

Supreme Court of Pennsylvania

Court of Common Pleas Civil Cover Sheet

Wayne

County

For Prothonotary Use Only:

Docket No:

317-Civil-2021

TIME STAMP

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

Commencement of Action:

- ☒ Complaint ☐ Writ of Summons ☐ Petition
☐ Transfer from Another Jurisdiction ☐ Declaration of Taking

Lead Plaintiff's Name:
Geraldine McGraw

Lead Defendant's Name:
Service Emps. Int' Union, Healthcare PA, CFW, GLE

Are money damages requested? ☒ Yes ☐ No

Dollar Amount Requested: ☒ within arbitration limits
(check one) ☐ outside arbitration limits

Is this a Class Action Suit? ☐ Yes ☒ No

Is this an MDJ Appeal? ☐ Yes ☒ No

Name of Plaintiff/Appellant's Attorney: The Fairness Center: Nathan McGrath, Danielle Susanj, Logan Hetherington

☐ Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

SECTION B

Nature of the Case: Place an "X" to the left of the **ONE** case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

TORT (do not include Mass Tort)

- ☐ Intentional
☐ Malicious Prosecution
☐ Motor Vehicle
☐ Nuisance
☐ Premises Liability
☐ Product Liability (does not include mass tort)
☐ Slander/Libel/ Defamation
☐ Other:

CONTRACT (do not include Judgments)

- ☐ Buyer Plaintiff
☐ Debt Collection: Credit Card
☐ Debt Collection: Other
☐ Employment Dispute: Discrimination
☐ Employment Dispute: Other
☐ Other:

CIVIL APPEALS

- ☐ Administrative Agencies
☐ Board of Assessment
☐ Board of Elections
☐ Dept. of Transportation
☐ Statutory Appeal: Other
☐ Zoning Board
☐ Other:

MASS TORT

- ☐ Asbestos
☐ Tobacco
☐ Toxic Tort - DES
☐ Toxic Tort - Implant
☐ Toxic Waste
☐ Other:

REAL PROPERTY

- ☐ Ejectment
☐ Eminent Domain/Condemnation
☐ Ground Rent
☐ Landlord/Tenant Dispute
☐ Mortgage Foreclosure: Residential
☐ Mortgage Foreclosure: Commercial
☐ Partition
☐ Quiet Title
☐ Other:

MISCELLANEOUS

- ☐ Common Law/Statutory Arbitration
☒ Declaratory Judgment
☐ Mandamus
☐ Non-Domestic Relations Restraining Order
☐ Quo Warranto
☐ Replevin
☐ Other:

PROFESSIONAL LIABILITY

- ☐ Dental
☐ Legal
☐ Medical
☐ Other Professional:

**COURT OF COMMON PLEAS OF PENNSYLVANIA
WAYNE COUNTY**

GERALDINE MCGRAW,

Plaintiff,

v.

SERVICE EMPLOYEES INTERNATIONAL UNION,
HEALTHCARE PENNSYLVANIA, CTW, CLC,

Defendant.

Case No. 317-Civil-2021

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Northern Pennsylvania Legal Services
925 Court Street
Honesdale, Pennsylvania 18431
(877) 515-7456

CERTIFIED FROM
THE RECORD

AUG 10 2021

EDWARD G SANDERCOCK
PROTHONOTARY & CLERK

PROTHONOTARY AND
CLERK OF COURTS
WAYNE COUNTY, PA
2021 AUG 10 AM 10:46

**COURT OF COMMON PLEAS OF PENNSYLVANIA
WAYNE COUNTY**

GERALDINE MCGRAW,

Plaintiff,

v.

SERVICE EMPLOYEES INTERNATIONAL UNION,
HEALTHCARE PENNSYLVANIA, CTW, CLC,

Defendant.

