

Constitution  
and  
Bylaws  
of  
SEIU local 513

2021

## **Article I Introduction, Mission, Vision, and Limitations**

**Section 1. Introduction.** This organization shall be known as SEIU Local 513 of the Service Employees International Union.

This organization is organized and shall operate exclusively for [LABOR] purposes within the meaning of Section 501(c)(5) of the Internal Revenue Code and for the promotion of labor and industry within the meaning of Kansas Code Section 17-1722.

### **Section 2. Mission Statement**

We are workers within the jurisdiction of the Service Employees International Union who seek a stronger Union to build power for ourselves and protect the people we serve.

We represent women and men of every race, ethnicity, religion, age and physical ability; we are the standard-bearers in the struggle for social and economic justice for the working people of Kansas. We seek to:

- aggressively organize workers in our industries in order to exercise power within those industries so that we may gain better wages and benefits for our members;
- promote the education and training of the membership in Union principles and the democratic process;
- organize within our jurisdiction without regard to race, age, gender, sexual orientation, national origin, religion, or disability;
- assist members in obtaining adequate compensation for their labor, greater control over all aspects of their work and to ensure job security;
- promote full participation of our rank and file members;
- promote recognition and respect for the vital role of workers in our society, and aid in the adoption of legislation in the interests of our members and the well-being of the people in general;
- strategically partner with community-based and people of color-led organizations that share our vision and values to build a broad and powerful movement for justice for all lowans;
- elect leaders into our government who put working families first and champion racial and economic justice – and ensure that those we elevate reflect the very best of who we are so we can define what we need to make our communities strong;
- hold all public officials accountable for using their power to ensure that no matter what we look like or what is in our wallets, freedom and justice is for everyone, no exceptions;
- leverage the collective strength and will of all of us – whether we are Black or white, Latinx or Asian, native or newcomer – to demand a true multi-racial democracy and an economy that works for everyone.

### **Section 3. Our Vision for a Just Society**

- Where all workers and their families live and work in dignity.
- Where work is fulfilling and fairly rewarded.
- Where workers have a meaningful voice in decisions that affect them and have the opportunity to develop their talents and skills.
- Where the collective voice and power of workers is realized in democratic, equitable and progressive unions.
- Where union solidarity stands firm against the forces of discrimination and hate, against structural racism, and against the unfair employment practices of exploitative employers.
- Where working people can live in safe and healthy communities.
- Where government plays an active role in improving the lives of working people.

**Section 4. Operational Limitations.** No part of the net earnings of the organization shall inure to the benefit of, or be distributed to, its directors, officers or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein. Furthermore, notwithstanding any other provision of these Bylaws, the organization shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal income tax under Section 501(c)(5) of the Internal Revenue Code of 1986, as amended (or the corresponding provisions of any future United States Internal Revenue Law). Notwithstanding any provision of these Articles of Incorporation, this organization shall not engage in any activities or exercise any powers that are not in furtherance of the purpose of this organization.

**Section 5. Dissolution.** Upon the dissolution of this organization, and after all of its liabilities and obligations have been paid, satisfied, and discharged, or adequate provisions made thereof, all of this organization's remaining assets shall be distributed to one or more organizations that are organized and operated exclusively for charitable, scientific, research or educational purposes within the meaning of sections 501(c) of the Internal Revenue Code.

## **Article II Jurisdiction**

**Section 1.** This local union shall have such jurisdiction as granted and approved by the International Union in accordance with the International Union Constitution and Bylaws.

### **Section 2.**

The object of this local shall be to develop a closer union and more complete organization of all wage earners under its jurisdiction and assist its members in obtaining adequate compensation for their labor and the general improvement of this local union to organize its jurisdiction completely and fully. This local union shall carry out all of the objectives and purposes of the international union.

## **Article III General**

Capitalized terms used herein both not otherwise defined shall have the respective meanings ascribed thereto first in the Constitution of the Service Employees International Union (the "International Union"), and second, if not otherwise defined therein, in the Bylaws of the International Union.

**Section 1.** Any person employed in any employment within the jurisdiction of this union shall be eligible for membership.

**Section 2.** There should be no discrimination against any member, or application for membership by reason of race, creed, color, religion, sex, gender expression, sexual orientation, national origin, citizenship status, marital status, ancestry, age, or disability.

**Section 3.** Newly elected members, before being admitted to membership shall subscribe to the membership application set forth in the international constitution and bylaws.

**Section 4.** Every member, by virtue of his membership and this local union is obligated to adhere to and follow the terms of the International Constitution. This local Constitution, and the working rules promulgated in accordance with this Constitution with respect to their rights, duties, privileges, and immunities conferred by them and by statute. Each member shall faithfully carry out such duties and obligations and shall not interfere with the rights of fellow members.

**Section 5.** Every member, by virtue of his or her membership in this local union, authorize this local union to act as their exclusive bargaining representative with full and exclusive power to execute agreements with his/her employer governing terms and conditions of employment. This local union may also act for the member and have final authority in presenting, processing, and adjusting any grievance, difficulty, or dispute arising under any collective bargaining agreement or out of their employment with such employer, in such manner as this local union, or its officers deem to be in the best interest of this local union. This local union and its officers and business representatives may advise the grievance not to process any such agreements, complaint, or difficulty or dispute gift, and their judgment, such grievance, complaint, or dispute lacks merit.

