Service Employees International Union

United Service Workers West

Constitution & By Laws

United Service Workers West

SEIU

SEIU United Service Workers West

Our Vision

We envision a society...

Where all workers and their families live and work in dignity and equality.

Where all workers have living wages, quality healthcare, paid leave, and a safe and respectful work environment.

Where workers have a meaningful voice in decisions that affect them.

Where families live in stable and safe communities with quality, affordable housing and education for their children, and a clean, sustainable and healthy environment.

Where the collective power of workers is realized in democratic and progressive unions.

Where union solidarity stands firm against discrimination and hatred in all forms, including those based on race, gender, creed, color, national origin, sexual orientation, gender expression, marital status, ancestry, age, disability and immigration status.

Where politicians are held accountable to the needs of workers and our communities, rather than to corporations and the rich.

Our Mission

SEIU USWW will lead the way to a more just and humane society; building power for all service workers by developing member leadership and activism, winning strong contracts, organizing unorganized service workers, building political and community power and engaging in direct action that demonstrates our strength and determination to win.

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Article 1 – Name

This Union shall be known as SEIU United Service Workers West (USWW) and by other names that the Executive Board shall from time to time designate, subject to the approval of the International Union. The Union shall hereinafter be referred to as "USWW," "the Union," or "the Local."

Article 2 – Affiliation

USWW is affiliated with the Service Employees International Union (SEIU), Change to Win and the Canadian Labour Congress. In addition, the Union is affiliated with the California Labor Federation, AFL-CIO, and shall affiliate with all other appropriate Joint councils, Service Councils, and state and local labor bodies as determined by the Executive Board, and with all other appropriate regional and craft bodies. All such affiliations are subject to the approval and determination of the International Union.

Article 3 – Jurisdiction

The jurisdiction of USWW shall be as determined by the International Union from time to time.

Article 4 – Membership

A. There shall be no discrimination against any member, or any applicant for membership, by reason of race, creed, color, religion, gender, gender expression, sexual orientation, marital status, national origin, citizenship status, ancestry, age, disability or political persuasion.

B. Newly admitted members shall subscribe to the membership obligation set forth in the International Constitution and Bylaws which is reprinted below. This membership obligation shall not be construed to require any individual member to waive any of their legal rights.

C. Every member, by virtue of his or her membership in this Local Union, is obligated to adhere to and follow the terms of these Bylaws, the International Constitution and the rules, policies and procedures promulgated in accordance with those Constitutions.

D. Members shall have the right to receive accurate and timely information relating to the affairs of the Union.

E. New members shall receive information on members' financial obligations and information on available union benefit programs.

F. Membership Obligation:

"I sincerely pledge upon my honor that I will faithfully observe the constitution and bylaws of this Union and of the Service Employees International Union.

"I promise never to discriminate against a member on account of race, creed, color, religion, sex, sexual orientation, disability, national origin, ancestry, or age, nor will I knowingly wrong a member or see a member wronged if it is in my power to prevent it.

"I agree to educate myself and other members in the history of the labor movement and defend to the best of my ability the principles of trade unions."

G. Categories of Membership

1. Regular Members
   a. A Regular Member is an individual employed in a bargaining unit for which USWW is the recognized bargaining agent for matters relating to wages, hours and other terms and conditions of employment.
   b. A USWW or SEIU Officer or staff member is also eligible to be a Regular Member.
2. Casual Members. In the event of unusual employment conditions where there are varying work assignments for individuals employed in a bargaining unit for which USWW is the recognized bargaining agent, the Executive Board may establish criteria and conditions that classify such individuals as Casual members. A casual member retains all rights and benefits provided for in the collective bargaining agreement applicable to the craft under which s/he is employed and shall pay a service fee on a per-shift basis not to exceed the highest monthly dues established for any member of this Union. A casual member shall not be allowed to vote and shall not be eligible for nomination as an Officer, Executive Board Member or as a member of the Board of Auditors until such time as s/he becomes a regular member.
3. Associate Members.
   a. An Associate member must be an individual who is not part of a bargaining unit for which USWW is the recognized bargaining agent and is part of a group or an individual that has been approved by the USWW Executive Board as being eligible for Associate Membership.
   b. The Executive Board shall be permitted to enact procedures and regulations to implement the establishment of the Associate Member classification of membership, subject to the guidelines of the International Union.
4. Retired Members. Retired members shall be entitled to maintain membership in USWW and shall pay less than the full dues required for working members of the Local, but shall not be eligible for nomination as an Officer, Executive Board Member, or as a member of the Board of Auditors.

Article 5 – Industry Councils

A. Each Industry comprising a significant division of the Union as determined by the Executive Board shall be represented by an Industry Council, composed of the Executive Board members elected from industrial constituencies assigned to it by the Executive Board and its Industry Vice President (if eligible). The President may also appoint advisory members of the Industry Councils from the leadership ranks of each industry.

B. The duties and responsibilities of the Industry Council shall be:

1. The development of the Industry Bargaining Strategy.
2. Overseeing the implementation of the bargaining strategy as it relates to the agreements and the campaign.
3. Achieving high levels of density in the industry through the development of a strategy to organize unorganized workers in the industry.
4. The development and execution of an industry wide leadership development program.
5. The development and execution of an activist recruitment and development plan for the industry.
6. Ensuring that there are effective and vibrant steward/worksite leader councils.
7. Work in conjunction with the COPA committees to ensure that there are high levels of COPA participation amongst the membership.
8. Develop a plan to build political power which will aid the industry group in building power.
    a. Coordinate with the political department around this plan.
    b. Ensure that the agreed upon plan is executed.
9. Ensure the participation of the industry in all union wide initiatives or campaigns.
10. Work collaboratively with staff assigned to the industry to ensure that these goals are accomplished.
11. Work collaboratively with the other industry councils.

C. Industry Councils shall operate under the following rules:

1. Councils may meet as often as the Council deems necessary.
2. Councils shall be required to meet at least four (4) times per year, in each quarter of the year.
3. At least one of these quarterly meetings must be a joint meeting of both regional industry councils.

Article 6 – USWW Leaders

A. In order to build an organization, which is effective in realizing its vision and executing its mission, USWW commits itself to the recruitment and development of rank and file leaders from all areas of the membership. A strong, democratic and effective Local Union is built on a solid foundation of rank and file leaders.

B. All who aspire to and accept the responsibility of leadership within this union are duty-bound to:

1. Know the union's vision, mission, program, and operational structure of this organization.
2. Know the collective bargaining agreement under which they are covered and the benefits and protections it provides.
3. Look for opportunities to connect members to the ongoing work of the union.
4. Educate and orient new members to the Union.
5. Seek to educate themselves on the current political environment facing working families in our region and in the United States.
6. Through word and action support pro-worker, pro-union candidates for elected municipal, county, state, or federal office.
7. Listen to the concerns and aspirations of the general membership, be open to creative solutions that may not be their own and respect the legitimate opinions of other members.
8. Organize and mobilize the membership for issues which advance the interests of social and economic justice.
9. Do work which supports non-Union workers as they seek to join our union or other organized labor organizations.
10. Volunteer their time and talents towards the strengthening of this union.

Article 7 – Stewards

A. Stewards are the work site leaders of the Union. A strong, democratic and effective Union is built on a solid foundation of stewards at each work site. The responsibilities and the roles of a steward are defined by this Constitution and Bylaws, Union policies and procedures, and the provisions of the collective bargaining agreements that are negotiated with the employers.

B. The diversity and complexity of the Union allows for a general description of the stewards' roles and responsibilities in this Constitution and Bylaws. The Executive Board shall set policies as necessary on all matters relating to stewards except the basic policy shall be that stewards shall be chosen by the members within a specifically defined unit within the work site.

C. A Steward has no greater rights than any of the members in his/her unit. However, the responsibilities of a steward do outweigh those of other members. Being a steward

requires that personal positions are subordinate to those positions that represent the highest good to the members of the unit.

D. Stewards shall serve without compensation. However, based on the financial ability of the Union, the Executive Board shall consider and establish guidelines and policies regarding reimbursement for lost time wages and "out of pocket" expenses.

E. The Local shall provide regular training sessions to acquaint new and continuing stewards with their duties and responsibilities. These duties and responsibilities shall include but are not limited to:

1. Enforcing the collective Bargaining Agreement, handling problems and grievances and acting as the first line of contact with management on the work site.
2. Seeing that new workers are given the proper orientation.
3. Distributing and posting all appropriate information s/he receives from the Union and updating the Union Bulletin Board.
4. Communicating Union policy to membership at the site s/he represents and conveying to the Union leadership the concerns and problems of the membership.
5. Monitoring dues and membership obligations and new hires and other members.
6. The Steward represents his/her work site in appropriate meetings of the Union and is responsible for representing the interests of the members in their absence.
7. Maintaining overall Union visibility and enthusiasm at the worksite.
8. Organizing a strong and united workplace and contributing to organizing the unorganized in the community.
9. Becoming familiar with their duties and responsibilities by completing the mandatory training and retraining sessions provided by the Local.
10. Perform duties and work under the direction and supervision of the Local Union staff or Executive Board.
11. Attend official Union meetings.
12. Keep the Union informed as to the death of members and their relatives; changes in addresses of members; members on leave of absence or entering military service; members hospitalized and/or disabled; employees who have not joined the Union and all other pertinent information concerning the membership.
13. Aggressively support the programs of the Union and notify all members about Union policies and activities.

F. A steward election shall be called to fill a vacancy or to choose a steward for a newly defined unit within a work site. A steward must first be elected by a majority of the members in his/her specifically defined unit and shall be entitled to serve for a minimum of three (3) years. Upon completion of this 3 year term, and upon the submission of a petition bearing the signatures of at least 30% of the members in his/her work unit, a new steward election shall be called. If no such petition is submitted within 3 months prior to the completion of the 3 year term or no later than 3 months following the completion of the 3 year term, the steward shall continue in office for an additional 3 year term.