Case No. 317-civil-2021

COMPLAINT

Jury Trial Demanded

AND NOW comes Plaintiff Geraldine McGraw, by and through her undersigned counsel, and states the following claims for relief against Defendant Service Employees International Union, Healthcare Pennsylvania, CTW, CLC ("SEIU Healthcare Pennsylvania"), and avers as follows:

SUMMARY OF THE CASE

1. Ms. McGraw brings this civil action under the Declaratory Judgments Act, seeking a declaration that her purported membership card with Defendant is invalid because it is not an enforceable contract, because Defendant abused its fiduciary duty owed to Ms. McGraw when she signed the membership card, and because Defendant's nondisclosure of certain facts when Ms. McGraw signed the membership card amounts to misrepresentation.

2. Additionally, Ms. McGraw brings this civil action to address Defendant's failure to fairly represent Ms. McGraw when it induced her into signing her membership card.

3. Defendant and its officials told Ms. McGraw that she would have to sign a new membership card in order to vote on union matters (even though she already had the right to do so as a union member), and thereby induced Ms. McGraw into signing a membership card with language that was not in her previous dues deduction authorization(s). Defendant is now using that card to claim that Ms. McGraw could not end her financial support of Defendant when she chose.

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PROTHONOTARY & CLERK

4. The membership card is void and unenforceable under Pennsylvania law, so Defendant cannot rely on it to claim entitlement to retain dues forcibly deducted from Ms. McGraw's wages after she resigned her union membership.

5. Additionally, the manner in which Defendant induced Ms. McGraw to sign a new membership card violated its duty of fair representation owed to Ms. McGraw under *Fialsetti v. Loc. Union No. 2026, United Mine Workers of Am.*, 161 A.2d 882, 895 (Pa. 1960) by requiring her to act to her detriment in order to exercise a right she already had as a member of Defendant, to Defendant's benefit.

JURISDICTION AND VENUE

6. Where a complaint "sounds in contract," "the Court of Common Pleas ha[s] proper jurisdiction." *City of Phila. v. Dist. Council 33, AFSCME*, 598 A.2d 256, 259 (Pa. 1991).

7. "[B]reach of the duty of fair representation . . . is within the exclusive jurisdiction of the courts of common pleas." *Dailey v. PLRB*, 148 A.3d 920, 924 (Pa. Cmwlth. 2016).

8. This court has jurisdiction to award relief on the declaratory causes of action pursuant to 42 Pa.C.S.A. § 7531 *et seq.*

9. Venue is proper in Wayne County, because Defendant regularly conducts business in Wayne County, and the causes of action arose and the transactions and occurrences described in this Complaint occurred in Wayne County. *See* Pa. R. Civ. P. 2179(a)(2)–(4).

PARTIES

10. Plaintiff Geraldine McGraw is an employee of the Department of Corrections ("DOC") and a former member of Defendant within a bargaining unit represented by Defendant.

11. Ms. McGraw is a "public employe" for purposes of the Public Employe Relations Act ("PERA"), 43 P.S. § 1101.301(2).

12. Defendant SEIU Healthcare Pennsylvania is a labor union with a principal place of

business at 1500 North Second Street, Harrisburg, Pennsylvania 17102.

13. Defendant is an “employe organization” for purposes of PERA, 43 P.S. § 1101.301(3).

14. Defendant is also Ms. McGraw’s exclusive representative for purposes of PERA, 43 P.S. § 1101.606.

FACTUAL ALLEGATIONS

15. Ms. McGraw is, and was at all relevant times, employed by DOC as a Forensic Registered Nurse at SCI-Waymart State Prison in Wayne County, Pennsylvania.

16. At all relevant times, Ms. McGraw was subject to the provisions of the Collective Bargaining Agreement (“CBA”) between Defendant and the Commonwealth of Pennsylvania (“Commonwealth”).

17. Ms. McGraw has been a nurse with the DOC since 2001 and has been a forensic nurse since 2009.

18. As an employee in a job exclusively represented by Defendant for the purposes of collective bargaining and the terms and conditions of Ms. McGraw’s employment, Defendant owes a fiduciary duty, the duty of fair representation, to Ms. McGraw.