**Section 6.** No members shall interfere with elected officers or business representatives of this organization in the performance of their duties. Each member Shall, when requested, render such assistance and support of such duties as may be required of them, provided this does not interfere with their individual rights as a member. Each member shall adhere to the terms and conditions of pertinent collective-bargaining agreements, and shall refrain from any conduct that would interfere with the performance of this local union of its legal or contractual obligations.

**Section 7.**

No member shall engage in dual unionism, or espouse dual unionism or disaffiliation in the course of any meeting, or shall slander or libel this local union, its members or its officers, and shall not be a party to any activity to secure the disestablishment of this local union.

**Section 8.**

No member shall be permitted, at any assembly or meeting of other members, to engage in any of the conduct prohibited in Sections 2 through 7 above.

**Section 9. Membership applications:**

Membership applications will be received via online application process, text sign up, and the traditional membership card filled out by hand.

**Section 10. Associate Membership:**

(a.) Associate membership is open to employees excluded from active membership in the union, or members of affiliate labor organizations. Associate members shall submit an application for associate membership and pay dues as set forth by the Executive Board and the Executive Board should have the right to approve or disapprove associate membership applications. Associate members are ineligible to nominate officers, run for office, or vote in elections or matters of the union. Associate members are not entitled to representation by SEIU local 513 in a grievance, litigation, on a personnel board, or civil service matter. Associate members may attend meetings if they receive approval from the Executive Board. The Executive Board has the right to determine the benefits and privileges of associate members.

**Section 11. Bank Drafts:**

For the purpose of dues collection from members whose employers do not provide dues collection via payroll deductions, SEIU Local 513 will use electronic draft processing to secure funds authorized via the membership application.

**Article IV Officers, Nominations, and Elections**

**Section 1.** The officers of this local union shall consist of a president, financial secretary treasurer, recording secretary, Sergeant at arms, three vice presidents, and eight Executive Board members all officers and members of this Executive Board shall be elected at-large by popular vote.

Candidates for president, financial secretary treasurer, recording secretary and Sergeant at arms may be nominated by any member of this local.

The (3) vice president shall be nominated geographically (1) from the west area and (2) from the central area. The west area shall be any unit west of US Highway 81. The central area shall be Metropolitan Wichita.

The west area vice president shall be nominated by members employed in the west area.

The (2) central area vice president shall be nominated by members employed in Metropolitan Wichita. Only one vice president may be elected from the same employer. If the two (2) vice presidential candidates who receive the greatest number of votes are employed by the same employer, the vice president candidate with the next greatest number of votes who works for any different employer will be elected as the second central area vice President.

The determination of the first vice president, second vice president, and third vice president will be according to their popular vote.

The remaining Executive Board position shall be nominated by the membership in the following manner: members employed by USD 259 HR nominate unit members to fill four (4) positions; members employed by the city of Wichita shall nominate unit members to fill two (2) positions; members of the west area shall nominate unit members to fill one (1) position; and members employed by the city of Hutchison shall nominate unit members to fill one (1) position.

The president, financial secretary treasurer, Sergeant at arms, three (3) vice president's and eight Executive Board members shall constitute the Executive Board of local 513 ("Executive Board").

**Section 2.** Officers and candidates for the Executive Board shall be nominated at the regular monthly unit meetings in October and shall be elected by secret mail ballot. Elections will be completed by the end of December. The term of office of the newly elected officers and Executive Board members shall begin with their installation at the regular monthly meeting of the Executive Board in January. All officers and Executive Board members will be administered the installation (obligation oath) of office set forth in the international constitution and bylaws. The term of the office for the officers and Executive Board members of this local union shall be three (3) years officers and Executive Board members shall hold office until their successors are duly elected and installed.

**Section 3.** No member shall be eligible for nominations or elected as an officer in this local union, unless they have been a member in good standing continuously, for two (2) years immediately preceding the nomination and has during all of the time paid the full dues required for working and active members or lay-off status of the local union within each month when due. The international president may waive the foregoing requirements at his/her discretion. However, when a member is laid off from employment or is absent from work due to employer lockout or union authorize strike for more than twenty (20) days in any calendar month, such member will be credited for membership dues for the period of unemployment but not to exceed six (6) months in any calendar year.

**Section 4.** 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 union.

**Section 6.** All nominations for officers of this local union shall be made in open meeting, and elections shall be by secret mail ballot.

**Section 7.** The election shall be decided for the candidate receiving the most votes as set forth in section (1) of article IV.

**Section 8.** All elections for both positions shall be held in accordance with the provisions of the constitution of the Service Employees International Union and applicable law. An election committee shall have the power to establish supplemental rules and regulations for the conduct of the election provided they are not in conflict with the international constitution or applicable law.

Upon receipt of the certified count of the mail ballots from the election committee, the president or their designee will notify the local units of the results of the election at the units next regular meeting.

**Section 9.** Proxy voting should not be permitted in any election for any officer, members of the Executive Board, unit officers, delegate, or any other office in the local union. Write in candidates shall not be permitted in any election for an officer, member of the Executive Board, delegate, or any other office in the local union, except if expressly approved by the international president upon request of the local union Executive Board.

