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ARTICLE 1 – NAME AND JURISDICTION

Section 1 - Name

This Union shall be known as SEIU Local 99, Service Employees International Union.

Section 2 – Jurisdiction

The jurisdiction of this Union shall be composed of all education workers who are employed in any phase of public, non-profit or private employment, or any other employees who may be designated within the jurisdiction of this Union by the Service Employees International Union.

ARTICLE 2 - OBJECTIVES

Section 1 – Objective of Bylaws

The Objective of these Bylaws is to provide rules, not in conflict with any higher authority, to govern the Local Union. Its sole intent is to establish rules of acceptable self government.

Section 2 – Objective of This Local Union

The policy of this Union and its methods of operation shall be such as to facilitate and stimulate the broadest possible rank and file participation in the formulation and execution of the program of the Union; and to encourage the development of effective leadership.

ARTICLE 3 - MISSION STATEMENT

We, the working men and women believe we have a moral responsibility to the future generations to leave the world a better place for all who come after us. Therefore, we, SEIU Local 99 in both public and private sector jurisdictions, are united by the belief in the dignity and worth of workers and the services they provide. We unite to form a stronger union, to build power for ourselves, and to protect and develop the welfare and interest of our membership, and organize all working people through education and collective actions; so that we shall obtain the best possible compensation for our labor, greater control over all aspects of our work, and improvements of the conditions under which we work.

We empower accountable and courageous leadership. We strive to enhance the strength and influence of the union while improving the lives of workers and their families. Our power and effectiveness depend upon the active participation and commitment of our members, and solidarity with each other and our political and community allies.

Our strength comes from our unity and diversity. We must not be divided by forces of discrimination based on race, gender, ethnicity, immigration status, religion, age, physical ability, gender expression, marital status and sexual orientation. We are standard bearers in the struggle for social, economic and global justice, and civil liberties.

We pledge ourselves to provide the highest quality of services for our communities and ourselves.

ARTICLE 4 – MEMBERSHIP ELIGIBILITY AND REPRESENTATIONAL CATEGORIES

Section 1 - Categories of Membership

The membership of the Union shall be composed of employees or retirees of public or private employers and shall include membership categories of Active, Associate, Inactive, and Retired.

A. Active Member

Those employees employed regularly by a public or private employer where the Union has bargaining jurisdiction. Any person who desires to become a member of this Local Union must truthfully and completely fill out the regular application form and sign his or her full name hereto. An active member is one who has paid the required current dues obligation, has met the above stated requirements and therefore is eligible for the full rights and privileges of membership. These rights are maintained if on strike or when such dues obligations are waived.

B. Associate Member

A regular member who has terminated employment or vacated a represented bargaining unit within a jurisdiction represented by the Union, and was a member in good standing at such time, may become an Associate Member subject to Executive Board approval. Such membership entitles the member to serve on Local-wide Union Committees and participate in Local-wide meetings. Associate Members have no voting rights and are not eligible to run for any office. Associate Members are not eligible to serve as Committee Chairs. They must pay the required dues and be approved for associate membership by the Executive Board.

C. Inactive Member

At his or her request, a member may be issued a withdrawal card provided all of his/her other dues and assessments shall have been paid up to the date of his/her application for such withdrawal card.

A member taking out a withdrawal card from this Local Union shall be entitled to no benefits of any kind. A withdrawal card shall become null and void two years after its issuance.

D. Retired Member

A Regular or Associate Member as described in Sections A and B of this Article, who retires from employment and has been in continuous good standing with this Local for at least one (1) year prior to retirement, is eligible for membership in the Retiree Division. Such membership entitles the member to participate fully within the Division, to serve on Local-wide Union Committees and participate in Local-wide Membership Meetings. They must pay their current dues obligations. Retired members have the right to vote in at-large elections and to vote for the Retiree Division Delegate to the Executive Board. They are not eligible to hold or run for union office, other than Retiree Division Delegate to the Executive Board nor are they entitled to vote in agreements that apply to representational units.

E. Staff Member

A staff member is a person on the Local Union staff who maintains membership in the Local Union. With the exception of the Office of Executive Director, staff members are not eligible for nomination as an Officer or Industry Delegate to the Executive Board. Staff members are not eligible to vote in any Local Union election. To be eligible to serve as a delegate at any Central Labor Councils, State or County Federations, SEIU State Councils, Division or Service Councils or Conventions, staff members must maintain their membership at the maximum rate of a regular active member and meet all other criteria of this Constitution and Bylaws.

Section 2 - Other Representational Categories

All other employees eligible to receive representational rights from the Union are as follows:

A. Agency Fee

Agency Fee Payers are defined as those employees electing to pay agency fees in lieu of full Union membership dues. The agency fee payers shall be entitled to representational rights. Agency fee payers shall be ineligible to vote in Union elections or contract ratifications, hold office, or any other rights enjoyed by members in good standing.

Section 3 - Suspension of Good Standing Status of Membership

A member who shall be in arrears in the payment of any installment of dues or assessments more than one hundred and twenty (120) days after their due date shall not be in good standing and shall not be entitled to member rights as defined above.

Section 4 - Right to Inspect Records

For a purpose reasonable related to such person's interest as a member, a member has the right to inspect the following records of the Union upon written demand and at a reasonable time and place: (A) the minutes of the proceedings of the Executive Board and membership meetings, (B) the annual financial report, (C) the record of all of the members' names, addresses and internal Union voting rights.

Section 5 - Exclusive Representative

Every member in a SEIU Local 99 bargaining unit, by virtue of membership in this Local Union, authorizes this Local Union, as directed by the Executive Board, to act as the exclusive bargaining representative with full and exclusive power to execute agreements with members' employers governing terms and conditions of employment. Members further authorize this Local Union to act for members and have final authority in presenting, processing and adjusting any grievance, difficulty, or dispute arising under collective bargaining agreement or out of his/her employment with such employer, in such manner as this Local Union determines.

Section 6 - Strikes

A. Strike Authorization

When reasonable avenues of negotiations between this Local Union and its bargaining unit employers have been utilized, members of the affected bargaining unit may call for a vote to authorize a strike against its employer. A majority vote of fifty-percent plus one (50 % +1) of those in the affected bargaining unit voting must be reached for a strike to be authorized.

B. Notification to the International

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 the Local Union.

C. Notification to Local Union Executive Board

Prior to the granting of any strike sanction by a bargaining unit of this Local Union, said bargaining unit shall first meet with the Executive Board which will have an advisory role in this process, to ensure that these prerequisites have been met, prior to a strike occurring.

ARTICLE 5 – STRUCTURE

The structure of this Local Union shall consist of a General Membership, an Executive Board and the Industry Divisions.

Section 1 - General Membership

The General Membership is the body of this organization authorized to take lawful action, consistent with these Bylaws to act in behalf of the Local Union through their elected representatives.

Section 2 - Executive Board

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

Section 3 – Industry Division

Jurisdiction and composition of this Local Union shall be divided into Industry Divisions. Industry Divisions will function as a vehicle for members that share a common interest in regard to the agencies that employ them or services they provide, to work collectively. Industry Divisions may make recommendations to the Executive Board on plans and programs.

ARTICLE 6 – EXECUTIVE BOARD

Section 1 - Executive Board

A. Composition

The Executive Board shall consist of the Executive Director, President, Vice President, Secretary and Treasurer, and the elected delegates from each Industry Division. With the exception of the Executive Director, who shall serve on a full-time basis for the Local Union, Executive Board members shall not receive compensation of any kind for their service on the Executive Board.

B. Industry Division Executive Board Delegates

Each Industry Division shall be entitled to three (3) delegates, subject to the following limitations:

- 1) Where there are multiple bargaining units with the same employer within the same Industry Division, no bargaining unit may hold more than two (2) of the Division's three (3) seats;
- 2) Where there are multiple bargaining units with different employers within the same Industry, no bargaining unit may hold more than two (2) of the Division's three (3) seats; and
- 3) The LAUSD Industry Division shall also be entitled to an additional seven (7) delegates, one elected form each of the LAUSD Board Districts. Candidates must be assigned to a work location within the District whose seat they seek by the voting members employed within that District.

C. Retiree Division Delegate

Retirees shall be entitled to one (1) delegate, who shall be elected by vote of all retiree members, without regard to Industry Division.

Section 2 – Meetings

A. Regular Meetings

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

In addition, the Executive Board shall host two (2) Regional Membership meetings per year providing Board members the opportunity to inform the members of union programs and issues, listen to concerns, and gather information to assist in the proper representation of members. The location of the Regional Membership meetings shall be rotated in order to allow maximum access and participation by the members.

B. Special Meetings

Special meetings of the Executive Board may be called by the President or the Executive Board may call a special meeting based upon a request from one-fourth (1/4) of the currently seated Board members.

C. Order

All meetings of the Executive Board shall be conducted in accordance with the current edition of Robert's Rules of Order.