19. Ms. McGraw was a member in good standing with Defendant from June 2001 until her resignation from Defendant on or about October 17, 2020.

20. According to Defendant’s Bylaws, every member who is in good standing has the right to “vote on collective bargaining agreements directly affecting the members as employees.” SEIU Healthcare Pennsylvania Bylaws, art. 5. A copy of Defendant’s Bylaws is attached hereto and incorporated by reference as Exhibit A.

21. Defendant’s Bylaws also give members in good standing the right to “attend all regular and special meetings of his or her Chapter, and participate in discussion and vote on all

questions.” Ex. A, art. 5.

22. Defendant is a local, affiliated union of Service Employees International Union, CTW, CLC (“SEIU International”).

23. SEIU International guarantees to its members the rights “to have opinions heard and respected, to be informed of union activity, and to participate in the union’s bargaining efforts and to approve union contracts.” SEIU 2016 Const. & Bylaws, app. A. A copy of SEIU International’s 2016 Constitution and Bylaws is attached hereto and incorporated by reference as Exhibit B.

24. In 2000, Defendant obtained an arbitration award on behalf of the forensic nurses at SCI-Waymart that restricted the employer’s ability to assign forensic nurses to general population duties, which also meant that forensic nurses were able to have more overtime opportunities that came with overtime pay.

25. On information and belief, during discussions and negotiations in 2018 and 2019 between Defendant and the Commonwealth for a new CBA, Defendant and the Commonwealth discussed setting aside the arbitration award.

26. On or about August 14, 2019, some forensic nurses, including Ms. McGraw, met with Kevin Hefty, Director of Collective Bargaining for Defendant and an agent and official of Defendant, to discuss the upcoming CBA ratification vote.

27. At these meetings, some forensic nurses, including Ms. McGraw, voiced concerns about setting aside the arbitration award and stated their opposition thereto.

28. In response, Hefty, speaking as an agent and official of Defendant, informed Ms. McGraw and others present that they could address those concerns by voting on the CBA ratification and in a future vote on the arbitration award.

29. Hefty also told the forensic nurses, including Ms. McGraw, that, in order to participate in either vote, they would have to sign new membership cards, even if they were already

union members.

30. Ms. McGraw signed a new membership card on August 14, 2019. A copy of what Defendant alleges to be Ms. McGraw's membership card is attached hereto and incorporated by reference as Exhibit C.

31. The new membership cards handed out by Hefty contained the following "Payroll Deduction Authorization" language:

I hereby request and authorize my employer to deduct from my earnings and to pay to SEIU HCPA an amount equal to the regular monthly dues and initiation fees uniformly applicable to members of SEIU HCPA, regardless of if I am or remain a member of the Union. This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending written notice via U.S. mail to both the employer and SEIU HCPA during the period of fifteen (15) days before the annual anniversary date of this authorization or during the period of fifteen (15) days before the date of termination of the applicable contract between the employer and SEIU HCPA, whichever occurs sooner. This authorization shall be automatically renewed as an irrevocable check-off from year to year unless I revoke it in writing during the revocation period, even if I have resigned my membership in SEIU. I recognize that my agreement for the continuation or automatic renewal of my authorization for dues check-off, even if I have resigned my membership, is voluntary and not a condition of employment. This card supersedes any prior check-off authorization card I signed.

Ex. C.

32. On information and belief, this dues deduction authorization language was not in Ms. McGraw's previous membership cards, membership agreements, or dues deduction authorizations.

33. Defendant considers the new membership card to be an enforceable contract.

34. Defendant uses the new membership card Hefty told members to sign to claim that Defendant's members cannot end the deduction of union dues upon resignation of their union membership, unless their resignation falls within a 15-day window.

35. Ms. McGraw signed the new membership card because she believed Hefty's representations that she had to do so in order to vote on the CBA and matters pertaining to the arbitration award, and desired to do so.