G. A steward may be recalled, and a new steward election shall be called to choose a replacement, during his/her 3-year term of office upon the submission of a petition bearing the signatures of 50% of the members in his/her work unit.

Article 8 – Stewards Councils

A. Each appropriate collective bargaining unit or other appropriate Union subdivision as approved by the Executive Board shall establish a Steward Council consisting of all affected Stewards when it is feasible and advantageous to do so.

B. Steward Councils are the vehicles for defending the contract and the rights of our members on a daily basis.

C. Steward Councils share the responsibility for organizing the work site by sharing and distributing the responsibilities of the individual steward.

D. Steward Councils are a forum for discussing common problems and concerns and establishing effective solutions.

E. Steward Councils help to develop an effective system of work site communication including distribution systems for written material, updating bulletin boards, holding work site meetings, and other activities.

F. Steward Councils facilitate discussion and dialogue on issues, union activities, training and education, and other concerns.

G. Steward Councils shall operate within guidelines approved by the Executive Board on such matters that include but are not limited to: structure, officers, chief stewards and other appropriate policy matters. Only official Union Stewards may be allowed to attend Stewards Council meetings.

Article 9 – Executive Board and Officers

The Executive Board is the governing body of the Union elected every three (3) years. All legislative authority is vested in the Executive Board and the Executive Board is authorized and empowered to take all lawful action consistent with the Constitution and Bylaws of the Union. All Executive Board members, other officers, and members of the Board of Auditors are considered officers of this Union. All such officers, whether elected or appointed, shall meet the qualifications set forth in Article 12, §B, unless such qualifications are waived as provided for in that Article and elsewhere in this Article.

A. The Executive Board shall consist of a full-time President, a Secretary-Treasurer, a First Vice President, At-Large Vice Presidents, Area and Industry Vice Presidents as determined and authorized from time to time by the Executive Board pursuant to Sections J & K of this Article and Industry Delegates.

B. The Executive Board shall be comprised of two (2) geographical regions, North and South. The Union-wide (General) Executive Board shall meet twice a year. The Northern and Southern Regional Boards shall also meet twice a year in between the General Executive Board meetings in their respective Regions. These meetings, shall be open to all members, and be held on a regular schedule that is known generally to the membership.

C. Industry Delegates by Industrial Constituency:

Northern Regional	*Southern Regional*
Airports	Airports
Entertainment	Entertainment
Janitorial	Janitorial
Racetracks	Racetracks
Residential	Residential
Retail	Retail
Security	Security
Stadium & Arena	Stadium & Arena

All Industry Delegates shall be elected at-large (by all Regular Members working in bargaining units) within their industries in their region. The apportionment of delegates is determined by the Reapportionment Committee per the provisions of Article 12, §A and is to be based on one (1) seat per seven hundred fifty (750) members, however, each Industry shall be entitled to a minimum of one (1) delegate per region. The Executive Board shall have the authority to create new Industry Councils and Industrial Constituencies whenever the President recommends such creation in order to build the power of the Union, or to abolish or consolidate such Councils should the jurisdiction of USWW be changed by the International Union or if the membership of any such industry changes in size.

D. The Executive Board shall have the authority, among other inherent powers, to:

1. Approve expenditure requests; and approve other business matters as needed. Regional Boards shall make recommendations regarding regional expenditures; and approve other regional business matters as needed
2. The Executive Board shall adopt an annual budget.
3. The Executive Board is authorized to establish policies and procedures that are required for the direction and operation of the Union, including procedures for the selection of delegates to the Union Convention and any and all other special conferences and/or Convention of the Union.
4. The Executive Board shall establish the compensation for the full-time officers of the Union.

5. The Executive Board shall approve the compensation, terms and conditions of employment for the staff of the Union.
6. Contracts for services rendered to the Union shall be approved by the Executive Board. These contracts shall include but are not limited to: legal services, member benefit programs, auditing services, and facility leases.

E. Rules & Procedures of the Executive Board.

1. Special meetings of the Executive Board and Regional Boards may be called by the President, or the Executive Board and Regional Boards may call a special meeting based upon a request from one-half of the Board members.
2. All meetings of the Executive Board and Regional Boards shall be conducted in accordance with the current edition of Robert's Rules of Order.
3. Minutes of regular and special meetings shall be presented in writing to the Executive Board and Regional Boards for adoption at their next regularly scheduled meeting.
4. A majority of the filled seats of the Executive Board and Regional Boards shall constitute a quorum for the transaction of Union business at a meeting of the Board(s).
5. 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.
6. In the event that any member of the Executive Board fails to attend three (3) consecutive regular meetings in combination, of the Executive or Regional Boards, without a reason approved by the Executive Board, that member's seat shall be declared vacant. An Executive Board member is subject to charges for missing meetings without an excuse and subject to removal after a hearing of the charges.
7. Members not satisfied with a ruling of the Executive Board or its designated committee may appeal the action complained of to a meeting of the General Membership. A vote of three-quarters of a General Membership meeting shall be sufficient to return a decision back to the Executive Board for reconsideration. The original Executive Board decision shall remain in effect pending resolution of the matter. Such an appeal cannot be made later than the second General Membership meeting following the Executive Board meeting at which the action complained of was taken.
8. Members not satisfied with a ruling of the Executive Board regarding election-related disputes or disciplinary decisions pursuant to the Board's Trial process, and unable to achieve satisfaction by appealing to the Local General Membership meeting, may petition the International President or the International Executive Board within fifteen (15) days after the action of the Local Executive Board or its designated committee complained of, or within fifteen (15) days of the action of a General Membership meeting.
9. Industry Delegates shall serve without compensation but shall be reimbursed for any lost-time wages and "out of pocket" expenses, however, the Executive Board may provide for a small stipend for regular attendance at Board meetings and official Executive Board functions.

10. If an Industry Delegate ceases to be a Regular Member in good standing or ceases to be a Regular Member of his/her industrial constituency, that Delegate seat on the Executive Board shall be declared vacant and filled by the procedures set forth elsewhere in this Article.
11. In the event of a vacancy in the office of Industrial Delegate the Regional Board shall appoint a Steward from that Industrial constituency to fill the unexpired portion of the term. All Stewards shall be notified of the vacancy and the procedures for filling the position.
12. In the event a new Industry Council is created, the Executive Board shall appoint a Steward from the new industrial constituency as Industry Delegate, who shall serve until the next general election.

F. President

The President shall be a Regular Member elected by the Regular Members at large to serve as the Union's chief executive officer on a full-time basis. Regular members are defined in Article 4 of this Constitution and By-laws. It shall be the President's duty to administer the affairs of the Union and to implement the policies of the Union on a day-to-day basis. The President's duties shall include but are not limited to:

1. Complying with the mandates of all membership votes and/or decisions of the Executive Board.
2. Presiding at all meetings of the Executive Board and Regional Boards and at membership meetings, conferences, conventions and other Union functions as necessary.
3. Exercising the sole authority to hire, fire, assign and direct the Local's staff in accordance with any applicable bargaining agreement, rules, laws and regulations regarding discrimination and pursuant to any staff related policies adopted by the Executive Board.
4. Assigning and directing the Local's staff within an operating budget approved by the Executive Board.
5. Calling special meetings of the Executive Board, Regional Boards, membership or specific committees and other bodies of the Union as necessary.
6. Together with the Secretary-Treasurer, signing all checks, vouchers, financial contracts and agreements subject to the policies of the Executive Board and the Constitution and By-laws.
7. Signing all collective bargaining agreements as the Union's official representative after ratification of the membership and signatures of the appropriate negotiating committees and/or staff. In certain circumstances the President may designate another statewide officer or senior staff member to sign an agreement if in the judgment of the President the interests of the Union so indicate.
8. Representing the Union in the community, in the media and at meetings, conferences or conventions of organizations that the Local is affiliated with and generally acting as the chief spokesperson for the Union.
9. Voting on any matter before the Executive or Regional Boards where his/her vote shall be the deciding vote.

10. Fulfilling such other duties as his/her office requires and as are consistent with the Constitution and By-laws.
11. Presenting, along with the Secretary-Treasurer, an annual budget to the Executive Board for their review, discussion and final adoption.
12. Notifying the International Union in writing when any collective bargaining Agreements or memoranda of understanding have been concluded and the number of employees covered, and sending copies of collective bargaining agreements and contracts entered into by the Union to the International Union.
13. As the Chief Executive Officer, the President shall serve as the Union's first delegate to the SEIU International Convention and to all other conferences and conventions for which USWW is eligible for participation.
14. Serving as an ex-officio member of all committees of the Union.
15. Providing membership accessibility to financial records Executive and Regional Board minutes; the Executive Board shall adopt reasonable rules and procedures for this process that shall not abridge the rights of the membership nor unduly burden the President and his/her assigned staff.
16. Being covered by the appropriate bond and provide for the bonding of any other individuals including the Secretary-Treasurer and approved by the Executive Board. The cost of any bonds shall be at the Local's expense.
17. Forwarding, along with the Secretary-Treasurer, copies of the Annual Audit, LM-2's and other required filings to the International Union.
18. Notifying the International of all those elected to office within 15 days of the Executive Board election.
19. In the event of a vacancy in the office of the President, an election to fill the unexpired term of office shall be held within one year from the date of vacancy. The Executive Board shall within thirty (30) days of the vacancy appoint an acting President who shall serve until the new President is confirmed in office. If a regular General Election is scheduled to take place within 18 months of the vacancy, the acting President shall serve until the new President, elected in that election, is installed in office. If a member who is appointed to fill the vacancy in the office of the President is not eligible to be nominated for the office of the President at the time of the next scheduled General Election because he/she has not been a member in good standing for at least two (2) years, the Executive Board of the Local will request from the International President a waiver of the two (2) year eligibility requirement for the entire membership prior to nominations.