**Section 10.** In the event of a vacancy in the office of president by death, resignation, or otherwise: it shall be the duty of the Financial Secretary-Treasurer, in addition to their duties, to assume the duties of President. The Financial Secretary-Treasurer shall serve in this capacity for a period of not longer than sixty (60) days, during which time the officers shall be convened for the purpose of filling the vacancy for the unexpired term by majority vote. In the event of a vacancy in the office of Financial Secretary-Treasurer by reason of death, resignation, or otherwise: it shall be the duty of the President, in addition to his or her duties, to assume the duties of Financial Secretary-Treasurer. The President shall serve in this capacity for a period not longer than sixty (60) days during which time the officers shall be convened for the purpose of filling the vacancy for the unexpired term by majority vote. In the event the office of both the Financial Secretary-Treasurer and the office of the President are vacant by reason of death, resignation, or otherwise, then the Recording Secretary shall, in addition to his or her duties, assume the duties of the President and the Sergeant-At-Arms, in addition to his or her duties, shall assume the duties of the Financial Secretary-Treasurer in each case for a period of not longer than sixty (60) days, during which time the officers shall be convened for the purpose of filling the vacancy for the unexpired term by majority vote.

In the event of a vacancy in the offices of Recording Secretary, Sergeant-At-Arms, three (3) Vice Presidents or eight (8) Executive Board Members, by reason of death, resignation, or otherwise: the officers shall, within ninety (90) days after such vacancy has occurred, fill the vacancy for the unexpired term by majority vote. In event of a concurrent vacancy in the office of President and Financial Secretary-Treasurer by reason of death, resignation, or otherwise: the officers shall be convened within ten (10) days upon call by the first Vice President for the purpose of filling the unexpired term by majority vote.

**Section 11.** All officers and employees handling any money of this Local Union shall be bonded as required by applicable statutes. All required bonds must be procured immediately upon assuming office or employment. The premiums for all bonds shall be paid for by this Local Union. The International Secretary-Treasurer may direct the increase or decrease in the amount of the bond when they deem it necessary.

**Section 12.** If any officer or Executive Board Member of this Local Union misses three (3) consecutive membership or Executive Board meetings without a reasonable excuse for their absence, or fails to maintain their membership in good standing, the President may declare their office vacant. The vacant office shall be filled in accordance with Article IV, Section 10.

## **ARTICLE V** **DUTIES OF OFFICERS**

### **PRESIDENT:**

**Section 1.** It shall be the duty of the President to preside at all Executive Board meetings and conduct the same in accordance with parliamentary rules and in conformity with this Constitution and the International Constitution and Bylaws. It is also their duty to execute the laws and orders thereof, to vote on all questions before the Executive Board when there is a tie vote, and to appoint all committees unless otherwise provided for in this Constitution. They shall serve as an ex-officio member of such committees. They shall, when authorized by the Local Union, have the full power and authority to sign all contracts and agreements or any other documents for or in behalf of the Local Union. They shall also be eligible to serve as a delegate to general and special conventions of the International Union, and other conventions to which the Local Union is entitled to delegates. In the event of the Local Union is entitled to one delegate, the President will serve as a delegate.

### **VICE PRESIDENT:**

**Section 2.** The First Vice President shall perform the duties of the President in the absence of that officer, except in the case of any vacancy in accordance with Article IV, Section 5. The First Vice President shall preside at meetings when called upon by the President, and at times when the President may be temporarily unable to discharge their duties.

### **RECORDING SECRETARY:**

**Section 3.** It shall be the duty of the Recording Secretary to keep a correct and impartial account of the proceedings of each meeting of the Executive Board. They shall furnish the Unit

Chair Person of each unit and the Chair Person of each committee a copy of such resolutions as may be adopted by the Executive Board applicable to its respective duties. They shall notify the International Secretary-Treasurer of the names and addresses, with proper zip codes, of all officers elected to office within fifteen (15) days after the election. The Recording Secretary shall, on behalf of the Executive Board, receive all official communications and correspondence, except that addressed to the Financial Secretary-Treasurer. They shall be eligible to serve as a delegate to general and special conventions of the International Union, and other conventions to which the Local Union is entitled to delegates.

## **FINANCIAL SECRETARY-TREASURER**

**Section 4.** The Financial Secretary-Treasurer shall be responsible for all financial records and transactions. They shall collect all dues and other revenues of this Local Union and issue official receipts for same, and notify all suspended members two (2) months in arrears of the amount of their indebtedness.

The Financial Secretary-Treasurer 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, which are required by law.

It shall be the duty of the Financial Secretary-Treasurer to receive all monies paid to the Local Union, giving a receipt for same; and to announce receipts and disbursements at each Executive Board meeting.

The Financial Secretary-Treasurer shall deposit all monies in a bank recommended by the officers; keep a correct record of all dues payments, and all other money received and expended; submit financial statements quarterly at each Local Unit meeting; and pay all bills ordered by the Local Union when signed by the President. They shall not hold more than one hundred dollars (\$100) in their possession to meet the immediate demands of the Local Union. They shall submit the books and receipts to the Trustees for their audit and approval when called upon to do so. At the expiration of their official term of office, they shall turn over to their successor all monies and property of the Local Union that may be in Their possession. All funds shall be deposited in a bank, in the name of the Local Union, subject to an order signed by the President and the Financial Secretary-Treasurer.

The Financial Secretary-Treasurer shall keep all membership records and application cards, a record of all members admitted by initiation or otherwise, as well as rejections and suspended or expelled members. They shall send to the International Secretary-Treasurer an accurate record of all dues, payments, and other revenue; and they shall forward to the International Union the correct names and addresses, with proper zip codes and e-mail address and phone number, if available, and social security numbers, of all members of the Local Union. All address information will be provided to the State Council(s) that this local is affiliated. Every month they shall submit all changes of all members initiated or re-admitted and of all other persons from

whom revenue is derived as well as those suspended for non-payment of dues or for any other cause. They shall also submit monthly a correct list of those who take transfer or withdrawal cards.