36. However, Hefty's representations were false, as Ms. McGraw already had the right as a member of Defendant to vote.

37. Some forensic nurses did not sign new membership cards, and Defendant continued to recognize and treat them as members.

38. Neither Hefty nor any other representative of Defendant informed Ms. McGraw that she already had the right to vote on the CBA ratification and on questions regarding the arbitration award.

39. Hefty knew or should have known that Ms. McGraw had additional incentive to vote on the CBA ratification and/or on questions regarding the arbitration award because the forensic nurses were concerned about losing the arbitration award's benefits.

40. Hefty knew or should have known that informing Ms. McGraw that she already had the right to vote would correct Ms. McGraw's understanding of her rights.

41. Additionally, Defendant and Hefty knew that this new membership card had the new dues deduction authorization language, and that Defendant would use the new membership card to claim that Defendant's members cannot end the deduction of union dues upon resignation of their union membership, unless their resignation falls within a 15-day window.

42. Ms. McGraw had a relationship of trust and confidence with Defendant and Hefty as a member of Defendant and of the bargaining unit Defendant represents.

43. On August 14, 2019, Defendant and Hefty either knew or should have known that Ms. McGraw had the right not to pay any union dues should she become a nonmember, pursuant to *Janus v. AFSCME, Council 31*, 138 S. Ct. 2448, 2486 (2018).

44. Neither Hefty nor any other representative of Defendant explained to Ms. McGraw that she had a right under *Janus* to not pay any union dues should she become a nonmember.

45. Neither Hefty nor any other representative of Defendant explained to Ms. McGraw that Defendant would claim that the added language to her membership card affected her right not to pay union dues as a nonmember.

46. Defendant and Hefty either knew or should have known that Ms. McGraw did not have an adequate understanding of her right to not pay union dues if she became a nonmember or that Defendant would take the position that the new membership card affected that right.

47. Ms. McGraw signed the new membership card under the mistaken belief that the new membership card would not change, or be used by Defendant to claim a change in, Ms. McGraw's obligation to pay union dues.

48. Had Ms. McGraw known that Hefty's representations were false, or been informed of her rights under Defendant's Constitution and/or Bylaws and under state and federal law, she would not have signed the new membership card.

49. Had Ms. McGraw known that Defendant would claim that the new membership card entitled it to have the Commonwealth collect dues from her wages against her will and after she was no longer a member of Defendant, she would not have signed the membership card.

50. When Ms. McGraw signed the new membership card, Defendant did not make any new or additional promises, commit to any new or additional obligations, or otherwise provide to Ms. McGraw anything of value that she was not already entitled to before she signed the new membership card.

51. In the months that followed her signing of the new membership card, Ms. McGraw grew increasingly frustrated with the representation offered by Defendant and did not feel that Defendant was advocating for her interests, because Defendant did not adequately try to prevent the

elimination of the arbitration award.

52. Accordingly, on or about October 17, 2020, Ms. McGraw resigned her membership in Defendant and revoked any authorization for the deduction of dues from her wages.

53. On October 20, 2020, Defendant responded, stating that it had processed Ms. McGraw's resignation but would continue taking dues until Ms. McGraw's resignation period of June 30, 2021, to July 14, 2021, citing the new membership card.

54. Defendant included what appeared to be a portion of the new membership card with its October 20, 2020 response letter. *See* Ex. C.

55. Dues deductions from Ms. McGraw's wages continued against her will through January 22, 2021.

56. Defendant still possesses the dues taken from Ms. McGraw's wages from October 17, 2020, to January 22, 2021.

CAUSES OF ACTION

COUNT I

Declaratory Action: Invalidity of Membership Card and Dues Deduction Authorization

57. The foregoing paragraphs are incorporated by reference as if set forth fully herein.

58. Ms. McGraw brings this claim pursuant to the Declaratory Judgments Act, 42 Pa.C.S.A. § 7531 *et seq.* Under the Declaratory Judgments Act, "Courts . . . have the power to declare rights, status and other legal relations whether or not further relief is or could be claimed." *Id.* § 7532. "Any person interested under a . . . written contract, or other writings constituting a contract . . . may have determined any question of construction *or validity* arising under the instrument . . . and obtain a declaration of rights, status, or other legal relations thereunder." *Id.* § 7533 (emphasis added).