D. Minutes

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

E. Quorum

A simple majority of filled seats of the Executive Board shall constitute a quorum for the transaction of Union business at the meeting of the Board.

F. Attendance

In the event that any member of the Executive Board attends fewer than four of the six (6) regular meetings and regionally hosted membership meetings held in a given calendar year, that member's seat shall be declared vacant, subject to the procedures set forth in Article 14.

Section 3 - Authority

- A. The Executive Board shall have all the authority granted to it by these Bylaws, including, but not limited to the following:
- B. Develop an annual or multi-year budget;
- C. Establish plans, policies, and procedures that are required for the direction of the Union and the carrying out of decisions on program and budget;
- D. Approve expenditures, develop and take positions of this Local Union in respect to County Federations of Labor, International Union and State affiliates, endorsements, and any other matters related to political activities;
- E. Determine when a group of members should constitute a new Industry Division, as well as eliminating a current Industry Division, or consolidating current Industry Divisions and subsequently creating or eliminating Industry Division Delegate seats pursuant to Article 9;
- F. Develop annual and multi-year plans with goals and measurable standards subject to approval by the Executive Board; monitor accomplishments toward goals, adjust as necessary;

- G. Through committees where appropriate, plan and participate in rallies, celebrations, activities and conventions;
- H. Determine the compensation of the Executive Director;
- I. Approve contracts for services rendered to the Union. These contracts shall include but are not limited to; legal services, member benefit programs, auditing services, and facility leases, with input from the appropriate committees.

ARTICLE 7 - OFFICERS

Section 1 - Officers

The Officers of the Local Union shall be an Executive Director, a President, a Vice President, a Secretary and a Treasurer.

Section 2 - Term of Office

The term of office for Local Union Officers shall be for three (3) years. The term of office for Industry Division Executive Board Delegates shall also be for three (3) years. The term of office shall commence July 1 following the election.

Section 3 - Duties of the Executive Director

The Executive Director shall act as the Local Union's Chief Executive Officer. In the exercise of executive functions, the Executive Director is required to utilize sound judgment and independent discretion and is responsible for the implementation of Local Union policy, usually including:

- A. Manage and direct the day-to-day staffing, plan facility and office affairs of the Union;
- B. Develop procedures as it relates to day to day affairs to facilitate the implementation of the programs and goals of this Local Union;
- C. S/he shall be one of the persons authorized to countersign checks, as well as co-signing all contracts and warrants;
- D. Direct and manage the negotiations of wages, benefits and other terms and conditions of employment in collective bargaining agreements as well as handling of grievances and arbitrations;
- E. Collecting all dues and such other monies as may be due to the Local Union and, in cooperation with the Treasurer, depositing the funds to the accounts of the Local Union, as well as notifying by letter any or all of the membership who may be in arrears in the payment of their dues, if possible;
- F. Submitting for each fiscal year a proposed budget with all revenues and expenditures of the Local Union;
- G. Notify the International Union in writing when any collective bargaining negotiations or memorandums of understanding have been concluded, together with the number of employees covered and the expiration date of the contract;
- H. Notify the International Union of all those elected to office within 15 days of the Executive Board election;
- I. Turning over all records to a successor at the time a successor is selected and Executive Board or its designee has audited such records;
- J. Performing such additional duties as the Executive Board or the membership may direct.

The Executive Director may delegate any of the functions of the position, except the power of acting as Chief Executive Officer of the Union, or co-signing all contracts, checks and warrants, to any members of the Local Union staff as may be deemed necessary and in the best interests of the Local Union.

Section 4 - Duties of the President

The President shall be the presiding officer of the Local Union and shall preside over all Executive Board and General Membership meetings.

A. S/he shall be one of the persons authorized to sign all checks;

- B. S/he shall be an ex-officio member of all Industry Division, committees;
- C. S/he shall give a full report of his/her activities at each Executive Board meeting and General Membership Meeting;
- D. S/he shall build and maintain overall union strength as well as establishing and maintaining a visible presence of the Local Union in each of the Industry Divisions;
- E. In the event of a tie vote on the Executive Board s/he shall have the right to break a tie;
- F. May assign any of these duties, except those listed in subsection A above, to another member of the Executive Board.

Section 5 - Duties of the Vice President

The Vice President shall perform the duties of the President in his/her absence.

- A. S/he shall be one of the persons authorized to countersign all checks;
- B. S/he shall build and maintain overall union strength as well as establishing and maintaining a visible presence of the Local Union in each of the Industry Divisions;
- C. In coordination with Local Union staff, s/he shall be responsible for steward recruitment, training and development;

In the event of resignation, recall, or permanent absence of the President, the Vice President shall assume the office of President;

Section 6 - Duties of the Treasurer

The Treasurer shall be responsible for all financial affairs of this Local Union.

- A. S/he shall be one of the persons authorized to countersign all checks;
- B. In coordination with Local Union staff, s/he shall submit at least monthly appropriate financial statements of the expenditures and income to the Executive Board;
- C. S/he shall give appropriate financial reports to the General Membership;
- D. In coordination with Local Union staff, s/he shall oversee a yearly audit and engage the services of a Certified Public Accountant;
- E. In coordination with Local Union staff s/he shall be responsible for sending to the International Union and to any state council with which it is affiliated, the correct names, social security or social insurance numbers, addresses, phone numbers and e-mail, if available of all members of the Union (with proper zip codes), and all changes of address, the names and addresses of all members who are newly initiated or readmitted to the Union, a listing of all members who transfer or withdraw from the Union, a listing of all members who are suspended for non-payment of dues, or for any other cause, the names and addresses of all other persons from whom revenue is derived, and a complete record of all dues, other revenues and payments;
- F. In coordination with Local Union staff s/he shall promptly forward to the International Secretary-Treasurer copies of all annual audit reports and copies of all financial reports setting forth a statement of liabilities and a statement of receipts and disbursements that are required by law;
- G. In coordination with Local Union Staff shall forward to the International Secretary-Treasurer, by April 1 of each year, information and supporting documentation showing the average gross wage rate of its membership for the previous calendar year.

Section 7 – Duties of the Secretary

- A. S/he shall keep a correct and accurate record of proceedings of all regular and special Executive Board, General Membership meetings of the Local Union, in coordination with the Local Union staff;
- B. S/he shall furnish the chairperson of each committee a copy of such resolutions as may be adopted by the Local Union, applicable to its respective duties;
- C. S/he shall be one of the persons authorized to countersign all checks;
- D. S/he shall, in coordination with Local Union staff, maintain all official written documents of the organization and ensure they are kept in order and up to date in the office of the Local Union;
- E. S/he shall be responsible to send and receive all official correspondence related to trials and appeals.

Section 8 - Bonding

The Treasurer and all other officers and employees handling any monies of this Local Union shall be bonded, said bond or bonds to be procured immediately upon assuming office or employment.

Section 9 - Convention Representation

The Service Employees International Union Convention is held every four years. The Local Union will make every effort possible to budget and send at least one delegate from each Industry Division. All duly elected Officers of the Local Union shall be eligible to be ex officio delegates to all conventions and conferences of Service Employees International Union and its affiliated bodies.

A. Election of Delegates

With the exception of the Retiree Division Delegate position, the available delegate positions will be divided equally among the Industry Divisions. If the number of available delegate positions does not divide equally amongst all Industry Divisions, each Industry Division will first receive an equal number of delegate positions. Thereafter the remaining positions will be allotted to Industry Divisions as determined by the Executive Board. The Industry Divisions will hold elections to fill all available delegate positions.

ARTICLE 8 – LEADERSHIP ASSEMBLY

[The text of this Article was deleted by the 2017 Revisions.]

ARTICLE 9 – INDUSTRY DIVISIONS

Section 1 - Definition

Members that share a common interest in regard to the agencies that employ our members (such as school districts, private for-profit, and not-for-profit agencies) or services our members provide shall be organized into industry divisions.

Section 2 - Composition

Local 99 shall have the following *six* Industry Divisions: Early Education, Small Public K-12 Educational Institutions, Large Public K-12 Educational Institutions, Higher Education, County Office of Education, and Child Care.

A. Early Education Division

The Early Education Division is defined as all agencies, public, and private, for-profit and not-for-profit providing pre-Kindergarten educational services.

B. Small Public K-12 Division

The Small Public K-12 Educational Institutions Division is defined as all public agencies providing K-12 educational services wherein SEIU Local 99 represents fewer than 3,000 employees in each agency.

C. Large Public K-12 Division

The Large Public K-12 Educational Institutions Division is defined as all public agencies providing K-12 educational services wherein SEIU Local 99 represents 3,000 or more employees in each agency.

D. Higher Education Division

The Higher Education Division is defined as all agencies, public, private, for-profit and not-for-profit providing (post-high school) higher educational services.

E. County Office of Education

County Office of Education (LACOE) is defined as all county-based public agencies providing services to public K-12 districts.

F. Child Care

The Child Care division is defined as those providing child care services in their home.