The Financial Secretary-Treasurer shall also be eligible to serve as the second delegate to general and special conventions of the International Union and other conventions to which the Local Union is entitled to delegates. In the event the Local Union is entitled to one delegate, the Financial Secretary-Treasurer shall serve as the alternate. In the event the Local Union is entitled to two delegates, the Financial Secretary-Treasurer shall serve as the second delegate.

#### **TRUSTEES:**

**Section 5.** It shall be the duty of the Trustees to examine and audit the books of the Local Union; and, at least annually, to take an inventory of and verify the securities, investments, bank accounts, and cash funds then on hand. They shall see that the funds of this Local Union are deposited in one or more reliable financial institutions. It shall be their duty to recommend such measures as will simplify the duties of the Financial Secretary-Treasurer and safeguard the funds of the Local Union. They shall perform such other duties as may be assigned to them from time to time by the President or the Executive Board, when one of the Trustees is unable to act because of illness, absence, or otherwise, the remaining two trustees may carry out the duties imposed by this Article.

The Trustees shall be appointed by the President, by and with the advance consent of a majority of the Executive Board. They shall audit the books annually, and report findings on the same to the Local Union Executive Board. Term of office for trustees shall be one year.

#### **SERGEANT-AT-ARMS:**

**Section 6.** The Sergeant-At-Arms shall exercise functions of the Local Union. The Executive Board shall enforce the laws of the International Union, the Local Union laws, the instructions of the Local Union, and its own decisions. It shall report upon all matters, which, in its judgment, require consideration by the Local Units. The Executive Board shall be further empowered to appropriate funds to defray necessary expenses that are incurred. All such appropriations by the Executive Board shall be subject to question by the membership at their next regular meeting. Any such questions not resolved at the regular unit meeting shall be brought before the next regular Executive Board meeting for appropriate action. The Executive Board may recommend that the Local Union hire business representatives, office personnel, or other employees when they are needed. The Executive Board shall have power, subject to the provisions of this Constitution and Bylaws, to appoint sub-committees from its own membership, and pass upon and approve applications for membership and reinstatement.

#### **EXECUTIVE BOARD:**

**Section 7.** The Executive Board shall have all of the authority and powers granted to it by the Constitution and Bylaws of the International Union and by these Bylaws that govern the Local Union, including, but not limited to, the following:

- a. Provide the vision, develop the goals, plans and policies necessary to carry out the mission of the Union. The Executive Board is responsible for developing an annual or multi-year plan with goals and measurable standards and for monitoring and reporting progress toward the goals to members.
- b. To determine and set membership dues in accordance with the Constitution and Bylaws of the International Union, the Local Union Constitution and Bylaws, and applicable law.
- c. To approve or disapprove associate membership applications.
- d. To determine the benefits and privileges of associate members.
- e. To approve, in accordance with the Constitution and Bylaws of this Local Union, initiation fees, assessment, fines and other fees must be approved by the Local Executive Board and membership before they can be levied.
- f. Appoint committees in accordance with the Local Union Constitution and Bylaws.

The Executive Board shall have power to receive and hear complaints filed against any member or members, and act as trial body pursuant to procedures hereinafter contained, in the trial of accused members, and to submit to the membership its findings and recommendations after said trial. When a member of the Executive Board is an interested party or witness to any proceeding, that person shall be automatically disqualified from sitting as a member of the Board with respect to such proceeding. The Executive Board shall fix any compensation of any officers and employees. The Executive Board shall meet at least once a month; at a time, date and place as it may be decided. Special meetings of the Executive Board may be called by the President, two (2) Vice Presidents, or a majority of the Executive Board. A quorum for Executive Board shall be 50% plus 1. The decisions of the Executive Board shall be decided by a majority of those members present.

Executive Board members are eligible to serve as automatic delegates and alternates to general and special conventions of the International Union, and other conventions to which the Local Union is entitled to delegates, in the following order: President, Financial Secretary-Treasurer, Recording Secretary, Sergeant-at-Arms, Vice President (in order of the length of membership in good standing in Local 513), and Executive Board Members (in order of length of membership in good standing in Local 513).

## **ARTICLE VI**

### **INITIATION FEES, DUES AND ASSESSMENTS**

**Section 1.** The Revenues of this Local Union shall be derived from initiation fees, monthly dues, fines and assessments, and such other sources as may be approved by the Executive Board.

**Section 2.** The initiation fee shall be a minimum of \$2.00, the entire fee to accompany the application for membership. The initiation fee may be waived by the Local Executive Board during organizing campaigns and annual membership drives, or at any other time deemed appropriate.

**Section 3.** Dues of the active members of this union shall be determined by a majority vote of the members in attendance in good standing in a membership meeting subject to reasonable notice. Minimum dues for members of this Union shall be no less than the minimum dues established by the Constitution and Bylaws of the International Union. However, when a member is laid-off from employment or is absent from work due to employer lockout or union-authorized strike for more than twenty (20) days in any calendar month such member will be credited for membership dues for the period of unemployment, but not to exceed six (6) months in any calendar year.

The Local Executive Board shall have the power to set dues for retired Members, associate members, temporarily unemployed members, and members on extended leave of absence for medical or other valid reasons and.