The Dues Deduction Authorization is Not an Enforceable Contract

59. “It is axiomatic that before a contract may be found, all of the essential elements of a contract must exist, including consideration.” *Commonwealth Dep’t of Transp. v. First Pa. Bank, N.A.*, 466 A.2d 753, 754 (Pa. Cmwlth. 1983).

60. “A contract is formed when the parties to it 1) reach a mutual understanding, 2) exchange consideration, and 3) delineate the terms of their bargain with sufficient clarity.” *Weavertown Transp. Leasing, Inc. v. Moran*, 834 A.2d 1169, 1172 (Pa. Super. 2003).

61. “A contract is evidenced by a mutuality of obligation. A mutuality of obligation exists when both parties to the contract are required to perform their respective promises. If a mutuality of promises is absent, the contract is unenforceable. . . . If the promise is entirely optional with the promisor, it is said to be illusory and, therefore, lacking consideration and unenforceable.” *Geisinger Clinic v. Di Cuccio*, 606 A.2d 509, 512 (Pa. Super. 1992) (citations omitted).

62. The new membership card and its dues deduction authorization is not an enforceable contract.

63. Defendant is not a party to the dues deduction authorization as it is merely an authorization to Ms. McGraw’s employer for the deduction of dues.

64. Defendant is not bound in any way by the dues deduction authorization.

65. The dues deduction authorization does not require Defendant to perform any actions, nor does it contemplate any future actions by Defendant.

66. Defendant has not made any promises or offered any consideration for Ms. McGraw’s authorization of dues deductions.

67. Ms. McGraw’s authorization is nothing more than a gratuitous, “voluntary,” authorization.

68. Defendant may not enforce an agreement to which it is not bound.

69. Defendant may not enforce an agreement as a contract where it has not provided any consideration.

70. Therefore, Defendant may not enforce the noncontractual dues deduction authorization because it lacks consideration and mutuality of obligations.

**Alternatively, the New Membership Card
is Void Because it Lacks Additional Consideration**

71. “Under Pennsylvania common law, once a contract is formed, additional consideration is required to modify the contract.” *Corsale v. Sperian Energy Corp.*, 374 F. Supp. 3d 445, 454 (W.D. Pa. 2019).

72. “Consideration is defined as a benefit to the party promising, or a loss or detriment to the party to whom the promise is made.” *Stelmack v. Glen Alden Coal Co.*, 14 A.2d 127, 128 (Pa. 1940) (internal citation omitted). The consideration must be “*quid pro quo*.” *Id.* at 129.

73. “If one party to a contract, in agreeing upon a modification of it, neither assumes an additional obligation nor renounces any right, the promise of the other is nudum pactum and *void*.” *Fedun v. Mike’s Café, Inc.*, 204 A.2d 776, 781 (Pa. Super. 1964) (emphasis added).

74. Despite Ms. McGraw’s resignation, Defendant continued to cause dues to be deducted from Ms. McGraw’s wages until January 22, 2021, and retains those funds to this day.

75. Defendant claims that it is entitled to Ms. McGraw’s funds due to the new membership card Ms. McGraw signed on August 14, 2019.

76. On information and belief, the dues deduction authorization language on which Defendant relies to justify retaining Ms. McGraw’s funds, and to identify the June 30, 2021 to July 14, 2021 resignation window, was not in any previous agreement or authorization between Ms. McGraw and Defendant.

77. When Ms. McGraw signed the August 14, 2019 membership card, Defendant did

not make any new or additional promises, commit to any new or additional obligations, or otherwise provide to Ms. McGraw anything of value to which she was not already entitled when she signed the new membership card.