Section 3 – New Industry Divisions

New industries may be formed by identifying two or more unique characteristics including diverse service, job classification and/or employer. The Executive Board may, by simple majority, vote to establish a new industry division.

<u>Section 4 – Elimination or Consolidation</u>

Existing Industry Divisions may be eliminated or consolidated by a two thirds vote of the Executive Board.

Section 5 – Industry Division Meetings

Divisions shall meet at least quarterly per year. The Industry Divisions shall schedule a meeting prior to the election of Industry Division Delegates and at-large officer positions for the purpose of allowing members to initiate their candidacy by obtaining nomination petitions and collecting signatures of fellow Industry Division members.

Section 6 - Purpose

The mission, duties and responsibility of each Industry Division shall include but not be limited to:

- A. Acting as a vehicle for defending the contracts and the rights of our members on a daily basis;
- B. Acting as a forum for discussing common problems and concerns and establishing effective solutions;
- C. Developing effective systems of worksite communication including distribution systems for written materials, updating bulletin boards, holding worksite meetings and other union-related activities;
- D. Facilitating discussion and dialogue on issues, union activities, training and education and other union-related concerns:
- E. Developing additional councils, and/or sub-committees as necessary based on needs within a particular classification, industry, shift, geographic area, temporary situation, multi-employer or multi-facility contract or other considerations.

Industry Divisions shall operate within guidelines approved by the Executive Board on such matters that include but are not limited to: structure and other appropriate policy matter.

ARTICLE 10 – STEWARDS

Section 1 – Definition

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

- A. Invigorate, encourage and inspire membership;
- B. Keep all members at the work location informed of union activities. Distributing and posting all appropriate information and conveying to union leadership the concerns and problems of the membership;
- C. Represent his/her worksite in appropriate meetings of the Local Union and is responsible for representing the interests of the members in their absence;

- D. Organizing a strong and united workplace, and contributing to organizing the unorganized in the community;
- E. Stewards are worksite leaders of the Local Union. Stewards will handle problems and grievances at the worksite and will act as the first line of contact with members and management at the worksite;
- F. Stewards shall orientate new members, ensuring that new workers are given the proper orientation to both their work and their Local Union;
- G. Stewards must attend Local Union Steward Trainings as defined below. Stewards are expected to complete the majority of the series of trainings;
- H. Stewards shall maintain overall union solidarity and enthusiasm at the worksite and organize a strong united workplace.

Section 2 - Requirements

A. Training

In the series of Steward Trainings, new stewards must attend two (2) trainings in their first year as a steward. This training must be completed within six (6) months of being elected as a steward. Continuing stewards or reelected stewards must attend one (1) in the series of steward trainings. This must be completed in the first six (6) months of their continuing term or new term.

B. Union Strength

The role of a Steward creates the foundation of any strong union. As such, stewards must engage in one the following activities throughout the course of every year in which s/he serves as a steward for this Local Union: attend Local Union rallies; attend appropriate Industry Division meetings; mobilize coworkers on a worksite issue; participate in a Local Union committee; conduct worksite meetings; or participate in a Local Union sponsored campaign.

C Inactive Stewards

Stewards who are inactive will be notified of their inactive status and shall have an opportunity to become active.

D. Term

Stewards shall be elected for a term of two years, subject to the limitations and procedures in Article 12, Section 14.

ARTICLE 11- ADMINISTRATION

[The text of this Article was amended and moved to Article 7 by the 2017 Revisions.]

ARTICLE 12– ELECTIONS

Section 1 – Nominations

A. Local-wide Officer Petitions

Any member who wishes to be a candidate for the Office of Executive Director, President, Vice President, Secretary or Treasurer may be nominated by submitting to the Chairperson of the Elections Committee, a nominating petition signed by 100 Members in good standing.

B. Industry Division Executive Board Delegate Petitions

Any member who wishes to be a candidate for the Office of Industry Delegate may be nominated by submitting to the Chairperson of the Elections Committee, a nominating petition signed by 25 Members in good standing within the Nominee's Industry Division or in the case of the seven (7) LAUSD Board District seats, number 1 through 7 per the LAUSD Board District map, twenty-five (25) Members in good standing assigned to a work location within the Board District of the Nominee for that District. Any member who wishes to be a candidate for the Office of Retiree Delegate may be nominated by submitting to the Chairperson of the Elections Committee, a nominating petition signed by 10 Members in good standing within the Retiree Division.

C. Local-wide Officer and Industry Division Executive Board Delegate Nomination Petitions
The petition shall state the candidate's name and the office for which he or she wishes to be nominated. No
member may be nominated for more than one office. Any member seeking nomination may obtain a nominating
petition from the Union office 30 days preceding the date the Chairperson of the Elections Committee sets as the
final day to turn in nominating petitions, which shall be the first Friday in March. The petition shall state the
petitioner's name (printed and signed) and his/her Division. Nominating petitions may be submitted to the
Chairperson of the Elections Committee personally or in care of SEIU Local 99. Members receiving a petition for
office may request a list of the worksite locations and addresses for bargaining units represented by SEIU Local 99
and this list shall be made available.

Notification of the nomination procedures and of all applicable dates shall be mailed to members at their last known home address, or published in the Local Union's monthly or quarterly newsletter.

D. Certification of Candidates

The Elections Committee shall make a determination of the eligibility of all potential candidates. This determination will be based on the potential candidates' membership status, the validity of the signatures on the qualifying petition and any and all conditions required by state and federal law.

A member not satisfied with a ruling of the Elections Committee may file a complaint with the Executive board within ten (10) days after the act complained of, to review the action of the Election Committee pursuant to provisions of this Local Union's Constitution and Bylaws.

E. Candidate Statements

All candidate statements must be received by the election Chairperson no later than 5 P.M. two (2) working days after the nominating petitions are due to be included in the Voter's Pamphlet. The Election Committee shall exercise reasonable authority inregard to preparing statements for mailing and may submit questionable material to legal counsel for an opinion as to potential liability upon the Local Union. Candidate statements must be no longer than 300 words in length. All material sent out by the Union shall contain the following disclaimer:

"This material is distributed through the offices of SEIU Local 99 of purpose of equal access and accommodation in the democratic election process. SEIU Local 99 does not endorse any candidate nor vouch for the accuracy of his/her statement."

F. Right to Inspect Records

Each bona fide candidate for office shall have the right, within thirty (30) days prior to any election in which s/he is a candidate, to inspect a list containing the names and last-known addresses of all members of this Local Union. Such inspection shall be arranged by the candidate with the Executive Director in advance. No candidate shall be permitted by the Executive Director to copy any names or addresses of members shown on such list. Such inspection must be made in the presence of the Executive Director or his/her designee.

<u>Section 2 – Eligibility for Local-wide Officers, Industry, and Retirees Division Executive Board Delegates</u>

A. Eligibility

A person shall be eligible to be nominated and to serve as an elected Local Union officer or Division Executive Board Delegate who has been a member in continuous good standing in the Local Union for at least one (1) year immediately preceding the nomination and who has during all of that

time paid the full dues required for the working members of the Local Union within each month when due. However, if any of its bargaining units or Industry Divisions has not been in existence the time herein required, a candidate for office must have been a member in continuous good standing for the entire time since affiliation, creation of new Industry Division or first contract.

B. Disqualifications

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

Section 3 - Industry Division Executive Board Delegates Election

Only members in good standing within each Division shall be allowed to vote for the delegates to represent that Division on the Executive Board. Members in good standing within each Industry Division will have the right to vote for the number of candidates that corresponds to the overall number of delegate seats reserved for the Industry Division on the Executive Board. Seats will be filled pursuant to the election procedures in Section 11, below.

For the seven (7) LAUSD Board District seats, only members in good standing within the District in which they are assigned to a work location shall be allowed to vote for the delegate to represent that Board District.

Section 4 – Election Procedures

Local Officer elections and Industry Division delegate elections will be conducted through one of the following methods, pursuant to the limitations and restrictions below: Mail Ballot administered by a neutral third party, mail ballot not administered by a neutral third party, or site balloting. When the services of a neutral third party administrator are engaged, the third party shall consult with and defer to the Elections Committee regarding matters within its purview. When the services of a neutral third party are not engaged the Elections Committee shall have the authority to supervise all phases of the election process.

<u>Section 5 - Third Party Administrator</u>

Mail balloting will normally be conducted by a neutral third party administrator in accordance with the rules established by the Local Union. The Executive Board may, by three fourths (3/4) vote, choose not to engage the services of a Third Party Administrator. This work shall include the verification of voter eligibility, mailing of ballots, replacement ballots and candidate statements, judging ballot validity and counting the votes for each elected office. All processes used by the third party election administrator shall be transparent and made known to all candidates in writing. Any candidate may appoint an observer to witness any of the above-outlined election processes. Only the third party administrator shall handle ballots. If this Local Union elects to conduct the election with a mail ballot but not to use a Third Party Administrator, Section 6, Mail Balloting procedures will be followed. If the Local Union chooses to conduct the election through site balloting, Section 7, Site Balloting procedures will be followed.