G. First Vice President

The First Vice President shall be a Regular Member elected by the Regular Members at large and shall work under the direct supervision of the President, performing such duties as assigned to him/her by the President.

1. The First Vice President's duties shall include:
    a. In the absence of the President, presiding at all meetings of the Executive/ regional Boards and at membership meetings, conferences, conventions and other functions as necessary.

b. Working with staff at the direction of the President to aid and assist in implementing the different programs of the Union.

2. In the event of a vacancy in the office of First Vice President, the President shall have the authority, by and with the advice and consent of the Executive Board, to appoint a replacement from among the Regular Members, who shall serve out the remainder of the First Vice President's term.

3. As an at-large officer, the First Vice President shall serve as an automatic delegate to the SEIU International Convention and all other Conferences and Conventions in which USWW is eligible to participate.

H. Secretary – Treasurer

The Secretary-Treasurer shall be a Regular Member elected by the Regular Members at large to assist the President and the Executive Board in maintaining the financial and other records of this Union. The Secretary-Treasurer's duties shall include:

1. Together with the President, signing all checks, vouchers, financial contracts, and agreements subject to the policies of the Executive Board and this Constitution and By-Laws. Forwarding, along with the President, copies of the Annual Audit, LM-2's and other required filings to the International Union and other duties assigned by the President.

2. Working with professional staff to aid and assist in maintaining accurate records of all the financial affairs and the membership records and information of the Union.

3. The Secretary-Treasurer and the Board of Auditors shall make a semi-annual report, certified by a Certified Public Accountant, which shall be published to the membership.

4. Assuring that accurate minutes of each Executive Board meeting are kept and presented at General Membership meetings, and presented to the Executive Board for formal adoption.

5. Along with the President, presenting an annual budget to the Executive Board for their review, discussion and final adoption.

6. As an at-large officer, the Secretary-Treasurer shall serve as an automatic delegate to the SEIU International convention and to all other conferences and conventions in which USWW is eligible to participate.

7. In the event of a vacancy in the office of Secretary-Treasurer, the President shall have the authority, by and with the advice and consent of the Executive Board, to appoint a replacement from among the Regular Members, who shall serve out the remainder of the Secretary-Treasurer's term.

I. At-Large Vice Presidents

The At Large Vice Presidents shall be Regular Members elected by the Regular Members at large and shall work under the direct supervision of the President, performing such duties as assigned to him/her by the President.

1. The At-Large Vice Presidents' duties shall include:

   a. Supervision of a specific geographic area of the Union as directed by the President, and/or,

   b. Managing a specific program or activity of the Union as directed by the President.

2. In the event of a vacancy in the office of At-Large Vice President, the President shall have the authority, by and with the advice and consent of the executive Board, to appoint a replacement from among the Regular Members, who shall serve out the remainder of the At-Large Vice President's term.
3. As an at-large officer, the At Large Vice Presidents shall serve as automatic delegates to the SEIU International Convention and all other Conferences and Conventions in which USWW is eligible to participate.

J. Area Vice President

Area Vice Presidents shall be elected in specific geographic districts as determined by the President with the advice and consent of the Executive Board.

1. The Area Vice Presidents' duties shall include:
    a. In the absence of the President, representing the Union in the community, in the media and at meetings, conferences or conventions of organizations that the Union is affiliated with in their districts and generally acting as the spokesperson of the Union within their districts.
    b. Working with staff at the direction of the President to aid and assist in implementing the different programs of the Union.
2. In the event of a vacancy in the office of Area Vice President, the President shall have the authority by and with the advice and consent of the Executive Board, to appoint a replacement from among the Regular Members within the district, who shall serve out the remainder of the Area Vice President's term.
3. As an officer, the Area Vice Presidents shall serve as automatic delegates to the SEIU International Convention and all other Conferences and Conventions in which USWW is eligible to participate.

K. Industry Vice Presidents

Industry Vice Presidents shall be Regular Members, employed in a bargaining unit of which USWW is the recognized bargaining agent in the regional industrial constituency they seek to represent, elected by the Regular members working in such bargaining units, provided there are at least 1,000 members in that industry in within their region. Upon creation of any such additional positions the President may, by and with the advice and consent of the executive Board, no later than eight (8) months prior to the next scheduled general election of officers, as defined in Article 12 of this Constitution, issue interim appointments for these additional Industry Vice President Positions from the Regular Membership of the specific division to be represented. Following such appointment any person holding these Industry Vice President positions must stand for election. Industry Vice Presidents shall be responsible for working with staff and leaders to build power in their respective industries.

1. The Industry Vice Presidents' duties shall include:
    a. Convene meetings of their regional industry council.
    b. Work with staff assigned by the President to perform the duties and responsibilities of their industry council.
    c. Set the Agenda for the meetings of their regional industry council.
    d. Keep a record of the proceedings and decisions of their regional industry council.

e. Report to Executive Board on the business of their industry council.

2. In the event of a vacancy in the office of Industry Vice President, the President shall have the authority, by and with the advice and consent of the Executive Board, to appoint a replacement from among the Executive Board members on the regional industry council, who shall serve out the remainder of the Industry Vice President's term.

3. As an officer, the Industry Vice Presidents shall serve as delegates to the SEIU International Convention in accordance with the delegate selection procedures specified in Article 14.

Article 10 – Board of Auditors

A. In addition to electing an Executive Board, every three (3) years a separate Board of Auditors shall be elected consisting of three (3) Regular Members who are employed in bargaining units of which USWW is the recognized bargaining agent, and three (3) alternates which shall also be Regular Members of the Union employed in bargaining units of which USWW is the recognized bargaining agent.

B. The Board of Auditors shall be elected by the Regular Members at large, as defined in Article 4, of this Constitution and By-laws.

C. The Board of Auditors shall elect a Chairperson from among its members.

D. The Board of Auditors shall present a financial statement to the Executive Board on a semi-annual basis. In addition, the semi-annual financial statement shall be available for Regular Members at general membership meetings.

E. The Board of Auditors, along with the President and Secretary-Treasurer, shall recommend the employment of a Certified Public Accountant to the Executive Board of the Union.

F. The Board of Auditors shall examine and review the books, records and accounts of the Union once during every six month period using the assistance of the Certified Public Accountant. This semi-annual report shall be presented to the Executive Board upon completion.

G. The Secretary-Treasurer and the Board of Auditors shall review the annual financial audit (and the mid-year audit review) of the Union prepared by the Union's certified public accountants, and forward comments on the audit to the Executive Board as they may feel appropriate. Their report (on the annual financial audit) shall be published in the Local's publication and available to the membership.

H. The members of the Board of Auditors shall serve without compensation but shall be reimbursed for any lost time wages and "out of pocket" expenses.

I. In the event of a vacancy in the Board of Auditors, the alternate who received the highest number of votes shall fill such vacancy. If such alternates were unopposed in the election and therefore received no votes, the President shall, with the advice and consent of the Executive Board appoint one of the alternates to fill the vacancy.

J. In the event that an additional vacancy arises, and there are no alternates remaining, all stewards shall be notified of the vacancy and the procedures that will be used by the Executive Board for filling the unexpired portion of the term.

Article 11 – Executive Committee

A. There shall be an Executive Committee of this Union comprised of the President, First Vice President, Secretary-Treasurer, At-Large Vice Presidents, Area Vice Presidents and Industry Vice Presidents.

B. The Executive Committee shall meet prior to Executive Board meetings and plan the agenda for those meetings and make recommendations to the Board on issues of importance to the Union.

C. The Executive Committee shall be empowered to make interim strategic decisions, which are consistent with the program and budget goals for the Union established by the Board and shall oversee the progress of USWW on achieving its programmatic goals.

Article 12 – Nomination, Election and Installation of officers

The General Election for all members of the Executive Board and the Board of Auditors shall take place every three (3) years and the first General Election shall take place no later than September 2013.

A. Reapportionment Committee

1. As early as eight (8) months prior to the general election of officers the President shall appoint, with the advice and consent of the Executive Board, a Reapportionment Committee to establish, apportion and certify industrial constituencies.
2. No member serving on the Reapportionment Committee may run for the office of Executive Board Member in the election for which s/he served on the Reapportionment Committee.
3. The Reapportionment Committee shall meet to establish, apportion and certify constituencies based on membership as of six (6) months prior to the general election of officers.
4. The Reapportionment Committee shall consist of two (2) members from each of the Union's divisions as defined by Article 5, §A. In addition, the President shall name a chairperson to the Committee.
5. The new constituencies shall be certified no later than six (6) months prior to the first election of officers.
6. Thereafter, prior to each new election of officers, a Reapportionment Committee appointed by the President with the advice and consent of the Executive Board, shall reapportion constituencies. The Committee will be appointed within 8

months of the month the election is to be held. Constituencies will be based on membership as of 6 months prior to the month of the election in the year that the election of officers is to be held.

B. Election Committee

1. An election Committee shall be established to conduct the affairs of the General Election. The Committee shall consist of seven (7) members, six of whom shall be elected at-large within each region. Three (3) members shall be elected from the Northern region and three (3) members shall be elected from the Southern region. In addition, the President shall name a Chairperson of the Committee who shall serve as the seventh (7th) member. The duties of the Election Committee shall be to:

   a. Conduct the affairs of the Election in accordance with the laws of the United States, the Constitution & Bylaws of USWW and SEIU and the established "best practices" of the Union.

   b. Establish safeguards to insure a fair and democratic election.

   c. Validate the qualifications of the nominees for candidacy.

   d. Supervise the tabulation of votes and the results and certify the election.