78. Thus, while Defendant claims that Ms. McGraw took on a new obligation, according to Defendant's interpretation of the new membership card, including the new provisions and June 30, 2021 to July 14, 2021 resignation window date, Defendant did not take on any new obligation, loss, or detriment.

79. Accordingly, the modification of the contractual relationship between Ms. McGraw and Defendant lacks consideration and is void.

**Alternatively, the New Membership Card
is Voidable Due to Defendant's Abuse of a Fiduciary Relation**

80. Pennsylvania courts look to the Restatement (Second) of Contracts as an authority in contract law. *See, e.g., TruServ Corp. v. Morgan's Tool & Supply Co.*, 39 A.3d 253, 263 (Pa. 2012); *Scarpitti v. Weborg*, 609 A.2d 147, 149 (Pa. 1992); *Merrill Lynch, Pierce, Fenner & Smith v. Perelle*, 514 A.2d 552, 559 (Pa. Super. 1986).

81. Restatement (Second) of Contracts § 173 (Am. L. Inst. 1981) states that:

If a fiduciary makes a contract with his beneficiary relating to matters within the scope of the fiduciary relation, the contract is voidable by the beneficiary, unless

- (a) it is on fair terms, and
- (b) all parties beneficially interested manifest assent with full understanding of their legal rights and of all relevant facts that the fiduciary knows or should know.

82. Because Ms. McGraw was a member in good standing of Defendant and was employed in a bargaining unit represented by Defendant on August 14, 2019, Defendant was a fiduciary and Ms. McGraw was its beneficiary.

83. The terms of the new membership card discussed above are not fair, meaning not

made on fair terms.

84. Hefty told Ms. McGraw that she had to sign a new membership card in order to vote on the CBA and arbitration award, but he knew or should have known that Ms. McGraw already possessed that right, and that informing Ms. McGraw that she already had the right to vote would correct her understanding of her rights.

85. On August 14, 2019, Hefty and Defendant either knew or should have known that Ms. McGraw had the right under *Janus* not to pay any union dues should she become a nonmember of Defendant and that they would claim that the new membership card would require Ms. McGraw to pay dues as a nonmember.

86. Defendant did not explain to Ms. McGraw the facts related to the new membership card or Ms. McGraw's rights under *Janus*.

87. Ms. McGraw did not have an adequate understanding of all the legal rights and of all relevant facts that Hefty and Defendant either knew or should have known.

88. The new membership card Defendant had Ms. McGraw sign is within the scope of the parties' fiduciary relationship, because it purports to govern Ms. McGraw's rights and obligations as a member.

89. Had Ms. McGraw understood the relevant facts, she would not have signed the new membership card.

90. Because Defendant owed a fiduciary duty to Ms. McGraw and made representations and omissions that caused Ms. McGraw to sign the new membership card without a full understanding of her legal rights or all relevant facts that Defendant knew or should have known, the new membership card is voidable.

Alternatively, the New Membership Card is Voidable Due to Defendant's Misrepresentation

91. "If a party's manifestation of assent is induced by either a fraudulent or material

misrepresentation by the other party upon which the recipient is justified in relying, the contract is voidable by the recipient.” Restatement (Second) of Contracts § 164 (Am. L. Inst. 1981).

92. Ms. McGraw was entitled to know all material facts related to the new membership card because of a relation of trust and confidence between herself and Defendant.

93. Ms. McGraw was justified in relying on Defendant, including its agents and officials.

94. Defendant, by and through its agents and officials, misrepresented to Ms. McGraw that she did not have the right to vote on the CBA or arbitration award unless she signed the new membership card.

95. Defendant, by and through its agents, made misrepresentations to Ms. McGraw through its non-disclosure of facts related to the new membership card and to Ms. McGraw’s rights. *See* Restatement (Second) of Contracts § 161 (Am. L. Inst. 1981).

96. Defendant and Hefty knew that Ms. McGraw believed she had to sign the new membership card in order to vote on the CBA and arbitration award, and Defendant and Hefty knew or should have known that Ms. McGraw’s belief was a mistake.