Section 6 - Mail Balloting

A. Mailing of Ballots

Ballot packages shall be mailed to all Members. It shall be mailed to the most current mailing address on file. Ballots must be returned by the United States Postal Service. Ballots not in the designated Post Office Box will not be counted. All ballots will remain in the Post Office until the afternoon of the date of the ballot count. On that date, the Chairperson of the Elections Committee or his/her designated representative will pick up the ballots at the post Office. Anyone who wishes to accompany and observe this pick-up must contact the Union office to make arrangements to do so.

B. Ballot Packages

Ballot packages shall contain all pertinent information. The packet shall contain two envelopes for return of the ballot. One unmarked envelope and one envelope addressed to the Union at a designated Post Office Box. Voters shall place their marked ballot in the unmarked envelope, seal it and place it into the stamped, addressed envelope. The outside envelope shall have a place on the back for the printed name and signature of the member.

C. Replacement Ballots

Any member who does not receive a ballot may request a replacement ballot by contacting the Union office. The replacement ballot will be mailed to the member or can be picked up at the Union office. The last date for requesting replacement ballots will be specified by the Elections Committee.

D. Counting of Ballots

Ballots shall be counted at the Union office at the end of the last day of voting. The names on the envelopes will be checked against the most current member list. Only those envelopes verified to have been received from members in good standing will be counted.

E. Observers

Any member who wishes to observe the ballot count may do so.

F. Ballots

All ballots shall be printed on paper of uniform size, color and texture. The names of all candidates who have qualified and who have been duly nominated shall be listed on the ballot. The position of the candidate's name on the ballot will be determined by lot.

Section 7 - Site Balloting

The Executive Board may decide to hold the Local-wide Officer and Industry Executive Board Division Delegate election through site balloting rather than mail balloting.

The Elections Committee shall determine the polling places and times to provide reasonable access to the membership for voting.

A. Balloting

Voters shall present photo identification and be checked off against a Union member list to obtain a ballot. In the event that photo identification is not available, an employee identification with employee number or paycheck stub may be substituted. The voter shall sign the member list. If a person wishing to vote is not listed on the member list, s/he may cast a challenge ballot with his/her printed name and signature on the back of the envelope. The challenge ballots will be held until the close of vote count. If the number of challenge ballots could make a difference in the outcome of the election, the challenge ballots will be checked for verification of membership. If the membership is found to be valid, the ballot will be counted.

B. Ballot Count

In the case of multiple sites balloting, site ballot boxes shall be sealed and signed by member observers at each site. Sealed boxes will be transported to the Election Committee at the Union office. Ballots shall be counted at

the end of the last day of voting. Any member wishing to observe the ballot count may do so. In the case of single site balloting, ballots shall be counted at the site by the Elections Committee.

C. Observers

Each certified candidate may appoint one observer per balloting site who shall be entitled to observe all phases of the election process including the site balloting and the counting of ballots. Each candidate that appoints observers shall indicate, in writing, to the Chairperson of the Elections Committee, the name of the candidate and the names of his or her observers. A candidate may serve as his or her own observer.

Section 8 - Certification of Results

Upon completion of the ballot count, the Elections Committee shall certify the results of the election, including the total number of votes cast for each candidate. The Elections Committee shall immediately declare elected the candidate receiving the highest number of votes for the given office. The results shall be posted at the Union office, and published in the Union newsletter.

Section 9 - Election Protests

Any member wishing to protest the manner in which the election was conducted may do so by filing a written protest with the Chairperson of the Elections Committee within seven (7) days after the election results are certified. The Elections Committee shall promptly meet, decide the protest and announce its decision within fourteen (14) days of the certification of the balloting results. Any decision of the Elections Committee may be appealed to the Executive Board within fifteen (15) days.

Section 10 - Disposal of Ballots

After certification of the results of the election, the voted ballots and other election materials shall be delivered to the Chairperson of the Elections Committee. The Chairperson shall then determine that all ballots and other election materials have been placed in containers, sealed and stored in such place as the Elections Committee deems appropriate. All such containers shall be stored unaltered for one (1) year subsequent to the date of the certification of the results of the election. If the election is not contested pursuant to Section 9 (above), all ballots and other election materials shall be destroyed by the Chairperson of the elections committee without the contents being examined after one year. The Chairperson of the Elections Committee shall certify to the Board at its next regularly scheduled meeting that the ballots and other election materials have been destroyed.

Section 11 - Declaration of Election

The candidate receiving the greatest number of all votes cast for the position for which s/he is a candidate shall be declared elected. With regard to the non-LAUSD Industry Division Delegate elections, the candidate receiving the greatest number of votes will win the first seat, the candidate receiving the second greatest number of votes will win the second seat, the candidate receiving the third greatest number of votes will win the third seat, and the candidate receiving the fourth greatest number of votes will win the fourth seat, pursuant to the limitation in Article 6, Section 1B.

Section 12 - Tie Votes

If, in any election, two or more candidates receive an equal number of votes and because of such tie vote, it is impossible to determine which candidate or candidates have been elected, the Elections Committee shall determine a method to decide the candidate elected. Methods shall include a runoff election, flipping a coin or drawing of straws. The Elections Committee shall determine the method to decide a tie vote including elections where the services of the neutral third-party administrator have been engaged.

Section 13 - Union Staff

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

Section 14 - Steward Elections

Stewards and alternates will be elected by co-workers through a process of collecting signatures of 25% of coworkers who are members in good standing in their workplace and bargaining unit on a petition provided by Local Union staff. If more potential stewards collect the requisite signatures than slots available, Local Union Staff will hold a worksite election.

When a steward transfers or is assigned to a worksite other than the one in which s/he was elected as a steward, his/her standing as a steward will not transfer to the new worksite.

ARTICLE 13 - RECALL

Section 1 - Executive Board Members

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

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.

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.

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.

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.

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

If a recall vote is not approved by a majority of those voting in the recall election, no new petition shall be considered valid for the remainder of that person's term of office.

Section 2 - Stewards

Stewards may be recalled by submitting a petition signed by 35% of members in good standing at that steward's worksite or specifically defined unit.

ARTICLE 14 – VACANCY IN BOARD POSITIONS

Section 1 – Definition of Vacancy

Vacancy includes any circumstance that results in no member holding a particular office, including, but not limited to, resignation, retirement, disqualifying promotion or transfer, death, or the seat went uncontested in a regular election because no eligible candidates were nominated.

Section 2 – Local wide Officer Vacancies

In the event a Local-wide Office is vacated, the Executive Board shall have the authority to appoint, by simple majority vote, a successor who shall serve the remainder of the unexpired term. In the event of the Presidency being vacated, the Vice-President shall succeed to the unexpired term.

Section 3 - Industry Division Executive Board Delegates

Vacancies, which would not be filled by a naturally occurring election in less than six (6) months, shall be filled by appointment of the Executive Board, by simple majority vote. If the vacated office would not be filled by a naturally occurring election in less than six (6) months, the vacancy will be filled by appointment.

ARTICLE 15 – COMMITTEES

<u>Section 1 – Standing, Special, and Ad Hoc Committees</u>

Committees are vitally important to develop the policies, positions and programs of the Union. Committees are intended to develop leadership and maximize membership participation and input in the decision making process and the work of the union. The Executive Board shall have the power to appoint standing, special, and ad hoc committees and determine their functions, duration, make up, and operating guidelines. All committees shall work in coordination with Local Union staff as assigned.

Section 2. Bylaws Committee

A Bylaws Committee may be formed by a three fourths (3/4) vote of the Executive Board. The Bylaws Committee shall be comprised of 2 members elected from each Industry Division. Each Industry Divisions shall elect the two members from different bargaining units, unless there is only one bargaining unit within that Industry Division. The Bylaws Committee shall review the Bylaws of this Union and present their findings to the Executive Board. The Chairperson of this Committee shall be elected by the members of the Committee.

Section 3. Elections Committee

Prior to February 1, in any election year, the Executive Board shall appoint an Elections Committee consisting of a Chairperson and at least five (5) additional members. There shall be at least one member from each Industry Division on the Elections Committee. No member may serve on the Elections Committee if s/he is a candidate for office. If a neutral third party administrator is not engaged, the Elections Committee shall determine all questions of candidate eligibility, be in charge of the election process and the counting of ballots, the certification of results and decide any election protests. In the case of a membership referendum vote, the Elections Committee shall be appointed prior to the mailing of the ballots.

ARTICLE 16 – REVENUES AND PROPERTY

Section 1 - Dues

A. Regular Members

Membership dues shall be established by the Local Union, subject to a vote of the General Membership, but shall not be less than the minimum dues required by the Constitution and Bylaws of the Service Employees International Union for all regular working members, unless proper waiver of such provisions is secured from the International President, except as provided in Section 3 below. Dues of this Local Union will be calculated as a percentage of bi-weekly or monthly income. The percentage will be no less than the minimum required by the International Union.