2. Election Committee members shall be elected at a special general membership meeting in each region to be held at least three (3) months prior to the General Election. The two (2) candidates at each regional meeting receiving the highest number of votes shall be elected. If the two highest vote getters are from the same division, the next highest vote getter not from the same division as the two highest vote getters shall be elected as the third member of the committee from that region. If the two highest vote getters are from different divisions, the third highest vote getter shall be elected as the third member from that region.

3. Members of the election committee shall not be nominated for any office, nor shall any candidate for office be appointed to the election committee.

4. A member not satisfied with a ruling of the Election Committee may petition the International President within fifteen (15) days after the act complained of, to review the action of the Election Committee pursuant to provisions of the International Constitution and Bylaws.

5. Lost time wages and other appropriate "out of pocket" expenses shall be paid for by the Local for members of the Election Committee.

C. Nominations

1. Nominations for all Officers, Members of the Executive Board and the Board of Auditors shall take place during the month that is two (2) months before the election month of the appropriate election year.

2. A member is eligible for nomination if s/he has been a member in good standing for at least two (2) years prior to the date of the nomination being certified. The International President may waive this provision in his/her discretion based on good cause shown.

3. The Election Committee shall prepare an official nominating petition for use in each general election.

4. The official nominating petition(s) must be signed by the nominee in order for the nomination to be considered valid.
5. The official nominating petition(s) shall be signed by:
    a. At least fifty (50) members in good standing of the appropriate seat or constituency of the Executive Board. For any constituency with less than one hundred fifty (150) members, signatures will only be required from 35% of the membership.
    b. At least one hundred (100) members in good standing for any area or divisional Vice Presidential office.
    c. At least two hundred (200) members in good standing for any office elected at large by the entire membership of the Union.
6. All nominees shall either be certified for candidacy or notified in writing of the reasons for their disqualification.
7. No member 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.

D. Election Procedures

1. The Election Committee shall provide adequate safeguards to ensure that a fair and democratic election shall be conducted.
2. Any candidate shall have the right to have an observer present at the counting of the ballots.
3. A plurality of members voting shall elect a candidate to office.
4. If only one candidate is nominated for a given office that candidate shall be declared elected without further procedures.
5. Every bona fide candidate for office shall have the right, once within the thirty (30) days prior to an election in which s/he is a candidate, to inspect a list containing the names and last known addresses of all members of the particular constituency of the office being sought.
6. The General Election shall be held in same month of the appropriate year every three (3) years following the first election as specified in the first paragraph of this Article.
7. All members shall be notified of the election procedures at least fifteen (15) days prior to conducting the election, via U.S. Mail to their last known address.
8. Each candidate shall be encouraged to prepare a statement of qualifications and a platform statement. Each of the two (2) statements shall not be longer than 200 words. These statements shall be included in a "Voters Pamphlet" along with the official election notice.
9. No candidate (including a prospective candidate) for any office in this Local or affiliate body or supporter of a candidate may solicit or accept financial support or any other direct or indirect support of any kind from any nonmember of the Service Employees International Union.
10. No write in or proxy voting shall be allowed. The Union shall refrain from discrimination in favor of or against any candidate. The Union will comply with all reasonable requests of any candidate to distribute by mail or otherwise, at

the candidate's expense, campaign literature in aid of that person's candidacy. In addition, any such assistance given to any candidate shall also be made available to all other candidates, at their own expense.

11. Balloting shall be on-site at each office of the Local and at such other additional sites as the election committee may designate so as to insure the maximum participation by the membership, and shall be scheduled so as to be completed no later than last day of the month in which the election is held, if at all possible. Members shall also have the option of voting by mail, by requesting a ballot to be mailed to their home, pursuant to procedures the Election Committee shall establish for voting by mail. Ballots, together with a return envelope shall be mailed to the members who request to vote by mail by the Election Committee. The ballot package shall be a double envelope, signature –required type to insure fairness and secrecy.
12. The ballots and all other records pertaining to the election shall be preserved for one (1) year. Should technological advances make electronic voting feasible for the membership, and safeguards can be developed that will allow an alternate format of voting that meets the standards of U.S. Department of Labor "best practices," the Executive Board may approve such alternate format(s) for the election of officers.

E. Installation of Officers

Installation of newly-elected officers shall take place at a meeting of the Executive Board which shall take place no later than thirty (30) days following the election of officers. In the case of an appointed Officer, or an Officer elected in a special election, the installation shall take place at the regular Executive Board meeting immediately following that Officer's election or appointment.

Article 13 – Recall

A. Executive Board members, including officers, may be recalled by a vote of the constituency that elected him/her to office.

B. A vote to recall an officer shall be held within sixty (60) days of receipt of a petition signed by at least 35% of the membership of the constituency that elected him/her to office.

C. All signatures shall be dated and shall be no more than ninety (90) days old at the time of submission in order to be considered a valid signature.

D. A Special Election Committee shall be designated from the Executive Board to conduct the recall election pursuant to the provisions for elections contained within this Constitution and Bylaws.

E. If an Executive Board member or officer is recalled, his/her office shall be declared vacant and filled in accordance with the provisions contained within this Constitution and Bylaws.

F. Recall elections shall not be scheduled if a petition is received within 180 days of a general election.

G. If a recall vote is not approved by a majority of those voting in the recall election, no new petition shall be considered valid if received prior to one year from the date that the recall election results were certified.

Article 14 – International Convention Delegate Selection

A. All members of the Executive Board elected in conformity with this Constitution and Bylaws shall be considered as eligible delegates to any International Convention which may take place during their term of office. The Executive Board of the Union shall determine the number of delegates and alternates who shall represent the Union at the convention based on economic factors and other appropriate considerations. If at the time of the Convention call it appears that such number of Executive Board Members is less than the number of delegates which the Local is entitled to, then arrangements may be made for nominations and a secret ballot election of an additional number of eligible members as convention delegates. Nominees for Delegate positions, if unopposed, shall be declared elected.

B. If the total number of Executive Board members is greater than the number of delegates which the Union is permitted to send to the convention then,

   1. The President shall attend as First Delegate.
   2. The First Vice President as Second Delegate.
   3. The Secretary-Treasurer as Third Delegate.
   4. The At-Large Vice Presidents, Area Vice Presidents and Industry Vice Presidents shall attend as delegates following the President, The First Vice President and the Secretary-Treasurer.

C. Industry Delegates:

Industrial Constituency	International Convention Delegate Order
(Northern Regional)	
Airports	1
Entertainment	2
Janitorial	1
Racetracks	2
Residential	1
Retail	2
Security	1
Stadium & Arena	2
(Southern Regional)	
Airports	2
Entertainment	1
Janitorial	2
Racetracks	1
Residential	2
Retail	1
Security	2
Stadium & Arena	1

D. The Executive Board Industry Delegates shall attend in order of the number assigned to their regional constituency. All Executive Board officers in multimember industrial constituencies shall be entitled to attend the convention as delegates if the number of their industrial constituency is included in the delegation order. For the International Convention in 2012, the delegation order shall be "ascending," i.e. all constituencies assigned a convention delegate order "1" shall be delegates (or alternates) to the maximum number of delegates and alternates the Executive Board determines shall represent the Union. If there is an additional number of delegates/alternates authorized to attend after all number "1" Board members have qualified, then Board members in industrial constituencies assigned a number "2" shall be delegates/alternates, based on the order their constituency is listed in Article 9, §C up to the maximum authorized number of delegates/alternates. For Industrial Constituencies that may be created by the Executive Board subsequent to the adoption of this

Constitution, such constituencies shall be listed in order following the Security constituencies, based on the date of their creation. If more than one new constituency is created by the Board on the same date, they shall be listed in alphabetical order following the Security constituency. Delegate selection shall be based on "descending" numbers (number "2" first, and number "1" after that, in exactly the opposite fashion from 2012) for the Convention in 2016 and shall alternate in the same fashion for each convention thereafter.

Article 15 – Committees and Delegates

A. Committees are vitally necessary in order to develop the policies, positions and programs of the Union. Committees are intended to maximize membership participation and input in the decision making process.

   1. Committees that have an on-going or permanent necessity to develop positions, policies and programs that guide, advise and provide direction to the Executive Board shall be known as Standing Committees.

   2. Committees that deal with specific subject, project issue and/or problem and are temporary in duration, based on the needs of the particular situation, shall be known as Special Committees.

   3. Each type of committee may also need to establish subcommittees based on regional or geographic issues, classification needs and other factors that effect participation, decision making and operations of the committee.

   4. The Executive Board of the Union shall establish policies and procedures for Committee operations that enhance membership participation and involvement in the day to day activities of the Union. Factors such as committee size, chairpersons, shift representation and frequency of meetings, shall all be considered in establishing the operating guidelines. The President shall receive all recommendations on committee membership and shall present those to the Board for final approval consistent with the policies of the Union.

   5. All committees shall keep minutes of their meetings and shall send the minutes to the President for distribution at the next Executive Board meeting.

B. Standing Committees. The Standing Committees of the Union are:

   1. Personnel & Finance Committee. The Personnel & Finance Committee shall be composed of the Secretary-Treasurer of the Union and members of the Executive Board appointed by the President as provided in Article 9, §D(3), F(5)(11). This committee shall advise and assist the President and the Executive Board on all matters concerning the income, expenditures and personnel policies & procedures of the Union. Typical responsibilities include but are not limited to:

      a. Reviewing financial reports prepared by the Secretary-Treasurer and the professional Finance and Operations staff of the Union.

      b. Reviewing the first draft of the Union's annual (or other periodic) budget as proposed by the President and making recommendations on final budget documents for adoption by the Executive Board.

c. Monitor and report to the Executive Board on Union policies regarding dues and other income maximization and other financial practices.

d. Review recommendations from the President on all policies and procedure relating to the staff of the Union and the proposal, for adoption by the Executive Board, of the Union's personnel policies and procedures.

e. Assisting the President with collective bargaining with the Union staff's authorized representatives.