**Section 4.** Any member failing to pay dues, initiation fees, assessments, fines, and other fees to the Local Union on or before the last day of the month in which the same are due, shall stand automatically suspended from membership in the Local Union. Any member suspended would surrender all rights and privileges, death gratuities or other benefits from date of suspension. Any suspended member may be re-admitted to membership within (30) days after automatic suspension upon payment of back and current dues, but in no event, shall such the suspended member be entitled to any privileges, death gratuities or other benefits which would have accrued or been due during the period in which such member was suspended. Any member who has been in suspension for a period greater than (30) days can be re-admitted upon the payment of a re-admission fee, as deemed appropriate by the Executive Board.

**Section 5.** Initiation fees, assessment, fines and other fees must be approved by the Local Executive Board and membership before they can be levied.

**Section 6.** All members of the Local Union are responsible to see that their dues are paid on or before the last day of the month in which the same are due.

**Section 7.** The failure of a steward, or any officer of the Local Union, to appear or to collect the dues shall not, in any manner, excuse the member from their obligation to pay their dues on or before their due date at the office of the Local Union.

**Section 8.** A suspended member who pays up their back dues and assessments shall, from the date of such payment, be considered the same as a new member.

**Section 9.** A member may request and be issued a withdrawal card, provided all dues and assessments have been paid up to the date of their application for such withdrawal card.

**Section 10.** A member taking out a withdrawal card from this Local Union shall not be entitled to benefits of any kind. A withdrawal card shall become null and void two (2) years after its issuance.

**Section 11.** Any increase in the rate of dues or initiation fees or the levying of any general or special assessment, which have not been mandated by a Convention of the International Union, shall when required by applicable law be made only in accordance with the following procedure:

- (a) Reasonable notice shall be given by the Financial Secretary-Treasurer to the membership at least fifteen (15) days prior to the meeting 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 may be regular or special.
- (b) At the regular meeting or special meeting called as provided in this Section, voting shall be by secret ballot of the members in good standing.
- (c) Majority vote by secret ballot of the members in good standing, voting at such meeting shall decide the issue.

**Section 12.** This Local Union shall pay Per Capita Tax to the International Union for any person from whom the Local Union receives revenue, whether called dues or otherwise; except retired members who are 75 years of age or older and who have been a dues paying member of this Local Union either as retired members for at least 10 years immediately prior thereto, on whom no Per Capita Tax shall be required, and provided further that they become LIFE MEMBERS and have no continuing dues obligations, but they shall none-the-less be eligible to enjoy all the benefits and privileges of retired members in the International Union, including continued participation in the International Union Death Gratuity Program if otherwise eligible. The Life membership category was deleted from the International Constitution at the 2000 convention. However, any members that were life members prior to May 2000 will continue as life members.

**Section 13.** All records of this Local Union pertaining to income, disbursements and financial transactions of any kind whatsoever must be kept for a period of six (6) years, or longer, if required by applicable law.

**Section 14.** Neither this Local Union nor any subdivision thereof, nor members or groups of members, including councils, conferences, league, clubs or any association composed of members of this Local Union, or affiliated body, or this Local Union, or any similar name or designation, nor in the name of the International Union, conduct any affair or any other activity, for the purpose of raising funds, including programs or soliciting advertising in any publication, either directly or indirectly, without first obtaining written permission from the International President of the International Union.

All of the aforesaid matters covered by this section, including without limitation, funds, solicitations, gifts, and donations collected in the name of the International Union, shall at all times be subject to audit by the International Union, and all books, records, and documents pertaining to matters covered by this section shall be available for inspection, copying and audit by the International Union.

**ARTICLE VII**  
**COLLECTIVE BARGAINING**

**Section 1.** The authority to bargain collectively for the Local Union shall be vested in the Local Unit Negotiating Committees.

**Section 2.** The results of any collective bargaining negotiations shall be subject to ratification by the membership of the Local Unit.

**Section 3.** A true copy of all collective bargaining agreements and contracts entered into by this Local Union shall, immediately upon execution, be filed with the International Research Department.

**ARTICLE VIII**  
**CHARGES AND APPEALS**

**PREAMBLE:**

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

**Section 1.** Whenever charges are preferred against any member or officer of this Local Union, the charges shall be filed in writing, in duplicate, with the Executive Board Recording Secretary. A written copy of such charges, specifying the nature of the offense which they are accused of, shall be served on the member or officer either personally, or by registered mail to the last known address at least ten (10) days before the charges are heard. The charges must specify the events or acts which the charging party believes constitutes a basis for charges and must state which subsection(s) of Section 1 of Article XVII of the International Constitution the charging party believe has been violated. If the charges are not specific, the trial body may dismiss the charges either before or at the hearing, but the charging party shall have the right to re-file more detailed charges which comply with this Section. No charges may be filed more than six months after the charging party learned, or could have reasonably learned, of the act or acts which are the bases of the charges.

**Section 2.** The Executive Board of the Local Union can act as the trial body or can appoint the trial body, except that where the member who has been charged or who has made such charges is a member of such Board, the Executive Board shall appoint a disinterested member as a substitute.

**Section 3.** The decision of the Executive Board shall be deemed final unless the individual or individuals against whom said decision shall have been rendered files with the Recording Secretary, a written request to appeal the decision of the Executive Board to the general membership of the Local Union. This appeal must be filed in writing within fifteen (15) days, in accordance with the provisions of Article XVII. Section 2(d) of the International Constitution and

Bylaws. Any further appeals of the Membership's decision shall be in accordance with Article XVII of the International Constitution and Bylaws.