B. Retired Members

Retired Members shall pay membership dues as established by the Local Union but not less than that required by the Constitution and Bylaws of the Service Employees International Union for retired members, unless proper waiver of such provisions is secured from the International President.

C. Associate Members

Associate members shall pay a reasonable rate of dues, to be determined by the Executive Board.

Section 2 - Dues Payments

- A. Membership dues are payable through payroll deduction, or may be paid in cash on a quarterly basis, as permitted by applicable law. Cash dues shall be due and payable on the first day of the upcoming quarter. It shall be the responsibility of the individual member to notify the Union of any change in their employment status that might require an adjustment in their dues obligation.
- B. Members failing to pay quarterly cash dues within sixty (60) days of their due date shall be considered delinquent, and direct pay dues privileges shall be suspended, and they will have forfeited all rights and privileges as of that date. The Local Union shall notify the employer of such suspension and shall cause the employer to deduct dues through payroll deduction, if available.

Section 3 - Dues Vote

Any increase in the rate of dues or initiation fees or assessments, which have not been mandated by a Convention of the International Union, may be made only in accordance with the following procedure or in accordance with the SEIU Constitution. Dues, general and special assessments may only be changed by majority vote by secret ballot of members in good standing voting at any Special General Membership meeting(s) or as prescribed by the International Constitution and Bylaws pursuant to the requirements imposed, unless proper waiver of such provisions is secured from the International President.

The Treasurer shall give reasonable notice to the membership at least fifteen (15) days prior to the meeting(s) at which the membership will consider the question of whether or not such dues, initiation or reinstatement fees, general or special assessment, shall be changed or levied. The notice shall indicate that an increase or assessment is to be voted on. Such meeting(s) shall be Special General Membership Meetings.

In order to have the broadest participation possible, the following procedure will be used: at least ten (10), but not more than twenty (20), separate Special General Membership meetings will be scheduled in order for members to cast their vote. These meetings shall be scheduled within a fifteen (15) calendar day block of time at various accessible geographic locations, with consideration given to all shifts.

Section 4 - Local Union Property

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

The title of all property, funds and other assets of this Local Union shall at all times be vested in the Local Union Executive Board for joint use of the General Membership of this Local Union, but no member shall have any severable proprietary right, title or interest therein; except that all affiliating unions shall retain all properties, real or otherwise, as provided for in their affiliation agreements.

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

Section 5 – Retention of Records

All records of the Local Union pertaining to income, disbursements and financial transactions of any kind, whatsoever must be kept for a period of at least six years or longer, as required by applicable law.

ARTICLE 17 - GENERAL MEMBERSHIP MEETING

Section 1 - Meetings

A General Membership meeting of all the members of the Local Union together at the same time shall take place at least once annually at such time and place as the Executive Board may designate. The General Membership shall be notified of such meeting time and place fifteen (15) working days prior to such meeting. Such notice shall include the agenda of the meetings, including the Order of Business. The Order of Business at membership meetings shall be set by the Executive Director in consultation with the President. Members who wish to discuss areas of concern will have their issue or concern forwarded to the Executive Board. The Executive Board will provide members with a response to his/her issue or concern within sixty (60) days after the next regularly scheduled Board Meeting.

Section 2- Special Meetings or Referenda

Special meetings or referenda of the general membership shall be called by the President and/or the Executive Board by a three-fourth (3/4) vote of the Executive Board as specified in this Local Union Constitution and Bylaws, or may be initiated by petition signed by ten percent (10%) of the members in good standing. All petitions for referenda must be submitted on a form approved by the Executive Board. All signatures must 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.

A Special Meeting may involve either on site meetings(s) or the conduct of a mail ballot. If the Special meeting is called for the purpose of voting on a change in the Local Union dues, or a general or special assessment, members in good standing will be afforded voting rights. Special meetings or referenda shall state the nature of the business to come before the meeting/referendum, and only that business may be acted upon. The quorum for any Special meeting of the General Membership shall be 1,000 members.

ARTICLE 18 – INITIATIVES AND REFERENDUM

[The text of this Article was deleted by the 2017 Revisions.]

ARTICLE 19- AMENDMENTS

Section 1 – Origination of Amendments

Proposed amendments (s) of these bylaws may be originated by a majority vote of the Executive Board or by a petition signed by at least ten percent (10%) of the membership in good standing, upon a form certified by the Secretary and returned to the Executive board within ninety (90) days of issuance.

No proposed amendments(s) to the Bylaws shall be acted on unless and until such amendment(s) has been read at least once at the Executive Board

Meeting prior to the Board meeting at which action is to be taken on either referring the amendment(s) to a mail ballot or to a Special General Membership Meeting.

Section 2 – Voting Procedures

After an amendment to the Bylaws has been originated, the Executive Board shall either refer the matter to the General Membership for a mail ballot vote or may call a Special General Membership Meeting of the Local Union within sixty (60) days. A call for a Special General Membership Meeting shall state clearly the proposed amendments.

A. Mail Ballot

In the event there is a referral to the membership by mail ballot, the amendment (s) shall require a majority vote of those voting for approval. The quorum requirement shall be 1,000 members.

B. Special General Membership Meeting

In the event a Special General Membership Meeting is called, the meeting may approve or reject the proposed amendment(s) by a majority of the members voting, whether the vote is conducted by mail ballot or on site. The quorum requirement shall be 1,000 members.

For on-site voting, the Local Union may conduct balloting at multiple sites, times, and days, so as to facilitate voting in all geographic areas served by the Local Union; provided, however, that the total number of voting opportunities shall not exceed twenty (20).

Section 3 – Approval by International

All amendments shall be subject to ratification in accordance with the provisions of the International Constitution and Bylaws. No Amendment shall be valid or become effective until approved by the International Union.

ARTICLE 20 - CHARGES, TRIALS, PENALTIES AND APPEALS

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

Section 1 - Filing of Charges

The procedure prescribed in the International Constitution shall govern the filing of charges, conduct of trials and appeals, except that: Following receipt of charges, the President shall appoint a Trial Body of members from among the Industry Divisions, with no Division having more than one member to serve on the Trials and Appeals Committee. The President's appointments will be subject to approval by the Executive Board.

Section 2 - Procedures

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

Members may be charged with:

- 1. Violation of any specific provision of this Constitution or of the Constitution and Bylaws of the International Union;
- 2. Violation of an oath of office;
- 3. Gross disloyalty or conduct unbecoming a member;
- 4. If an officer, gross inefficiency which might hinder or impair the interests of the International Union or the Local 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 rules, regulations, policies or 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 International Union or the Local Union, or the wrongful destruction, mutilation or erasure of any books, records, bills, receipts, vouchers, or other property of the International Union or the Local Union;
- 10. Working as a strike breaker or violating wage or work standards established by the International or Local Union; and
- 11. The bringing of false charges against a member or officer without good faith or with malicious intent.

Whenever charges are preferred against any member or officer of the Local Union, the charges shall be filed in writing in duplicate with the Secretary. The charging party should specify what he/she believes constitutes a basis for the charges and the specific subsection (s) of this Article the charging party believes has been violated. The Secretary shall serve a copy of the charges on the accused either personally, or by registered or certified mail directly to the last known address of the accused at least ten (10) days before the hearing on the charges. 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 that 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 of acts that are the basis of the charges. Any member under charges may have another member of this Local Union act as counsel, to represent him or her in the presentation of his or her defense.

Following the conclusion of a full and fair hearing and in the event the charges, or any portion thereof, are sustained, then the Trial and Appeals Committee shall render judgment and impose disciplinary action as it deems necessary. If the charges are not sustained, the same shall be dismissed and the accused restored to full rights of membership or office in the Local Union. The decision of the Trials and Appeals Committee shall be reported at the next regular Executive Board meeting and may be sustained, modified, or rejected.

Section 3 - Union Remedies/Appeals

Subject to the provision of applicable statutes, every member or officer of this Local Union against whom charges have been proffered and disciplinary. action taken agrees, as a condition of memberships or affiliation and the continuation of membership of affiliation, to exhaust all remedies provided for in the Constitution and Bylaws of the International Union and in these Bylaws, and further agrees not to file or prosecute any action in a any court or tribunal, or other agency until those remedies have been exhausted. The members of Trials and Appeals Committee shall have a voice but no vote in connection with the appeals.

The SEIU Member Bill of Rights and Responsibilities in the Union shall be enforced exclusively through the procedures provided in this Article and any decision rendered pursuant to the procedures provided for herein, including any appeals, shall be final and binding on all parties and not subject to judicial review.

ARTICLE 21 – SEVERABILITY

Any provision of this Constitution and Bylaws which is in conflict with the International Union's Constitution and Bylaws or applicable law is of no force or effect but will not affect the validity of the remaining provisions. The Constitution and Bylaws, or any amendments thereto shall at all time be subordinate to the International Constitution and Bylaws as amended.