97. Hefty knew that informing Ms. McGraw that she already had the right to vote on CBAs, or on questions regarding the arbitration award, would correct that mistake.

98. Additionally, Defendant and Hefty knew that this new membership card had the new dues deduction authorization language.

99. Ms. McGraw was induced to sign the new membership card due to the material or fraudulent misrepresentations of Defendant.

100. Ms. McGraw was induced to sign the new membership card under the mistaken belief that the new membership card did not change her rights under previous dues deduction authorizations.

101. Defendant and Hefty knew that Ms. McGraw did not have an adequate

understanding that she had a right to not pay union dues if she became a nonmember and that the language of the new membership card would impact that right.

102. Had Ms. McGraw understood that she already had the right to vote on CBAs and/or questions regarding the arbitration award and that signing the August 14, 2019, membership card would impact her right to not to pay union dues should she become a nonmember, she would not have signed the membership card.

103. The failure of Defendant to disclose the above facts to Ms. McGraw was a failure to act in good faith and fair dealing.

104. Due to Defendant's misrepresentations, including its non-disclosure of facts, the new membership card is voidable.

**Alternatively, the Dues Deduction Authorization
is an Unenforceable, Unconscionable Contract of Adhesion**

105. An adhesion contract is a standard form type document which is offered without any room for negotiation. *See Denlinger, Inc. v. Dendler*, 608 A.2d 1061, 1066 (Pa. Super. 1992).

106. "Once a contract is deemed to be one of adhesion, its terms must be analyzed to determine whether the contract as a whole, or specific provisions of it, are unconscionable." *Id.* at 1067.

107. "An unconscionability analysis requires a two-fold determination: (1) that the contractual terms are unreasonably favorable to the drafter ("substantive unconscionability"), and (2) that there is no meaningful choice on the part of the other party regarding the acceptance of the provisions ("procedural unconscionability')." *Cardinal v. Kindred Healthcare, Inc.*, 155 A.3d 46, 53 (Pa. Super. 2017) (citation omitted).

108. A contract of adhesion is procedurally unconscionable under Pennsylvania law. *See Quilloin v. Tenet Health System Phila., Inc.*, 673 F.3d 221, 230 (3d Cir. 2012) (quoting *Chepkevich v. Hidden*

Valley Resort, L.P., 2 A.3d 1174, 1190 (Pa. 2010)).

109. A contract or provision is substantively unconscionable where it “unreasonably favors the party asserting it.” *Salley v. Option One Mortg. Corp.*, 925 A.2d 115, 119 (Pa. 2007).

110. Defendant and/or agents or representatives of Defendant drafted the new membership card and the dues deduction authorization provision that included language regarding a “revocation period” of 15 days.

111. Defendant did not provide Ms. McGraw with any opportunity to negotiate the terms or language of the new membership card and dues deduction authorization.

112. Defendant induced Ms. McGraw to sign the new membership card and dues deduction authorization based on misrepresentations as to Ms. McGraw’s voting rights.

113. Ms. McGraw had no meaningful choice in whether to sign the new membership card and dues deduction authorization.

114. Specifically, due to Defendant’s misrepresentations, Ms. McGraw mistakenly believed that she had to sign the new membership card and dues deduction authorization or else forfeit her vested rights as a member of Defendant.

115. Thus, the membership card and its dues deduction authorization is a procedurally unconscionable contract of adhesion.

116. The dues deduction authorization is also substantively unconscionable because it unfairly imposes a tight window for effective revocation of dues, even though Ms. McGraw no longer receives any benefit from membership in Defendant.

117. The Third Circuit has found employment contract provisions requiring employees to submit a claim to arbitration within five to thirty days of the event to be substantively unconscionable and unreasonably favorable to the employer. *See Nino v. Jewelry Exchange, Inc.*, 609 F.3d 191, 202 (3d Cir. 2010); *Parilla v. LAP Worldwide Servs. VI, Inc.*, 368 F.3d 269, 277–78 (3d Cir.