2. Committee on Political Action (COPA). The COPA Committee assists the Executive Board in developing and carrying out a sound political and legislative program that builds political power for the Union. Typical responsibilities include but are not limited to:

   a. Interviewing candidates for political office.

   b. Reviewing requests for campaign contributions for endorsed candidates.

   c. Developing fund raising and other support activities or events.

   d. Voter Registration programs and "Get out the Vote" activities.

   e. Reviewing and monitoring legislation of interest to USWW members and making recommendations to the Executive Board on the Union's position.

   f. Promoting equality of economic, social and political opportunities within the Union; with employers, and in the community.

   g. Organizing activities and mobilizing members into action that will advance the interests of the membership of this Union, the International Union, and of workers everywhere in the improvement of general economic, social and political conditions.

   h. Working with other Unions and community organizations whose goals and purposes are similar and consistent with those of USWW.

3. Organizing Committee. The Executive Board shall appoint an Organizing Committee to assist in developing organizing programs for the Union.

4. Leadership Development Committee. The duties of this committee shall include, but not be limited to:

   a. Assessing the Local's Leadership Development Program.

   b. Assisting and monitoring the Leadership Development Program

   c. Working together with staff to implement the Union's Leadership Development program that seeks to accomplish the Union's mission.

5. Senior Members Committee. The Committee assists the Executive Board in developing and carrying out a program that meets the needs of Senior and Retired members of the Union. Typical responsibilities include but are not limited to:

   a. Providing a vehicle for the continuing involvement of Senior and Retired Members in the activities of the Union.

   b. Recommending and monitoring and organizing for legislation that will improve areas of concern such as: pensions, housing, health care, taxes, consumer concerns, and other issues.

c. Informing Senior and Retired Members of benefits and services that are available to them through the union, community groups, government, and other appropriate agencies.

d. Developing social and cultural programs that enhance the quality of life of Senior and Retired Members.

6. Central Labor Council Delegates. The Local shall participate in the appropriate Central Labor Councils and shall strive to maintain an active complement of Delegates who shall represent the positions and policies of the Local. The President shall receive all recommendations for Delegate appointments and shall present those to the Executive Board for final approval consistent with the policies of the Union.

Article 16 – General Membership Meetings

A. Meetings of the general membership of USWW shall be held at least once every four (4) months in both the northern and southern regions of the Union on a schedule and at locations to be determined by the Executive Board. All Regular Members shall have the right speak and vote at such meetings. All Associate Members and Retired Members shall have the right to speak at such meetings. In addition, casual employees who pay a service fee may attend such meetings, and may be allowed to speak at the discretion of the Regular Members in attendance. A member or service fee payer forfeits all these rights if he or she is not in good standing as set forth in Article 18 at the time of the given meeting. The Executive Board may schedule the general membership meeting in split shifts if this is necessary to accommodate the work schedules of the members.

B. The general membership meeting shall hear the business conducted by the Executive Board during the previous month.

C. Quorum for a general membership meeting of the Local Union shall be two hundred (200) Regular Members in good standing. In the event there is no quorum for a general membership meeting, the Executive Board shall conduct the regular business for that meeting and their actions shall represent the official policies and directives of the Union.

D. In the event a member of the Executive Board fails to attend three (3) consecutive general membership meetings within their region without a reason approved by the Executive Board, that member is subject to being charged and removed from office under Article 21.

Article 17 – Union Convention

A Convention shall be held no less often than once every two (2) years. The purpose of the Convention shall be to discuss issues, policies, and programs of concern to the membership and shall review the work of the Union during the preceding year(s) and adopt goals for the coming year(s).

Article 18 – Funds of the Union

A. The funds of the Union shall be derived from initiation fees, dues, fines, assessments and by other legal means that have been approved by the Executive Board or a general or special membership meeting. Funds paid to the Union in accordance with this Section shall be deposited or disbursed in accordance with instructions from the Executive Board or a general membership meeting.

B. The dues of this Union shall be set by the Executive Board for each appropriate bargaining unit and shall be subject to approval by a vote of the affected membership as set forth in Section C of this Article.

C. Any change in the rate of dues or initiation fees or the levying of any general or special assessment shall be made only in accordance with the following procedure:

   1. Reasonable notice shall be given by the President to the affected membership at least thirty (30) days prior to the meeting at which the affected membership will consider the question of whether or not such dues, initiation or reinstatement fees, general or special assessments, shall be changed or levied.
      The notice shall indicate that a change or assessment is to be voted on. Such meeting may be regular or special.
   2. At the regular or special meeting called as provided in this section, voting on the change or assessment shall be by secret ballot of the regular members in good standing. The Executive Board, however, shall have the option of conducting the actual vote on dues rates through an all-day election process similar to the one provided for in the general election of officers in Article12 of this Constitution.
   3. A majority vote of the regular members in good standing at such meeting shall decide the issue.The above requirement shall not apply to any change in dues or initiation or reinstatement fees mandated by a Convention of the International Union.

D. The initiation fee for applicants for membership in this Union shall be set by the Executive Board and shall not be less than twenty-five dollars ($25.00) or in such other amount as may, from time to time, be specified by the Executive Board, provided, however, that for the purpose of organizing new members, the President may waive the initiation fee. The complete or partial initiation fee accompanied by one (1) month's dues must be paid at the time an application for membership is submitted, unless permission to do otherwise is granted by the Executive Board, and approved by the general membership.

E. Withdrawal Card

1. A member may secure a withdrawal card upon payment of a $2.00 fee. However, to be eligible for a withdrawal card, he/she must be a member in good standing as defined in this Article. A member on a valid withdrawal card need not pay initiation fees to rejoin the Union.
2. A member may withdraw:
    a. Upon voluntary or involuntary termination from a unit for which USWW is the recognized bargaining agent.
    b. Upon the termination of USWW's representation of a bargaining unit in which the member is employed, provided the member did not participate in any effort to bring about the decertification of USWW as his/her bargaining agent.
    c. Upon the commencement of an authorized medical or personal leave from employment upon notification of the Union office.
    d. Upon the termination of agreed seasonal employment as defined by the Executive Board.
3. Members withdrawing from the Union shall be exempt from payment of all dues and assessments and shall forfeit the benefits of the Union during the time they are out on a withdrawal card.
4. All withdrawal cards are good for a period of one (1) year from the date of issuance. Withdrawal cards may be renewed for another year upon payment of a $2.00 fee.

F. Dues payments and delinquent dues

1. All dues and other financial obligations, including outstanding fines or assessments, are due and payable on or before the last day of the current month. In order for a member to be in good standing his/her dues (including all outstanding fines and assessments) must be paid on or before the last day of each month. All dues or other financial obligations not paid on or before the last day of the month in which the same are due shall become delinquent. A member who is delinquent in payment of his/her dues or other financial obligations shall not be entitled to any benefits heretofore referred to in these Bylaws, and shall not be considered a member in good standing whenever such statute is required to confer upon said member a benefit under these Bylaws or the Constitution and Bylaws of the International Union. However, when a member is laid off from employment or is absent from work due to employer lockout or union-authorized strike for more than twenty (20) days in any calendar month, such member will be credited for membership dues for the period of unemployment but not to exceed six (6) months in any calendar year.
2. Members who fall in arrears sixty (60) days in dues or other financial obligations shall stand automatically suspended as members of the Union. Such suspended member shall be readmitted as a member upon payment of a thirty dollar ($30.00) readmission fee plus the current month's dues plus any other fee or any financial obligations other than dues which s/he then owes to the Union.
3. A notification of such suspension of membership shall be sent by regular mail to the suspended member, and in all cases in which this Union is a party to a

collective bargaining agreement covering such employee, the employer shall also be notified of such suspension by regular mail.

G. Any provision of this Constitution and Bylaws which conflict with any provisions of this Article shall be invalid and ineffective insofar as it so conflicts and this said Article shall be effective despite the fact that any other provision of this Constitution and Bylaws may, conflict with it.

H. Notwithstanding any other provision of this Constitution and Bylaws, any member who fails to pay any fine or assessment whose payment is due and concerning which all internal appeals have been exhausted or waived may be sued for collection thereof. In case of such suit the member shall be required to pay costs of the suit, reasonable attorney fees and interest in addition to such fine or assessment.

Article 19 – Collective Bargaining

A. The authority to bargain collectively for the Union shall be subject to the mandate of the membership of the bargaining unit and shall be vested in a negotiating committee.

B. Collective Bargaining is a primary activity of the Union. The purpose is to negotiate a binding contract that secures and improves the wages, hours, benefits and working conditions of those members covered by that Agreement.

C. The size and method of selecting a negotiating committee will vary based on factors such as the number of work locations, number of shifts, number of job classifications, the demography of the membership and other factors that should be considered in assembling a committee that reflects the needs and diversity of the membership. The Industry Council having jurisdiction over the bargaining unit shall have the responsibility to approve the final composition of the negotiating committee pursuant to the principles contained in this paragraph and policies established by the Executive Board regarding lost-time reimbursement. The right of the bargaining unit members to choose the individuals on their committee shall, in all instances, be preserved.

D. Collective bargaining agreements shall be subject to ratification by the members affected. The negotiating committee will determine the time, place and method of ratification, subject to any procedures enacted by the Executive Board.