Anyone appealing a decision of the Executive Board shall be permitted to present their case to the general membership of the Local Union, and shall thereafter be temporarily excused from the meeting during the discussion and voting following his presentation.

A two-thirds (2/3) vote of the general membership present shall be required in order to overrule the decision of the Executive Board. The members of the Executive Board shall have a voice, but no vote, on appeals.

**Section 4.** Any member under charges may have another member of this Local Union act as counsel, to represent them in the presentation of their defense.

**Section 5.** Charges, and the basis for charges, shall be governed by the provision of the Constitution and Bylaws of the International Union.

**Section 6.** In the event disciplinary action is taken against the accused, appeals may be taken in accordance with the provisions of the Constitution and Bylaws of the International Union.

**Section 7.** Subject to the provisions of applicable statutes, every member or officer of this Local Union against whom charges have been preferred, and disciplinary action taken agrees, as a condition of membership or affiliation, to exhaust all remedies provided for in the Constitution and Bylaws of the International Union and in this Constitution and Bylaws. The member further agrees not to file or prosecute any action in any court, tribunal, or other agency until those remedies have been exhausted.

**Section 8.** 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 IX** **STRIKES AND LOCKOUTS**

In case of a dispute between this Local Union and an employer or employers, the Local Union or affiliated body shall notify the International President of the International immediately. This Local Union or affiliated body shall not call a 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 the Local Union or affiliated body has stated that it has complied with all applicable notice requirements. If the Local Union or the affiliated body fails to give such notice, the International President may withhold sanction for the strike called by the Local Union or affiliated body.

**ARTICLE X**  
**MEETINGS**

**Section 1.** Local Units shall hold general unit meetings at least once a month at a time, date, and place as the Local Unit may direct. The minutes of the previous meeting shall be filed with the Recording Secretary of Local 513. Minutes should be filed prior to the next regular scheduled meeting.

**Section 2.** Special meetings of Local Units may be called by the chairperson, or by a majority vote of the Local Unit officers, upon reasonable notice to the membership; which notice shall specify the business to be brought before such meeting, and only the business so specified shall be considered at the meeting.

**ARTICLE XI**  
**AFFILIATES**

This Local Union shall affiliate with the Central Labor Body and the State Federation of Labor, where these exist; and with the appropriate Service Employees State Council, Conference, Division or Service Council, as determined by the International Union.

**ARTICLE XII**  
**COMMITTEES**

**Section 1.** The Executive Board of this Local Union shall appoint a Civil and Human Rights Committee, to assist it in carrying out the Civil and Human Rights programs, and policies of the International Union.

**Section 2.** The Executive Board of this Local Union shall appoint a Committee on Political Education to assist it in carrying out a program for sound political education and political action and encouraging it's members and their families to register and vote.

No Local Union shall establish its own registered federal political committee, or any political candidates fund, for contributions in connection with federal elections, provided, however, that the International President may, in their discretion, waive this provision or establish such conditions as the International President may deem necessary.

**Section 3.** The Executive Board of this Local shall appoint a Senior Members Committee to assist it in developing a program for senior members and retired members.

**Section 4.** The Executive Board of this Local Union shall appoint an Organizing Committee to assist it in developing organizing programs for this Local.

**Section 5.** The International Secretary-Treasurer shall be notified promptly by each Local Union of the composition of the Civil and Human Rights Committee, the Committee on Political Education, the Senior Members Committee, and the Organizing Committee.

### **ARTICLE XIII** **MEETING QUORUM**

**Section 1.** A quorum for Unit Meetings shall consist of five (5) members assembled at a regular or special meeting, called in accordance with this Constitution, and they shall be qualified to transact such business as may properly be considered at such meeting.

**Section 2.** A quorum for Executive Board shall be 50% plus 1.

### **ARTICLE XIV** **DISSOLUTION**

This Local Union cannot dissolve, secede, or disaffiliate while there are seven (7) dissenting members. In the event of secession, dissolution or disaffiliation, all properties, funds and assets, both real and personal, of this Local Union shall become the property of the International Union. Under no circumstances shall Local Union distribute its funds, assets, or properties individually among its membership. The International Union shall be notified by registered or certified mail of any meeting, scheduled by a Local Union or affiliated body for the purpose of taking a vote on disaffiliation from the International Union at least sixty (60) days prior to the date of such scheduled meeting, and a representative of the International Union shall be afforded an opportunity to speak at such meeting. The International President shall direct whether the membership vote shall be conducted by secret ballot at a membership meeting and/or by mail referendum, and, if appropriate, a separate method by which dissenting Local ballot at a membership meeting and/or by mail referendum, and, if appropriate, a separate method by which dissenting Local Unions or members may assert their dissent. The vote shall be counted by an independent neutral party. In the event of secession, dissolution or disaffiliation, all properties, funds, and assets both real and personal, of such Local Union or affiliated body shall become the property of the International Union. Under no circumstances shall any Local Union or affiliated body distribute its funds, assets or properties individually among its membership.

### **ARTICLE XV** **PROPERTY RIGHTS**

The title to all property, funds, and other assets of this Local Union shall, at all times, be vested with the Local Executive Board to serve the membership of this Local Union. No member shall have any severable proprietary right, title, or interest therein.