ARTICLE 22 – PARLIAMENTARY AUTHORITY

Where not in conflict with these Bylaws, the parliamentary authority for all meetings of this Local Union shall be Robert's Rules of Order, Revised.		
APPENDIX A		
SEIU Member Bill of Rights and Responsibilities on the Job		
Every member has 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.		
Have a meaningful and protected voice in the design and execution of ones work and in the long-term planning		

by ones employer, as well as the training necessary to take part in such planning.

Fair and equitable treatment on the job.

Share fairly in the gains of the employer.

Participate fully in the work of the union on the scope and content, and structure of ones job.

Every member has the responsibility to:

Participate in the union's efforts to establish and uphold collective principles and values for effective workplace participation.

To recognize and respect the interests of all union members when making decisions about union goals.

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

To participate fully in the union's efforts to expand the voice of workers on the job.

To give fully and fairly of ones talents and efforts on the job, and to recognize the legitimate goals of ones employer.

APPENDIX B

A SHORT COURSE IN PARLIAMENTARY PROCEDURE Using Robert's Rules of Order

The Agenda

After the meeting is called to order, the first thing to do is to adopt an Agenda or Order of Business. This will limit the meeting to taking up only the points on the Agenda. "Beefs" are often taken up under Good and Welfare or Welfare of the Union. If you've forgotten anything, take it up there too.

Motions

Business is conducted at a meeting by using Motions. A Motion is made from the floor, seconded and then debated.

In debating, or speaking on a motion, no member should be allowed to speak twice before everyone who wants to talk has spoken once. Speaking on a motion is called taking the floor.

Recognition

In order to make a motion, a member should rise, face the Chairperson, and signal or call for attention by saying "Brother/Sister Chair." When you make a motion, be very clear on what you are saying. If there is confusion, ask the Chairperson to help you straighten it out. That's part of his/her job.

Seconding

Motions must be seconded before they can be acted on. Once a motion has been made and seconded, it must be disposed of, either by being defeated, passed, tabled, or placed in committee.

Amendments

After a motion has been made and seconded, it is on the floor. Only then can an amendment be made. The object of an amendment is to change the original motion without destroying the sense of it.

For example, if there was a motion on the floor to hold a picnic, it could be amended to add a specific date or place, but it could not be amended to change the event from a picnic to a bowling tournament. Amendments generally take the form of inserting or adding words to the motion, striking out words or substituting words or sentences.

The Chairperson is obliged to rule out of order any proposed amendment which would do more than the above, and change the sense of the motion entirely.

Amendments to motions can be debated. After debate, the amendment is first voted upon, and then the motion itself is voted upon.

Renew a Motion

A rejected motion cannot be renewed at the same session. The same maker can renew it at a future session.

Voting

The Chairperson cannot vote unless there is a tie vote and the Chairperson wishes to break the tie.

Voting is normally by voice. If the result is not clear, the Chairperson should ask for a hand or standing vote, called a division of the house. If the Chairperson doesn't make such a call, a voting member has the right to demand it.

Deferring Action

Sometimes it is best to wait until another meeting to act on a motion. There are several ways to do this, but the easiest way is to table the motion. To do this, make a motion to table the question. After someone seconds the motion, the vote is taken. There is no debate on a motion to table. A simple majority carries the motion.

Motions that have been tabled are taken up by a motion to remove from the table. A second is required, no debate permitted, and a simple majority carries the motion.

Place in Committee

If you want to let a few members handle a certain matter instead of tying up the whole meeting, then this is done by placing the question in a committee by a motion to refer to committee. If there is no committee, then the Chairperson can set one up after the motion to refer is passed.

Appeals to Overrule the Chairperson

The Chairperson of the meeting has certain rights. They do not include "railroading" things through. A decision of the Chairperson can always be changed by appealing the decision of the Chair. When a member rises to appeal a decision of the Chair, he/she says, I appeal the decision of the Chair." After the appeal is seconded, the Chairperson steps down. Without further debate, the acting Chairperson puts the issue up for vote by saying "Shall the Chair be sustained?"

The chairperson is supposed to be the "servant of the assembly" and his/her job is to help get the work done. The Chairperson should not dominate the meeting by doing all the talking.

The Chairperson cannot authorize anyone to act in his/her place if absent from the meeting. That is in the Bylaws. In the absence of applicable Bylaws, the members present elect a Chairperson for the meeting.

The Question of Privilege

In questions of privilege, the only privilege involved is that of getting the attention of the Chairperson at once on a point of inquiry, point of procedure, point of order or point of personal privilege.

When raising a question of privilege, you do not wait for recognition from the Chairperson; you interrupt by stating, "Brother/Sister Chairperson, point of order (or inquiry, procedure or personal privilege)."

Raise a point of inquiry to ask a question vital to your understanding of the questions being discussed.

Raise a point of procedure if you feel the Chairperson is acting contrary to regular procedure.

Raise a point of order if you feel some member is acting contrary to regular procedure; you ask the Chairperson to take some action.

Raise a point of personal privilege if a member impugns your intelligence or character, or makes an untrue or unfair remark about you.

The Chairperson states, "The point is well taken," and takes action on it, if he/she agrees with you. If the Chairperson disagrees, s/he must give a reason and you may then appeal. However, the membership, unlike the Chairperson, is not obliged to recognize an appeal on a question of privilege. Thus, a chronic interrupter, abusing the privilege, can be silenced.

Committee of the Whole

In extreme cases, when the Chairperson is ruling with an iron hand, and has effectively straight-jacketed the members, despite all the other remedies available through use of Robert's Rules, it is possible for two thirds of the members to call a committee of the whole.

When you call for a committee of the whole, the union meeting is interrupted, and all members present become members of a committee. As such, they must elect a new Chairperson, as the regular Chairperson is obliged to step down. They are then free to discuss as you would converse at the dinner table, without Robert's Rules of Order. This may allow the members to get things back on track.

Motions must be made and passed, but finally, a motion must be passed to reconvene the union meeting, and the regular Chairperson resumes his/her post. All motions passed in committee of the whole must at that point be voted on by the members now assembled again as the union meeting.

The Minutes

The minutes of a meeting are a record of what happened at a meeting. Minutes are approved at the next meeting. This way, if there are mistakes, they can be corrected. That's how the rank and file keep the record straight. Minutes must record all motions.

Officers' Reports

Rank and file union members should be alert during the Officers' Reports. These reports are an accounting to the membership of how their elected officials have conducted union affairs since the last meeting.

Following the report, a motion must be offered from the floor to accept or reject the report. If you disagree with one or more points, you can make a motion to have each point considered separately. This is known as considering the points seriatim (in series). If the membership adopts your motion, you will be able to argue for rejection of the points with which you disagree.

APPENDIX C

OATHS AND INITIATION RITUAL

PRESIDENT: "It is my duty to inform you that the Service Employees International Union requires perfect freedom of inclination in every candidate for member. An obligation of fidelity is required; but let me assure you that in this obligation there is nothing contrary to your civil or religious duties. With this understanding are you willing to take an obligation?"

PRESIDENT: "You will now, each of you, raise your right hand and recite the following obligation:

(Answer.)

MEMBERSHIP OBLIGATION:

	_, pledge upon my honor that I will faithfully observe the Constitution and Bylaws ice Employees International Union.
,	nd other members in the history of the labor movement and to defend to the best farade unionism, and I will not knowingly wrong a member or see a member to prevent it."
	ke responsibility for helping to achieve the Union's vision for a just society where cople respected, where all families and communities thrive, and where we leave a for generations to come."
PRESIDENT: "You are now mo	embers of the Service Employees International Union."
OFFICERS' INSTALLATION OB	LIGATION
	pt my responsibility as an elected officer of the Service Employees International II faithfully observe the Constitution and Bylaws of the Service Employees

"I pledge that I will provide ethical, responsible leadership representing our members and organizing new workers to build power to win for all.

"I pledge to make the growing gap between the rich and everyone else the problem of our time, to inspire and support workers everywhere who are ready to take collective action to lift wages and create family-sustaining jobs, to elect political leaders on the side of the 99%, and to hold them accountable when they support policies that benefit the 1%.

"I agree to defend the principles of trade unionism; to work to improve the lives of working people; and to help elect pro-worker politicians.

"I will not knowingly wrong a member or see a member wronged if it is in my power to prevent it."

"I pledge to exercise leadership based on the SEIU standards of:

- Shared unity of purpose;
- Openness to questions and willingness to learn;
- Acting with the courage of our convictions;
- Working together with accountability; and
- Commitment to inclusion.

"I believe in and will fight for the SEIU vision of a just society where all workers are valued and people respected, where all families and communities thrive, and where we leave a better and more equal world for generations to come."