Article 20 – Strikes

A. The Executive Board shall establish policies regarding strike authorization procedures for bargaining units represented by the Union. A forty-eight (48) hour strike vote notice shall be given to members of an affected bargaining unit. The location of the strike vote shall be decided by the affected bargaining committee.

B. This Local Union shall not strike without previous notification to the International President, or, where prior notice is not practicable, without notification as soon as possible after commencement of the strike, in which notice this Local Union has

stated that it has complied with all applicable notice requirements. If this Local Union fails to give such notice, the International President may withhold sanction for the strike called by this Local Union.

C. Seventy-five percent (75%) of those in attendance at any meeting called for the purpose of authorizing a strike must vote to approve in order to authorize a strike. The Executive Board of the Union, upon showing of good cause, may allow the approval of strike authorization by a vote of sixty-five percent (65%) of those in attendance. The Executive Board shall have the authority, based on the percentage of the bargaining unit membership in attendance at any strike authorization vote meeting, to withhold strike sanction if they believe that an insufficient number of members will support the strike.

Article 21 – Charges, Trials, and Appeals

Preamble: In order to ensure members' protection from the filing of frivolous charges, the following procedures shall apply:

A. Charges. Grounds for charges against a member or officer for which he/she shall stand trial shall consist of the following:

1. Violation of any specific provisions of the Constitution and Bylaws;
2. Violation of an oath of office;
3. Gross disloyalty or conduct unbecoming a member;
4. If an officer, gross inefficiency which might hinder and impair the interest of the Local Union or the International Union;
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 practices of the International Union or of the Local Union.
9. The wrongful taking or retaining of any money, books, papers or any other property belonging to the Local Union or to the International Union; or the wrongful destruction, mutilation or erasure of any books, records, bills, receipts, vouchers, or other property of the Local Union or the International Union;
10. Working as a strike breaker or violating wage or work standards established by the Local Union or the International Union; and
11. The bringing of false charges against a member or officer without good faith or with malicious intent. Ignorance of this Constitution and Bylaws is no excuse. It is every member's duty to read and understand these Constitution and Bylaws as they will be strictly enforced.

B. Procedure

1. The charges must state which subsection(s) of Section A of this Article or Section 1 of Article XVII of the International Constitution the charging party believes

has been violated. If the charges are not specific, the trial body may dismiss the charges either before or at the hearing, but the charging party shall have the right to re-file more detailed charges which comply with this Section. No charges may be filed more than six months after the charging party learned, or could have reasonably learned, of the act which are the bases of the charges.

2. Charges against a member or officer of this Union must be filed in writing with the Executive Board through the President.
3. The charges shall specify the nature of the offense, the provision(s) being violated, date, time and place of the occurrence and any further details necessary to enable the accused to prepare a proper defense. The charge must be signed by the filing member(s).
4. A written copy of such charge(s) shall be served on the accused either personally or by registered or certified mail to their last known address.
5. The President shall place the charges as an item on the agenda of the next regularly scheduled Executive Board meeting in order to determine a Hearing Committee.

C. Trials

1. A Hearing Committee shall be appointed by the Executive Board. The Committee shall consist of three (3) Executive Board members who have no direct interest or involvement in the case.
2. The Hearing Committee shall convene a full and a fair hearing within thirty (30) days of being constituted to hear the charge(s).
3. The Hearing shall be convened in the region of the defendant's jurisdiction.
4. Translation shall be provided if requested previous to the hearing by any participating party.
5. The charging party shall be required to appear in person to substantiate the charges and to produce such witnesses and documents as are available and necessary to the case.
6. The defendant may appear in person with witnesses and documents to answer the charges against him/her and may be assisted by a representative of their choice in the presentation of a defense.
7. The Hearing Committee shall have full power to call for witnesses and documents as necessary.
8. No evidence shall be received or considered by the Hearing Committee except such evidence that shall be offered at a regular hearing at which all parties of interest shall be or should have been notified to be present.
9. The Hearing Committee shall issue a written decision within ten (10) days of the close of the hearing.
10. The Hearing Committee's decision shall also include any recommended punishment if the accused is found guilty of the charge(s). Violation of the provisions listed in "A" of this Article are punishable by levying a fine, reprimand, suspension, expulsion or by any one or more of these options.
11. Any member who shall (except in case of illness) fail to appear before any legally appointed committee, or before the Union, when properly notified to do so, as a

witness, may upon conviction, be found guilty of contempt, and fined twenty-five dollars ($25.00) for the first offense, and the amount of such fine to double for each subsequent failure to appear.

D. Appeals

1. Either the charging party or the accused may appeal the decision of the Hearing Committee to the entire Executive Board.
2. Appeals must be filed within ten (10) days of the receipt of the Hearing Committee's decision and shall be directed to the President.
3. No member of the Executive Board who has a direct interest or involvement in the case shall be allowed to participate in the Appeal process.
4. The members of the Hearing Committee shall not be eligible to vote as Executive Board members if a decision is appealed to the Executive Board.
5. The decision of the Executive Board shall stand and remain in full force and effect pending the outcome of any other appeals.
6. Either the charging party or the accused shall have the right to appeal the decision of the Executive Board to the International Union through the International Constitution and Bylaws.

Article 22 – Amendments

A. Amendments to the Constitution and Bylaws may be proposed by a two-thirds (2/3) vote of the Executive Board or by a petition containing the signatures of twenty (20) percent of the regular members in good standing. Within sixty (60) days from the date an amendment has been properly proposed a vote of the membership will take place.

B. After an amendment has been initiated, the Executive Board shall call a special general membership meeting of the Local within thirty (30) days. The call for this general membership meeting shall include the text of the amendment and a clear exposition of the issues involved. A vote by secret ballot on the amendment must take place at this meeting. The Amendment must be approved by two-thirds (2/3) of the regular members voting at this meeting. The Executive Board, however, shall have the option of conducting the actual vote on Constitutional Amendments through an all-day election process similar to the one provided for in the general election of officers in Article _ of this Constitution, and amendments must be approved by two-thirds (2/3) of the regular members voting in such election.

C. All amendments must be submitted to the International Union and be approved before they become valid, provided, however that notwithstanding such approval, the Constitution & Bylaws of this local Union shall at all times be subordinate to the Constitution & Bylaws of the International Union, as it may be amended from time to time.

Article 23 – Dissolution

This Local Union cannot dissolve, secede or disaffiliate while there are seven (7) dissenting members. The International Union shall be notified by registered or certified mail of any meeting, scheduled by the Local Union, for the purpose of taking a vote on disaffiliation from the International Union at least 60 days prior to the date of such scheduled meeting and a representative of the International Union shall be afforded the opportunity to speak at such meeting. The International President shall direct whether the membership vote shall be conducted by secret ballot at a membership meeting and/or by mail referendum and, if appropriate, a separate method by which dissenting members may assert their dissent. The vote shall be counted by an independent neutral party.
In the event of secession, dissolution or disaffiliation, all properties, funds and assets, both real and personal, of this Local Union shall become property of the International Union. No officer or member shall be allowed to present at any meeting any motion or other proposed action intended to bring about the dissolution of this Local Union or withdrawal of this Union from the Service Employees International Union.

Article 24 – Property Rights

The title to all property, funds and other assets of this Union shall at all times be vested in the Executive Board for the joint use of the membership of this Local, but no member shall have any severable proprietary right, title or interest therein. Under no circumstances shall the Local distribute its funds, property, or assets individually among the membership.

Membership in this organization shall not vest any member with any right, title or interest in or to the property of this Local Union, including the funds of this Local.

Article 25 – Members' Bill of Rights and Responsibilities

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 work that is worthwhile to society, personally satisfying to the worker and which provides a decent standard of living, a healthy and safe workplace and the maximum possible employment security.

The right to have a meaningful and protected voice in the design and execution of one's work and in the long-term planning by one's employer as well as the training necessary to take part in such planning.

The right to fair and equitable treatment on the job.

The right to share fairly in the gains of the employer.

The right to participate fully in the work of the Union on the scope, content and structure of one's job and to receive information from the Union in a language that can be understood.

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.

The responsibility to participate in the Union's efforts to establish and uphold collective principles and values for effective workplace participation.

The responsibility to recognize and respect the interests of all Union members when making decisions about Union goals.

The responsibility to be informed about the industry in which one works and about the forces that will affect the condition of workers in the industry.

The responsibility to participate fully in the Union's efforts to expand the voice of workers on the job.

The responsibility to give fully and fairly of one's talents and efforts on the job and to recognize the legitimate goals of one's employer.

APPENDIX A

SEIU Code of Ethical Practices and Conflict of Interest Policy

A Summary of the SEIU Code of Ethical Practices and Conflict of Interest Policy

The Service Employees International Union ***Code of Ethical Practices and Conflict of Interest Policy (Code of Ethics)*** is grounded in SEIU's moral purpose and values as spelled out in the SEIU Constitution and Bylaws: a belief in the dignity and worth of workers, a dedication to improving the lives of workers and their families, and the pursuit of justice for all. SEIU members do some of the toughest jobs anywhere, and their dues should be administered with the toughest insistence on honesty, integrity and openness.

Union members place tremendous trust in their leaders. SEIU elected officers, managers and staff owe not just fiduciary obligations to union members but, given the moral purpose of our mission, they owe members the highest level of ethical behavior in decision-making and financial dealings. Members have a right to have proper stewardship over union resources and transparency in the spending of union dues. Misuse of funds or leadership authority undermines the confidence members have in the Union and weakens it. **Corruption in all forms will not be tolerated.**

What is the Code of Ethics?

The Code of Ethical Practices and Conflict of Interest Policy strengthens the Union's ethics rules and standards and helps the Union to accomplish its mission. The Code and policies enable SEIU to meet the ethical challenges that we face as we pursue our ambitious goals. They are intended to give Union members, leaders, and staff a belief in SEIU's commitment to achieve the highest ethical standards. By holding officers and managers accountable, these policies promote the Union's mission of justice for all.