### **ARTICLE XVI** **AMENDMENTS**

**Section 1.** The Constitution and Bylaws of this Local Union may be amended by a two-thirds (2/3) vote at any regular Executive Board meeting of this Local Union, subject to ratification by a majority vote of all Local Unit Members. Any amendment to be voted on must be presented in writing and read at least once at regular Executive meeting before any action is taken. No amendment shall be valid or become effective until approved by the International Union.

**Section 2.** The Constitution and Bylaws of this Local Union shall at all times be subordinate to the International Constitution and Bylaws and amended thereto. If any conflict should arise between the Constitution and Bylaws of this Local Union, or any amendments thereto, the provisions of the International Constitution and Bylaws shall control.

**Section 3.** Constitution and Bylaws shall be reviewed every five (5) years.

## **ARTICLE XVII** **PROCEDURE AND DEBATE**

The meeting of this Local Union shall be governed by the Manual of Common Procedure, Rules of Debate, and Order of Business set forth in the Constitution and Bylaws of the International Union. Every member shall follow, and be subject to, such rules governing debate at all meetings of the Local Union.

## **ARTICLE XVIII** **UNIT OFFICERS**

**Section 1.** It shall be the duty of a Unit Chair Person to preside at all meetings of their unit, and to conduct same in accordance with parliamentary rules, and in conformity with these Bylaws and the Service Employees International Union Constitution and Bylaws.

**Section 2.** Unit Officers shall be elected by their unit. The term of office for Unit Officers shall be (2) years. Unit Officers will be nominated in November, elected in December, and take office in January. No member shall be eligible for nominations, or elected as a Unit Officer unless he or she has been a member continuously for two (2) years immediately preceding the nomination and has during all of that time paid the full dues required for working and active members on lay-off status of the Local Union within each month when due. The President of this Local Union may waive the foregoing requirements at their discretion for good cause, by and with the advance consent of the Executive Board.

**Section 3.** Unit Officers shall consist of a unit Chair Person, Vice Chair Person, Recording Secretary, and Sergeant-At-Arms.

**Section 4.** In the event of vacancies because of resignation, death, or otherwise; the vacant unit officer position will be filled by election at their next regular unit meeting following such vacancy.

**Section 5.** The Chair Person and Vice Chair Person of the unit shall act as chief steward and co-steward for their unit.

**Section 6.** An appropriate number of stewards will be elected in each unit for a term of two (2) years consistent with the term of Unit Officers. In the event of vacancies, the Unit Chair Person will appoint them.

**ARTICLE XX**  
**GENDER STATEMENT**

Any reference in this Constitution and Bylaws to Gender will be they, them and their when referring to the persons position in the union.

## **SEIU MEMBER BILL OF RIGHTS AND RESPONSIBILITIES ON THE JOB**

The right to have work that is worthwhile to society, personally satisfying to the worker, and which provides a decent standard of living, a healthy and safe workplace, and the maximum possible employment security. The right to have a meaningful and protected voice in the design and execution of one's work and in the long-term planning by one's employer as well as the training necessary to take part in such planning.

The right to fair and equitable treatment on the job.

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

The right to participate fully in the work of the union on the scope, content and structure of one's job.

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

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

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

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

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

## **SEIU MEMBER BILL OF RIGHTS AND RESPONSIBILITIES IN THE UNION**

The right to have opinions heard and respected, to be informed of union activity, to be educated in union values and union skills.

The right to choose the leaders of the union in a fair and democratic manner.

The right to a full accounting of union dues and the proper stewardship over union resources.

The right to participate in the union's bargaining efforts and to approve union contracts.

The right to have member's concerns resolved in a fair and expeditious manner.

The responsibility to help build a strong and more effective labor movement, to support the organizing of unorganized workers, to help build a political voice for working people, and to stand up for one's co-workers and all workers.

The responsibility to be informed about the internal governance of the Union and to participate in the conduct of the Union's affairs.

The responsibility to contribute to the support of the union. The responsibility to treat all workers and members fairly.

The responsibility to offer constructive criticism of the union.

## **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 through the procedures set forth in Article XVII of the SEIU Constitution and Bylaws reflects a commitment to the democratic principles that have always governed SEIU. Article XVII's numerous protections against arbitrary or unlawful discipline of members also form an essential ingredient of the democratic life of the Union. Similarly, the requirement that Affiliates provide for regular meetings of the membership, set forth in Article XV, Section 5 of the Constitution, is another important element in the democratic functioning of SEIU. Finally, the provisions against discrimination and harassment on the basis of race, creed, color, religion,

sex, gender expression, sexual orientation, national origin, citizenship status, marital status, ancestry, age and disability contained in Article III, Section 4 of the SEIU Constitution and in the Constitutions and Bylaws of Affiliates, the SEIU Anti-Discrimination and Anti- Harassment Policy and Procedure, and similar policies of Affiliates forbid conduct in violation of SEIU's historic belief that our strength comes from our unity and diversity and that we must not be divided by forces of discrimination.

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

**Section 1.** Applicability to International Union. The SEIU Code is henceforth applicable in its entirety to all officers, Executive Board members and employees of SEIU. These individuals are referred to herein as "covered individuals."

SEIU shall append or attach the Code in its entirety to its Constitution and Bylaws in its next and all future publications.