APPENDIX D

SEIU CODE OF ETHICS AND CONFLICT OF INTEREST POLICY Approved by the SEIU International Executive Board, June 13, 2009 Approved by the SEIU International Executive Board as revised, January 21, 2016

PART A: PREAMBLE

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

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

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

In particular, SEIU is committed to providing meaningful paths for member involvement and participation in our Union. The SEIU Member Bill of Rights and Responsibilities in the Union is a significant source of SEIU members' rights and obligations. Its exclusive enforcement Preamble Duty to members Accountability Member protections, responsibilities 50 APPENDIXES through the procedures set forth in Article XVII of the SEIU Constitution and Bylaws reflects a commitment to the democratic principles that have always governed SEIU. Article XVII's numerous protections against arbitrary or unlawful discipline of members also form an essential ingredient of the democratic life of the Union. Similarly, the requirement that Affiliates provide for regular meetings of the membership, set forth in Article XV, Section 5 of the Constitution, is another important element in the democratic functioning of SEIU. Finally, the provisions against discrimination and harassment on the basis of race, creed, color, religion, sex, gender expression, sexual orientation, national origin, citizenship status, marital status, ancestry, age and disability contained in Article III, Section 4 of the SEIU Constitution and in the Constitutions and Bylaws of Affiliates, the SEIU Anti-Discrimination and AntiHarassment Policy and Procedure, and similar policies of Affiliates forbid conduct in violation of SEIU's historic belief that our strength comes from our unity and diversity and that we must not be divided by forces of discrimination.

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

The scope and standards of this Code are set forth in the following Sections.

Section 1. Applicability to International Union.

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

Section 2. Applicability to SEIU Affiliates.

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

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

PART B: GENERAL OBLIGATIONS

Section 3. Obligations of Covered Individuals.

- (a) Commitment to the Code. SEIU and each Affiliate shall provide a copy of the Code to each covered individual. It is the duty and obligation of covered individuals to acknowledge annually that they have received a copy of this Code, that they have reviewed and understand it, and that they agree to comply with it.
- (b) Duty of disclosure. Covered individuals shall disclose to the SEIU Ethics Ombudsperson or the Affiliate Ethics Liaison, described in Part F of this Code, any conflict of interest or appearance of a conflict, which arises when their paramount duty to the interest of members is potentially compromised by a competing interest, including but not limited to an interest, relationship or transaction referenced in this Code. Actual, perceived and potential conflicts should be disclosed at the time that covered individuals become aware of them.

 (c) Disqualification from service to SEIU or Affiliate. No person shall serve as an officer or managerial employee of SEIU or any Affiliate who has been convicted of any felony involving the infliction of grievous bodily injury, or the abuse or misuse of such person's position or employment in a labor organization to seek or obtain illegal gain at the expense of the members, except for the limited exceptions set forth in applicable federal law.

PART C: BUSINESS AND FINANCIAL ACTIVITIES

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

(a) The assets and funds of a labor organization are held in trust for the benefit of the membership. Members are entitled to assurance that those assets and funds are expended for proper and appropriate purposes. The Union shall conduct its proprietary functions, including all contracts for purchase or sale or for the provision of significant services, in a manner consistent with this Code. All officers, executive board members and

employees of SEIU and SEIU Affiliates, whether elected or appointed, have a trust and high fiduciary duty to honestly and faithfully serve the best interests of the membership.

- (b) Consistent with Section 201 of the Labor-Management Reporting and Disclosure Act, SEIU shall permit a member for just cause to examine any books, records and accounts necessary to verify SEIU's annual financial report under that section to the U.S. Department of Labor.
- (c) Affiliates comprised solely of members employed by government bodies shall permit a member to examine its financial report submitted to a state agency and, consistent with state law and for just cause, to examine any books, records and accounts necessary to verify the Affiliate's financial report.

Section 5. Prohibited Financial Interests and Transactions. Covered individuals shall not, to the best of their knowledge, have a substantial ownership or financial interest that conflicts with their fiduciary duty.

- (a) For purposes of these rules, a "substantial ownership or financial interest" is one which either contributes significantly to the individual's financial well-being or which enables the individual to significantly affect or influence the course of the business entity's decision-making.
- (b) A "substantial ownership or financial interest" does not include stock in a purchase plan, profit-sharing plan, employee stock ownership plan (ESOP) or blind trust. Nor does it prohibit covered individuals from owning, through a mutual fund or other similar investment vehicle, the publicly traded shares of any employer with which SEIU or an Affiliate engages in collective bargaining or does business or which SEIU or an Affiliate seeks to organize, provided that all transactions affecting such interests are consistent with rates and terms established by the open market.
- (c) It is not permissible for any covered individual to:
- (1) Knowingly have a substantial ownership or financial interest in any entity that engages in collective bargaining with SEIU or any of its Affiliates; Employers Protection of member funds Fiduciary duty Examination of records Prohibited interests and transactions Definition SEIU 2016 53
- (2) Make or attempt to influence or participate in any way in a decision concerning the relations of SEIU or an Affiliate with a vendor, firm or other entity or individual in which the covered individual or his or her relative, spouse or business partner has a substantial ownership or financial interest; or
- (3) Engage in any self-dealing transactions with SEIU or any of its Affiliates, such as buying property from or selling property to SEIU, without the informed approval of the International Secretary-Treasurer (or Affiliate Secretary-Treasurer, as applicable), obtained after full disclosure, including an independent appraisal of the fair market value of the property to be bought or sold.
- (d) To ensure compliance with this Section, covered individuals are required to disclose any interests, transactions or interests covered by this Section in accordance with Section 3(b) of this Code.

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

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

- (1) This Section does not extend to payments and benefits that are provided to covered individuals by prohibited employers as compensation for their primary and regular employment.
- (2) This Section does not extend to work and services that covered individuals perform for prohibited employers or businesses on a part-time basis, through an arm's length transaction and for normal and customary pay for such work or services.
- (3) This Section does not extend to participation in events hosted by public officials involving discussion of public policy matters.
- (4) With respect to perishable items that are more than minimal but that are impracticable to return, such as food, it shall be considered compliance with this Section to discard such an item or place it in a common area for members and office staff to enjoy. If the gift is discarded or enjoyed communally, it is recommended that the giver should be advised of this disposition to dispel the appearance of any conflict of interest on the part of any covered individual and to discourage recurrence.
- (b) Covered individuals shall not knowingly accept personal payments or gifts from any member, absent a personal relationship independent of the relationship between the Union and the member, other than a gift of minimal financial value. This provision does not apply to contributions to campaigns for union office made in accordance with the SEIU Constitution and Bylaws.
- Section 7. Conversion of Union Funds and Property. Covered individuals shall not use, convert or divert any funds or other property belonging to SEIU to such individual's personal benefit or advantage.

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

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

PART D: BENEFIT FUNDS AND RELATED ORGANIZATIONS

Section 10. Obligations of Covered Individuals.

- (a) Benefit Funds.
- (1) For purposes of this Section:
- a. A "benefit fund or plan" means a retirement, health or welfare benefit fund or plan sponsored by SEIU or an Affiliate, or in which SEIU or an Affiliate participates.
- b. The definition of "substantial ownership or financial interest" provided in Section 5 applies.
- (2) Covered individuals who serve in a fiduciary position with respect to or exercise responsibilities or influence in the administration of a benefit fund or plan shall not:
- a. Have any substantial financial interest in, or any compromising personal ties to, any investment manager, insurance carrier, broker, consultant or other firm or individual doing business or seeking to do business with the fund or plan;
- b. Accept any personal payment from any business or professional firm that does business or seeks to do business with the fund or plan, other than contractual payment for work performed; or

- c. Receive compensation of any kind for service as an employee representative or labor-designated trustee for a fund or plan, except for reimbursement of reasonable expenses properly and actually incurred and provided uniformly to such representatives or trustees, with the proviso that it is not a violation of this provision for an officer or managerial employee who is not a full-time employee of SEIU or an Affiliate to be a lawfully paid employee of a fund or plan if such employment is consistent with applicable legal restrictions and fully disclosed through appropriate reports.
- (3) To ensure compliance with this Section, all covered individuals shall disclose any interests, transactions or relationships covered by this Section in accordance with Section 3(b) of this Code.
- (4) No person shall serve in a fiduciary capacity or exercise responsibilities in the administration of a benefit fund or plan who has been convicted of any felony involving the infliction of grievous bodily injury or the abuse or misuse of such person's position or employment in an employee benefit plan to seek or obtain an illegal gain at the expense of the beneficiaries of the employee benefit fund or plan, except for the limited exceptions set forth in applicable federal law.
- (b) Related Organizations.
- (1) For purposes of this Section, an organization "related to" SEIU or an Affiliate means an organization
- in which 25 percent or more of the members of the governing board are officers or employees of SEIU or an Affiliate, or
- for which 50 percent or more of its funding is provided by SEIU or an Affiliate.
- (2) Covered individuals who serve in a fiduciary position with respect to or exercise responsibilities or influence in the administration of an organization related to SEIU shall comply with the provisions and shall hold themselves to the standards of the SEIU Code while they are acting for or on behalf of the related organization.