What Does the Code Do?

No code of ethics can prevent some individuals from violating ethical standards of behavior. The SEIU Code of Ethics is not the only answer to creating and maintaining an ethical culture within the Union. These ethics policies and procedures help ensure that SEIU's culture embodies and supports the highest ethical standards. Our strong stance against corruption and financial improprieties provides a foundation for the Union's high ethical aspirations.

To accomplish the goals for which the Code has been created requires systems of accountability. These systems include appropriate checks and balances and internal operating systems and procedures that minimize the opportunity for misuse or abuse, as well as the appearance of either, in spending union funds or exercising decision-making authority.

Who Is Subject to the Code?

Unethical behavior of any SEIU leader affects the whole Union and hurts all members. The Code of Ethical Practices and Conflict of Interest Policy applies to elected leaders, and management staff of locals and the International.

What is the Purpose of this Summary?

This plain language summary highlights important Code provisions and gives examples that you may encounter in your day-to-day work with other members, staff, officers, service providers, vendors and employers. Every level of union leadership supports an unwavering belief that the ethical culture of SEIU can and should support transparency and the safeguarding of members' trust.

BUSINESS AND FINANCIAL ACTIVITIES OF SEIU, ITS OFFICERS AND EMPLOYEES

[Part B, Sections 5-11]

Duty to Protect Members' Funds

The assets and funds of SEIU are held in trust for the benefit of the membership. The membership must be assured that those assets and funds are spent properly.

As an officer or manager, what kind of financial holdings are prohibited?

Officers and managerial employees cannot own or have a substantial financial interest that conflicts with their fiduciary duty. They cannot knowingly have a substantial ownership or financial interest in any firm that engages in collective bargaining with SEIU or its affiliates. They cannot participate in or try to influence any decisions between SEIU and a firm that they own or in which they hold a substantial financial interest.

A "substantial ownership or financial interest" does not include stock in a purchase plan, a profit-sharing plan or an employee stock-ownership plan. Substantial ownership refers to any interest that is a significant part of an individual's financial well being or the size of the financial interest is so great that the officer or manager influences the business decisions. The Code does not preclude officers and managers of SEIU from owning publicly-traded shares of any employer through a mutual fund.

Officers or managers cannot engage in self-dealing transactions with SEIU or its affiliates, such as buying from or selling property to SEIU, without the informed approval of the affiliate or international Secretary-Treasurer after full disclosure that includes an independent appraisal.

> *Example: Local 662 has completed an IT upgrade and has 10 surplus monitors. The IT director wants to acquire one of the monitors. He must first determine the fair market value of the monitor, submit all documentation to the local's Secretary-Treasurer and, if approved, pay the fair market value to the union.*

As part of the Union's commitment to financial transparency, with just cause any SEIU member can examine books, records and accounts that would verify the Union's publicly-filed financial reports.

Contracts and Gifts

Members must have absolute trust in the honesty of all SEIU dealings with vendors and employers. SEIU officers and managers cannot profit personally from any contracts.

Can I accept a holiday gift from SEIU vendors and service providers?

To avoid such breaches of trust, or the appearance of impropriety, no officer or managerial employee of SEIU can accept personal payments or gifts (unless they are of such small value as to be minimal) **from any employer** that engages in collective bargaining with SEIU or its Affiliates. Likewise, they cannot accept payments or gifts **from**

any business or professional firm that does business or seeks to do business with SEIU or any of its Affiliates, or from any member (unless they are of such small value as to be minimal). Gifts from members are only permitted if there is a personal relationship that is independent and outside of a union relationship. Items that cannot be returned, such as holiday perishables, should be discarded or placed in a common area for staff to enjoy.

Events hosted by public officials involving discussions about public affairs and contributions to campaigns for union office are not included in these prohibitions.

Taking of Union Funds

No officer or managerial employee of SEIU can convert or divert any funds or other property belonging to SEIU to the individual's personal use or advantage. For example, a local leader or management staff member cannot use union funds to buy an airline ticket for personal travel.

Loans

An SEIU local, affiliate or the International cannot make loans to any officer, staff member or any of their family members in excess of $2,000 total to each person.

BENEFIT FUNDS AND RELATED ORGANIZATIONS

[Part C, Sections 12-15]

Duties and Prohibited Transactions

SEIU officers and managers who oversee retirement, health or welfare benefit plans must have an absolute commitment to high ethical standards. They cannot have any financial relationships with the investment managers, insurance carriers, brokers, or consultants that do business with or that seek to do business with the fund or plan. They cannot accept payments or personal gifts from such firms.

SEIU officers or managerial employees serving as employee representatives or trustees cannot receive compensation of any kind except for reimbursement of reasonable expenses. This expense reimbursement must be available to all representatives and trustees of the plan.

In addition to benefit funds, SEIU has relationships with many outside organizations with similar goals. Our participation in those organizations may require that they meet certain ethical standards. If 25% of their governing board is made up of SEIU officers or employees, or if 50% or more of their funding comes from SEIU, these organizations are considered "related organizations" and must give SEIU locals, or the International a copy of their code of ethics. If they do not have a code of ethics, they must adopt one for SEIU to continue the relationship.

SEIU officers and managerial employees must assist SEIU in safeguarding its separate legal status with respect to related organizations. SEIU, health and welfare funds, and other non-profit groups are separate organizations and one group should not pay obligations of another unless the paying organization approves.

> *Example: Local 662 provides 75% of the funding for Americans for Change Now, a 501(c)3 non-profit organization devoted to achieving healthcare reform. The organization owes a media consultant $10,000. Local 662 cannot pay the bill unless the local approves the payment.*

PERSONAL RELATIONSHIPS AND PROHIBITED CONDUCT

[PART D, Sections 16-18]

Family and Personal Relationships

Can relatives of SEIU staff members work for SEIU or its vendors?

Family and personal relationships cannot influence professional interactions between employees and vendors or potential vendors. SEIU does not prohibit employment of qualified relatives of current officers or employees, or of individuals with whom an employee is having a romantic or intimate personal relationship. SEIU also does not prohibit the hiring of qualified vendors that are owned by or employ relatives of SEIU employees, or those with whom an employee is having a personal relationship. **However, the existence of such relationships can lead to problems, including favoritism or the appearance of favoritism**. Giving relatives or personal relations special treatment – or creating that impression – is inconsistent with our principles and our duty to responsibly conduct the business of SEIU.

Who qualifies as a relative?

For purposes of this Code of Ethics, "relative" means parent, spouse, spousal equivalent (including domestic partners) or dependent child of that relationship, grandparent, grandchild, brother, sister, first or second cousin, corresponding in-law, "step" relation, foster parent, foster child, or any member of the employee's household. "Personal relationship" means an ongoing romantic or intimate personal relationship that can include dating, living together, or being a significant other. This applies to heterosexual, gay and lesbian relationships. "Employee" includes officers.

Prohibited Conduct

Applications for employment by relatives and those who have a personal relationship with an SEIU employee or vendor cannot be evaluated differently from other applicants. Officers, managers and supervisors cannot make any hiring decisions about their relatives or a person with whom they have a personal relationship, or attempt to influence hiring decisions made by others.

Can relatives or those involved in personal relationships ever work together?

Example: The cousin of the local's staff attorney is looking for a job. The staff attorney cannot submit her cousin's resume to fill a vacancy in the research department. By doing so she would be influencing his hiring. The cousin should submit his own resume directly.

A supervisory employee cannot supervise a relative or a person with whom he or she has a personal relationship. Relatives or employees who have personal relationships are permitted to work in the same department, provided no direct reporting or supervisor-to-subordinate relationship exists.

Example: The head of the organizing department is on leave and a staff person becomes acting supervisor and has to evaluate all department staff. The acting head's daughter also works in the organizing department. While the initial hiring of the daughter is permitted under the Code, the acting head cannot evaluate or take any supervisory action with respect to his daughter.

No employee, including officers, managers and supervisors, can make work-related decisions involving his or her relative or employee with whom he or she has a personal relationship, even if he or she does not directly supervise that person. This includes decisions about hiring, wages, hours, benefits, assignments, evaluations, training, discipline, promotions, and transfers.

> *Example: The local Secretary-Treasurer's son works in the political department. She can't ask her son's supervisor if he can be given leave so he can go on a family vacation.*

Exceptions to these rules are only permitted if approved in writing by the Department/Program Head and the Human Resources Director.

ADDITIONAL REQUIREMENTS AND PROHIBITIONS

[PART E, Sections 19-21]

Persons Convicted of Felonies

No one can serve as an officer or managerial employee of SEIU who has been convicted of any felony involving bodily injury or of any felony involving abuse of his or her position in a labor organization. Conviction of other criminal offenses may also disqualify individuals from serving as union officers or employees under Federal law.

Because SEIU must maintain the highest ethical standards, failure to fully cooperate with an investigation or a proceeding involving an alleged violation of our Code of Ethics is in itself a violation of the Code.

> *Example: The local Vice President is suspected of using union funds to pay for a personal hotel stay. The director of the local's travel department was seen with the officer at the hotel on the date in question, but refuses to discuss it with the local's legal counsel who is investigating the matter. The travel director's refusal to cooperate violates the SEIU Ethics Code.*

Compliance

Every officer and managerial employee must acknowledge every year that he or she has received a copy of the Ethics Code and Policy, has read and understands the Code, and agrees to comply with the Code.

What do I do if I have a potential conflict of interest?