**Section 2.** Applicability to SEIU Affiliates. By enactment of the SEIU International Executive Board, the SEIU Code is applicable in its entirety to all officers, Executive Board members and employees of all affiliated bodies and local unions chartered by SEIU ("Affiliates" herein). These individuals are referred to herein as "covered individuals."

- a. Each Affiliate shall ensure that the Code extends to all employees as soon as practicable but in no event later than the end of 2020.
- b. Each Affiliate shall append or attach the Code in its entirety to its Constitution and Bylaws at its next and all future publications.
- c. Wherever reference herein is made to SEIU or an SEIU program, department or position, the corresponding reference is to the particular Affiliate or its equivalent program, department or position.
- d. Each Affiliate is responsible for enforcing the Code and educating its covered individuals on the Code in a manner consistent with the Code's terms, subject to assistance and oversight from SEIU.

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
- b. 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,
- c. whether elected or appointed, have a trust and high fiduciary duty to honestly and faithfully serve the best interests of the membership.
- d. 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.
- e. 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
- c. 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.
- d. 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;
  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.
- e. 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
  5. 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
- d. the same department, provided that there are no particular operational difficulties.
- e. 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
- f. supervise that individual. Prohibited decisions include, but are not limited to, decisions about hiring, wages, hours, benefits, assignments, evaluations, training, discipline, promotions, and transfers.
  - g. To ensure compliance with this Section, all covered individuals must disclose to the Ethics Ombudsperson or the Affiliate Ethics Liaison, as appropriate, any relationships covered by this Section in accordance with Section 3(b) of this Code.

## **PART F: ENFORCEMENT**

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

**Section 15.** Ethics Ombudsperson. The office of SEIU Ethics Ombudsperson is established to oversee implementation and enforcement of the Code and ongoing efforts to strengthen the ethical culture throughout the Union. The Ethics Ombudsperson is responsible for providing assistance to the International Union and Affiliates on questions and concerns relating to the Code and ethical culture; directing the training of SEIU and Affiliate officers and staff concerning the Code and ethical culture; responding to ethics concerns and complaints consistent with Sections 17-23; receiving and resolving disclosures of conflicts of interest; assisting the Ethics Officer; and providing other support as necessary to the overall SEIU ethics program. The Ethics Ombudsperson, in consultation with the Ethics Officer, shall issue a report to the SEIU International Executive Board annually, summarizing compliance, training, enforcement, culture building and related activities, and making recommendations for modifications to the ethics program that he or she believes would enhance the program's effectiveness. The Ethics Ombudsperson may also conduct periodic reviews for the purposes of monitoring compliance with this Code and determining whether partnerships, joint ventures, and arrangements with management organizations conform to this Code, are properly recorded, reflect reasonable investment or payment for goods and services, further SEIU's tax- exempt purposes, and do not result in inurement, impermissible private benefit, or excess benefit transactions. The Ethics Ombudsperson shall be employed in the SEIU Legal Department.

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

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

**Section 17.** Complaints.

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

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

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

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

practicable. The Ethics Ombudsperson may consult with the Ethics Officer concerning any question referred by an Affiliate.

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

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

**Section 21.** Original Jurisdiction.

- a. Requests for Original Jurisdiction. If an Affiliate or an Affiliate Executive Board member, officer, or member believes that formal internal union charges against a covered individual that also allege violations of this Code involve a situation which may seriously jeopardize the interests of the Affiliate or the International Union, or that the hearing procedure of the Affiliate will not completely protect the interests of the Affiliate, an officer or member, that individual may request that the International President assume original jurisdiction under Article XVII, Section 2(f) of the SEIU Constitution and Bylaws.
- b. Assumption of Original Jurisdiction by International President. In accordance with Article XVII, Section 2(f) of the SEIU Constitution and Bylaws, the International President may in his or her discretion assume original jurisdiction of formal internal Union charges also alleging violation of this Code if as a result of an investigation he or she believes that the charges filed against a covered individual involve a situation which may seriously jeopardize the interests of the Affiliate or the International Union. In his or her discretion, the International President may refer the matter to the Ethics Officer for a recommendation concerning the possible assumption of original jurisdiction.

**Section 22.** Referral of Formal Charges to Ethics Officer. If formal internal Union charges filed with the International Union under Article XVII, Section 3 of the SEIU Constitution and Bylaws also allege violation of the Code by an officer or Executive Board member of the International Union or an Affiliate, such charges may be referred to the Ethics Officer for review and recommendations.

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

- a. If after review of the allegations of violations of the Code in a complaint or formal charge, the Ethics Officer finds that the allegations have merit and/or warrant further investigation, he shall recommend a response or course of action for the International Union to respond to the complaint or charges, including but not limited to the following:
  1. Further investigation by SEIU personnel and/or outside investigator(s);
  2. Filing of formal charges under Article XVII of the SEIU Constitution and Bylaws;
  3. Assumption of original jurisdiction by International President pursuant to Article XVII, Section 2(f) of the SEIU Constitution and Bylaws;

4. Appointment of an outside hearing officer to conduct a trial under Article XVII, Section 3 of the SEIU Constitution and Bylaws;
  5. Discipline of covered employees;
  6. Sanction of covered officers or members accused in formal proceedings, and
  7. Other action deemed appropriate in the discretion of the Ethics Officer.
- b. If the Ethics Officer concludes, after review of allegations of violations of the Code, that the allegations are without merit or that further investigation is not necessary, he or she shall advise the International Union of his or her findings.

#### **PART G: PROTECTION OF WHISTLEBLOWERS**

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

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

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