PART E: FAMILY AND PERSONAL RELATIONSHIPS

Section 11. Purpose of Rules Governing Family and Personal Relationships. SEIU does not prohibit the employment of qualified relatives of current officers or employees, or of individuals with whom an officer or employee has a romantic or intimate personal relationship. SEIU also does not prohibit the retention of qualified vendors that employ relatives of current SEIU officers or employees or individuals with whom an officer or employee has a personal relationship. However, SEIU recognizes that the existence of such relationships can lead to problems, including favoritism or the appearance of favoritism toward relatives or those who are involved in a personal relationship. Giving these individuals special treatment – or creating the impression that they receive special treatment – is inconsistent with our principles of stewardship and accountability and with our duty to responsibly conduct the business of SEIU. The provisions of this part are designed to ensure that family or personal relationships do not influence professional interactions between the employees involved and other officers, employees and third parties. Section

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

Section 13. Prohibited Conduct. The following general principles will apply:

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

PART F: ENFORCEMENT

Section 14. Ethics Officer. The office of the Ethics Officer is established to provide independent assistance to SEIU in the implementation and enforcement of the Code. The Ethics Officer shall be an individual of unimpeachable integrity and reputation, preferably with experience in ethics, law enforcement and the workings of the labor movement. The Ethics Officer shall provide his or her services under contract and shall not be an employee of the International Union or any of its Affiliates. The Ethics Officer shall be appointed by the International President and confirmed by the International Executive Board. The International President, the International SecretaryTreasurer, and the SEIU International Executive Board may refer matters concerning the Code to the Ethics Officer for review and/or advice, consistent with Sections 22 and 23.

Section 15. Ethics Ombudsperson. The office of SEIU Ethics Ombudsperson is established to oversee implementation and enforcement of the Code and ongoing efforts to strengthen the ethical culture throughout the Union. The Ethics Ombudsperson is responsible for providing assistance to the International Union and Affiliates on questions and concerns relating to the Code and ethical culture; directing the training of SEIU and Affiliate officers and staff concerning the Code and ethical culture; responding to ethics concerns and complaints consistent with Sections 17-23; receiving and resolving disclosures of conflicts of interest; assisting the Ethics Officer; and providing other support as necessary to the overall SEIU ethics program. The Ethics Ombudsperson, in consultation with the Ethics Officer, shall issue a report to the SEIU International Executive Board annually, summarizing compliance, training, enforcement, culture building and related activities, and making recommendations for modifications to the ethics program that he or she believes would enhance the program's effectiveness. The Ethics Ombudsperson may also conduct periodic reviews for the purposes of monitoring compliance with this Code and determining whether partnerships, joint ventures, and

arrangements with management organizations conform to this Code, are properly recorded, reflect reasonable investment or payment for goods and services, further SEIU's tax-exempt purposes, and do not result in inurement, impermissible private benefit, or excess benefit transactions. The Ethics Ombudsperson shall be employed in the SEIU Legal Department

Section 16. Affiliate Ethics Liaison. Each Affiliate shall appoint an Ethics Liaison who will be available for ethics advice or guidance, will serve as an Affiliate's key contact with the International's Ethics Ombudsperson, will assist in enforcement of the Code, will oversee the delivery of ethics-related training, will assist the Affiliate in strengthening its ethical culture, and will serve as an ethical leader in the Affiliate.

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

Section 17. Complaints.

- (a) Any covered individual or member may file a written complaint concerning alleged violations of the Code. Oral concerns and complaints shall be reduced to writing for further processing as a complaint. Complaints should be signed or contain the name of the complainant(s), and shall be kept confidential pursuant to Section 24. Complaints alleging violation of the Code shall not be enforced under SEIU or Affiliate constitutions and bylaws unless they also allege violations of the constitutions and bylaws.
- (b) The International Union shall post contact information for submission of ethics complaints on the SEIU website and shall provide that information on request.
- (c) Each Affiliate shall provide its staff and membership with contact information for its Ethics Liaison.

Section 18. Complaints Handled by the International Union. Complaints alleging violation of the Code that are submitted to the International Union or the Ethics Officer shall be referred initially to the SEIU Ethics Ombudsperson. The Ethics Ombudsperson shall review ethics complaints submitted to the International Union and shall respond to them in his or her discretion, including but not limited to providing advice or guidance, resolving them informally, directing them to resources outside the ethics office, and referring them to the Ethics Officer or Affiliate for further processing. The individual submitting the complaint shall be notified of the status of the complaint as appropriate in the discretion of the Ethics Ombudsperson but in all events upon its conclusion.

Section 19. Complaints Handled by Affiliate; Notice to Ethics Ombudsperson. Ethics complaints that are raised with or referred to an Affiliate shall be investigated by the affected Affiliate and, where appropriate, may form the basis of employee discipline or formal internal union charges to be processed before a trial body in accordance with the requirements set forth in the Affiliate's constitution and bylaws and/ or the SEIU Constitution and Bylaws. The Ethics Ombudsperson may advise an Affiliate concerning matters related to the investigation and processing of complaints and charges alleging violation of the Code. Where a complaint involves an Affiliate's president, chief executive officer, chief of staff, secretary-treasurer, chief financial

officer, or the equivalent, the Affiliate shall notify the Ethics Ombudsperson as soon as practicable. The Ethics Ombudsperson may consult with the Ethics Officer concerning any question referred by an Affiliate.

Section 20. Failure to Cooperate; Bad Faith Complaints. Unreasonable failure by a covered individual to fully cooperate with a proceeding or investigation involving an ethics complaint or alleged violation of this Code shall constitute an independent violation of this Code. SEIU reserves the right, subject to notice, investigation and due process, to discipline persons who make bad faith, knowingly false, harassing or malicious complaints, reports or inquiries.

Section 21. Original Jurisdiction.

- (a) Requests for Original Jurisdiction. If an Affiliate or an Affiliate executive board member, officer, or member believes that formal internal union charges against a covered individual that also allege violations of this Code involve a situation which may seriously jeopardize the interests of the Affiliate or the International Union, or that the hearing procedure of the Affiliate will not completely protect the interests of the Affiliate, an officer or member, that individual may request that the International President assume original jurisdiction under Article XVII, Section 2(f) of the SEIU Constitution and Bylaws.
- (b) Assumption of Original Jurisdiction by International President. In accordance with Article XVII, Section 2(f) of the SEIU Constitution and Bylaws, the International President may in his or her discretion assume original jurisdiction of formal internal union charges also alleging violation of this Code if as a result of an investigation he or she believes that the charges filed against a covered individual involve a situation which may seriously jeopardize the interests of the Affiliate or the International Union. In his or her discretion, the International President may refer the matter to the Ethics Officer for a recommendation concerning the possible assumption of original jurisdiction.
- Section 22. Referral of Formal Charges to Ethics Officer. If formal internal union charges filed with the International Union under Article XVII, Section 3 of the SEIU Constitution and Bylaws also allege violation of the Code by an officer or executive board member of the International Union or an Affiliate, such charges may be referred to the Ethics Officer for review and recommendations.
- Section 23. Review of Claims by Ethics Officer. (a) If after review of the allegations of violations of the Code in a complaint or formal charge, the Ethics Officer finds that the allegations have merit and/or warrant further investigation, he shall recommend a response or course of action for the International Union to respond to the complaint or changes, including but not limited to the following:
- (1) Further investigation by SEIU personnel and/or outside investigator(s);
- (2) Filing of formal charges under Article XVII of the SEIU Constitution and Bylaws;
- 3) Assumption of original jurisdiction by International President pursuant to Article XVII, Section 2(f) of the SEIU Constitution and Bylaws;
- (4) Appointment of an outside hearing officer to conduct a trial under Article XVII, Section 3 of the SEIU Constitution and Bylaws;
- (5) Discipline of covered employees;
- (6) Sanction of covered officers or members accused in formal proceedings, and
- (7) Other action deemed appropriate in the discretion of the Ethics Officer.
- (b) If the Ethics Officer concludes, after review of allegations of violations of the Code, that the allegations are without merit or that further investigation is not necessary, he or she shall advise the International Union of his or her findings.

PART G: PROTECTION OF WHISTLEBLOWERS

Section 24. Confidentiality. SEIU will make all reasonable efforts to keep confidential the identity of any person(s) raising an ethics concern, inquiry, report or complaint under the Code unless disclosure is authorized by the complainant or is required for SEIU to carry out its fiduciary or legal duties. SEIU will also treat communications concerning ethics complaints or concerns with as much confidentiality and discretion as possible, provided that it remains able to conduct a complete and fair investigation, carry out its fiduciary and legal duties, and review its operations as necessary.

Section 25. No Retaliation. SEIU encourages all officers and employees to bring ethics concerns and complaints that the Code has been violated to the attention of the Union, as set forth more fully in Part F above.

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