Each officer or managerial employee must disclose to the **Ethics Ombudsperson**, who is part of the SEIU Legal Department, or the **Affiliate Ethics Liaison**, who serves as each local's resource for ethics advice and questions, any interests, transactions, or relationships that give rise to a potential conflict of interest at the time when such potential conflict occurs. (See the section below on Enforcement for more information on these positions.)

> *Example: A local Secretary-Treasurer has begun a romantic relationship with a partner in the local union's accounting firm. The Secretary-Treasurer must disclose that relationship to the Ethics Liaison or the Ethics Ombudsperson at the time that the romantic relationship begins.*

The Ethics Ombudsperson conducts periodic reviews to monitor compliance with the SEIU Code of Ethics. Such reviews consider whether partnerships, joint ventures, and arrangements conform to this Code and are properly recorded, that payments for goods and services are reasonable, and that any relationships do not result in impermissible private benefits or excess benefits.

PROTECTION OF WHISTLEBLOWERS

[Part F, Sections 22-23]

Freedom from Retaliation

If I file a complaint, will SEIU protect me from retaliation by my supervisor?

SEIU encourages all employees to bring to the attention of the Union any concern that the Ethics Code and Policy has been violated. Inquiries and complaints can be submitted o the Ethics Ombudsperson or your Affiliate Ethics Liaison. Such allegations will be referred for appropriate action or investigation. After an investigation, if a violation is found to have occurred, then appropriate disciplinary and corrective action will be taken. **SEIU expressly prohibits retaliation against employees for making good faith complaints, reports or inquiries under this Code and Policy.**

Any act of alleged retaliation should be reported immediately to the Ethics Ombudsperson or the Local Ethics Liaison and will be promptly investigated. SEIU will discipline persons who retaliate or who make bad faith, knowingly false, or harassing complaints, reports or inquiries.

Example: John, a member of the SEIU International staff, files a complaint with the Ethics Ombudsperson alleging that his supervisor has received a Rolex watch from an employer of union members. His supervisor finds out about the complaint and demotes John. The demotion violates the Ethics Code and John should notify the Ethics Ombudsperson.

Confidentiality

How will my identity be protected if I file a complaint?

SEIU treats all ethics-related communications confidentially. Exceptions include any communication that is necessary to conduct a complete and fair investigation or when disclosure is authorized by the complainant. **SEIU will keep the identity of the person filing the complaint confidential** unless the person authorizes the disclosure or it is necessary to disclose for SEIU to carry out its fiduciary or other legal duties.

Example: Alicia is a Local 662 internal organizer whose sister works for a software company that does business with the local. Alicia learns through her sister that the software company has given an expensive gift to the IT director. Alicia tells the Affiliate Ethics Liaison and in the course of the investigation the software company admits the gift and provides backup. The IT Director demands to know the identity of the person who filed the complaint. The local will protect Alicia's identity.

ETHICS ADVICE AND CODE ENFORCEMENT

[Part G, Sections 24-37]

Roles of Affiliate Ethics Liaisons, International Ethics Ombudsperson, and International Ethics Officer

The Affiliate Ethics Liaison, International Ethics Ombudsperson and International Ethics Officer each play a critical role in SEIU's ethics program.

Who should I contact first if I have an ethics-related question?

Each SEIU local and affiliate will have an **Affiliate Ethics Liaison** who serves as primary point of contact for ethics advice, training, and questions at each local. Local leaders and staff are encouraged to speak with their Affiliate Ethics Liaison if they have ethical concerns or suggestions for strengthening and promoting ethical practices in their local.

The **International Ethics Ombudsperson** is part of the SEIU Legal Department and has union-wide responsibility for directing training, providing assistance and support, and answering questions relating to the SEIU ethics program. The Ombudsperson advises the Liaisons.

The **International Ethics Officer**, who is not employed by the International Union or any of its Affiliates, helps implement and enforce the SEIU Code of Ethics. The Ethics Ombudsperson supports the work of the Ethics Officer.

Complaint Filing and Review Process

Where can I file a complaint?

Any member may file a signed, written complaint concerning violations of the Code and Policy. Complaints can be submitted to your Affiliate Ethics Liaison or to the International Ethics Ombudsperson whose address is on the SEIU website (www.seiu.org). The Ethics Ombudsperson reviews each complaint to determine whether it alleges a violation of the Code of Ethics, and what further actions should be taken. The complaint may be referred to the Affiliate Ethics Liaison for further processing or to the Ethics Officer. Such decisions are based on the nature of the allegations and the position held by the officer or employees who are the subject of the complaint.

What happens after I submit a complaint?

Complaints filed with or referred to a local are investigated by the local and may lead to employee discipline or formal internal union charges in accordance with the SEIU Constitution and Bylaws.

Example: Juan is an organizer for Local 622. A new organizing director is named and one of the organizers who she supervises is her daughter. Juan notifies the Ethics Ombudsperson. The Ethics Ombudsperson reviews the complaint, determines that it should be handled at the local level, and refers the matter to the Affiliate Ethics Liaison. The local will handle the complaint and will follow the rules for confidentiality as set out in the section above.

If the Ethics Officer finds that a complaint referred to him or her has merit, he or she may recommend a course of action to the International Union. The Ethics Officer could recommend:

- Further investigation by SEIU personnel or outside investigators
- Filing formal charges
- Assumption of original jurisdiction by the International President
- Appointment of an outside hearing officer to conduct a trial
- Discipline of covered employees
- Sanctioning of officers or members accused in formal proceedings

The Ethics Officer may also conclude that a complaint is frivolous or without merit, or that further investigation is not necessary. In every case the Ethics Officer will advise all relevant parties of his or her findings.

Charges against Members under the SEIU Constitution

Members, officers of affiliates or locals, and officers of the International Union may be formally charged under Article XVII of the SEIU Constitution and Bylaws or under similar provisions under the local's bylaws with violations of the SEIU Code of Ethics. These charges are handled in accordance with the procedures spelled out in the Bylaws.

Members' Right to Appeal

How can a member appeal a trial decision regarding an alleged ethics violation?

Officers and managers who are members and are formally charged and found to have violated the Code of Ethics following a trial conducted according to the Bylaws have the right to appeal any ethics sanctions to the International Executive Board. The Board will refer the appeal to an appeals committee. (Note: Managers who are **not** members are subject to discipline for violating the Code of Ethics and do not have a trial under Article XVII and do not have appeal rights under the SEIU Constitution.)

The appeals committee will review the record and will issue a recommendation to the SEIU Executive Board and the affected parties. If no objection is filed within 15 days of the committee's recommendation, the committee's recommendation becomes the final recommendation to the International Executive Board.

Objections to the appeals committee's recommendation can be filed with the **Ethics Review Board**, in care of the Ethics Ombudsperson. The Ethics Review Board is comprised of outside experts who are not employees of SEIU or SEIU Affiliates. The Ethics Review Board will then review the appeal and the record and make its own recommendation to the International Executive Board about the appeal.

In accordance with the Bylaws the International Executive Board will make the final determination regarding appeals from final trial decisions.

Ethics Questions and Additional Information

This summary of the **SEIU Code of Ethical Practices and Conflict of Interest Policy** and selections from the **SEIU 2008 Constitution and Bylaws** does not substitute for reading the full Code or Constitution. For the full text of these documents, go to the "Our Union" section of the SEIU website (www.seiu.org).

If you have any questions related to SEIU Code of Ethical Practices and Conflict of Interest Policy, the Ethics Ombudsperson and Affiliate Ethics Liaisons are available to help you make ethical decisions. You can find contact information for the Ethics Ombudsperson in the "Our Union" section on the SEIU website (www.seiu.org).

SEIU Constitutional Provisions Outside of the Code

SEIU believes in the dignity and worth of all workers. We have dedicated ourselves to the fulfillment of the SEIU mission and are committed to providing meaningful paths for member involvement and participation in our union. These are demonstrated by our Mission Statement and the Member Bill of Rights and Responsibilities which appear in our Constitution. The Code of Ethics is consistent with these statements.

SEIU Mission Statement

We are the Service Employees International Union, an organization of 2 million members united by the belief in the dignity and worth of workers and the services they provide and dedicated to improving the lives of workers and their families and creating a more just and humane society.

SEIU Member Bill of Rights and Responsibilities in the Union

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.

Member rights include:

- 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.

Member responsibilities include:

- 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.

Ethical Conduct With Respect to Elected Office Holders and Government Officials

SEIU officers and staff who deal with elected office holders, candidates for elected office and other government officials must in those dealings observe the highest standards of ethical behavior. They must strictly observe applicable lobbying and disclosure laws and the rules governing gifts and campaign contributions. Because these laws and rules differ from state to state, SEIU officers and staff are required to review their obligations under these laws and to seek advice whenever they have questions regarding those obligations. SEIU officers and staff should be guided by the following ethical standards:

- You should not give, or offer to give, anything of value to an office holder or other government official to influence any official act or as a reward for an official act.

- You should not provide benefits to a third party at the personal request of an office holder or other government official.

- Regardless of motivation, you should not give a gift, including meals, entertainment, paid travel and the like, to an office holder or government official unless the gift falls within a specific or clearly recognized exception to applicable gift rules.

- You should not assist office holders or government officials in any effort to use their position for private gain.

- You may not make a contribution of union or union PAC funds to a candidate, or permit a candidate to use union resources, without appropriate reimbursement otherwise violating applicable campaign finance laws.

- You may not t reimburse individuals for their contributions to office holders or candidates with union funds.

- You should never give a campaign contribution to an officeholder in his or her office or in any government building. This is a violation of federal law and may violate state law as well. Similarly, you should not give or discuss campaign contributions with an office holder during a meeting in which the union is asking for the office holder's support on a legislative or executive matter. You may be creating the impression that the contribution is conditioned on or given in return for the office holder's support for the union's issue.

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