliate or the International Union. In his or her discretion, the International President may refer the matter to the Ethics Officer for a recommendation concerning the possible assumption of original jurisdiction.

#### Section 22. Referral of Formal Charges to Ethics Officer.

If formal internal union charges filed with the International Union under Article XVII, Section 3 of the SEIU Constitution and Bylaws also allege violation of the Code by an officer or executive board member of the International Union or an Affiliate, such charges may be referred to the Ethics Officer for review and recommendations.

#### Section 23. Review of Claims by Ethics Officer.

- a) If after review of the allegations of violations of the Code in a complaint or formal charge, the Ethics Officer finds that the allegations have merit and/or warrant further investigation, he shall recommend a response or course of action for the International Union to respond to the complaint or charges, including but not limited to the following:
  - 1) Further investigation by SEIU personnel and/or outside investigator(s);
  - 2) Filing of formal charges under Article XVII of the SEIU Constitution and Bylaws;
  - 3) Assumption of original jurisdiction by International President pursuant to Article XVII, Section 2(f) of the SEIU Constitution and Bylaws;
  - 4) Appointment of an outside hearing officer to conduct a trial under Article XVII, Section 3 of the SEIU Constitution and Bylaws;
  - 5) Discipline of covered employees;
  - 6) Sanction of covered officers or members accused in formal proceedings, and
  - 7) Other action deemed appropriate in the discretion of the Ethics Officer.
- b) If the Ethics Officer concludes, after review of allegations of violations of the Code, that the allegations are without merit or that further investigation is not necessary, he or she shall advise the International Union of his or her findings.

### PART G: PROTECTION OF WHISTLEBLOWERS

#### Section 24. Confidentiality.

SEIU will make all reasonable efforts to keep confidential the identity of any person(s) raising an ethics concern, inquiry, report or complaint under the Code unless disclosure is authorized by the complainant

or is required for SEIU to carry out its fiduciary or legal duties. SEIU will also treat communications concerning ethics complaints or concerns with as much confidentiality and discretion as possible, provided that it remains able to conduct a complete and fair investigation, carry out its fiduciary and legal duties, and review its operations as necessary.

#### Section 25. No Retaliation.

SEIU encourages all officers and employees to bring ethics concerns and complaints that the Code has been violated to the attention of the Union, as set forth more fully in Part F above.

- a) SEIU expressly prohibits retaliation against covered individuals and members for:
  - 1) Making good faith complaints, reports or inquiries pursuant to this Code;
  - 2) Opposing any practice prohibited by the Code;
  - 3) Providing evidence, testimony or information relative to, or otherwise cooperating with, any investigation or enforcement process of the Code; and
  - 4) Otherwise participating in the enforcement process set forth in PART F above.
- b) In particular, SEIU will not tolerate any form of retaliation against Affiliate Ethics Liaisons for performing their responsibilities.
- c) Any act of alleged retaliation should be reported to the SEIU Ethics Ombudsperson or the Affiliate Ethics Liaison immediately and will be responded to promptly.

## **APPENDIX B - ELECTION SERVICES PROVIDED BY SEIU LOCAL 517M**

In furtherance of the Union's commitment to provide for a fair and impartial election process and its obligation to protect the privacy of its members, the following policy is hereby adopted:

1. No Union membership list, in part or in whole, shall be released to any group, individuals or to any member of the Union for any purpose other than to existing SEIU Local 517M Executive Officers and SEIU Local 517M Executive Board Members for official Union business only.
2. A candidate whose name appears on the ballot as prepared by the SEIU Local 517M Election/Tally Committee, may request to mail election-related material to a Union member's home address or emailed to a Union member's home email address.
3. Any such request shall be:
  - a) in writing,
  - b) addressed to the Staff Liaison of the Election/Tally Committee in care of the Union office,
  - c) include the actual material to be sent, and
  - d) received at least fifteen (15) calendar days for mail or five (5) calendar days for email before the requested distribution date.
4. The Election/Tally Committee, or its Chairperson, shall determine whether the material requested to be sent is bona fide election related.
5. If it is determined to be election-related, the Union shall mail the material to the membership or email the membership at their home email address. The Union reserves the right to have large bulk mailings processed by a mailing service.
6. Any such mailings shall be done in blocks of members only, that is, either by the appropriate Chapter or Department, or the Union as a whole.
7. The candidate shall provide, in advance, the cost of printing and/or sufficient paper, envelopes and postage for the mailing at his or her own expense.
8. Any unfavorable determination by the Election/Tally Committee, or its Chairperson, pursuant to #4 above, shall be subject to the Internal Complaint Procedure.
9. The candidate profile information included with the election ballot shall include the candidate's name, current work position, work history, SEIU Local 517M or other experience that qualifies the candidate for the elected position.
10. No campaign statements shall be included in the candidate profile information included with the election ballot.
11. The Election/Tally Committee shall meet prior to a general election to review and set the election process calendar.



## **APPENDIX C – MEETING CONDUCT**

In order to make a more efficient Union and respect the rights and time of all attendees, the following guidelines for meetings are provided:

- Show up on time and come prepared.
- Stay mentally present and keep outside distractions to a minimum.
- Contribute to meeting goals.
- Encourage everyone to participate.
- Listen with an open mind.
- Think before speaking.
- Stay on topic.
- Attack the problem, not the person.
- Be mindful of the use of electronics.
- Stay timely with comments.