2004); *Alexander v. Anthony Int'l, LP*, 341 F.3d 256, 266 (3d Cir. 2003).

118. According to Defendant's interpretation, the "revocation period" contained in the dues deduction authorization is only 15 days in length, per year.

119. The provision further requires redundant and unnecessary measures such as notice via U.S. mail to both the employer and Defendant.

120. Furthermore, the dues deduction authorization is purportedly irrevocable, regardless of whether Ms. McGraw resigned her membership in Defendant.

121. This unjustifiably short "revocation period" unreasonably favors Defendant because Defendant receives dues from Ms. McGraw despite her resignation from Defendant.

122. In other words, the dues deduction provision has been unconscionably utilized by Defendant to take Ms. McGraw's wages without conferring any benefit upon Ms. McGraw, and without affording her a reasonable method or time period for revocation.

123. Therefore, the new membership card's dues deduction authorization is an unenforceable, unconscionable contract of adhesion.

124. In sum, there is no valid contract, agreement, or any other document signed by Ms. McGraw that authorized Defendant to have Ms. McGraw's employer deduct dues after she revoked her authorization to have dues deducted from her wages.

125. Accordingly, Ms. McGraw seeks a declaration that the new membership card and/or the dues deduction authorization is not an enforceable contract, and that Defendant is not entitled to any funds retained by Defendant in reliance on the new membership card and/or the dues deduction authorization.

COUNT II

Breach of Duty of Fair Representation

126. The foregoing paragraphs are incorporated by reference as if set forth fully herein.

127. Because the “[u]nion has assumed the role of trustee for the rights of its members and other employees in the bargaining unit” and employees are “beneficiaries of fiduciary obligations owed by the [u]nion[,] . . . the [u]nion bears a heavy duty of fair representation to all those within the shelter of its protection.” *Falsetti*, 161 A.2d at 895.

128. Accordingly, unions must “act in good faith, in a reasonable manner and without fraud.” *Id.*

129. “A union breaches the duty of fair representation when it acts in bad faith toward its members, and violates the fiduciary trust created from the principal-agent relationship.” *Case v. Hazelton Area Educ. Support Pers. Ass’n*, 928 A.2d 1154, 1158 (Pa. Cmwlth. 2007).

130. Defendant owes a duty of fair representation to Ms. McGraw.

131. Defendant breached its duty of fair representation to Plaintiff by failing to “act in good faith, in a reasonable manner and without fraud.” *Falsetti*, 161 A.2d at 895.

132. Defendant violated its guarantees and representations to Ms. McGraw regarding the rights of membership by requiring her to sign a new membership card and threatening to deny her right to vote on the CBA even though she was a member of Defendant at the time of the vote.

133. Defendant’s actions were arbitrary, discriminatory, and/or in bad faith because, as Hefty told Ms. McGraw, Defendant would deny her the rights guaranteed to her as a member if she refused to sign a new membership card that Defendant interprets to guarantee it further financial support to the financial detriment of members who wish to resign outside a 15-day window.

134. Defendant failed to act in good faith, in a reasonable manner, and/or without fraud by requiring Ms. McGraw to sign a new membership card in order to exercise the right to vote that she already had.

135. Defendant and/or its agents knew that Ms. McGraw was worried about the current negotiations and the potential that the arbitration award could be set aside.

136. Defendant and/or its agents used this knowledge to leverage Ms. McGraw, and other forensic nurses at SCI-Waymart, to sign new membership cards so that they could vote on the upcoming CBA and/or on questions regarding the arbitration award.

137. At that time, Defendant was aware of the *Janus* decision and that nonmembers within its bargaining unit no longer had to pay union dues.

138. Defendant added the new dues deduction authorization language to its membership cards in order to make it more difficult for members to stop paying dues once they became nonmembers.

139. Defendant asked its current members to sign new membership cards but did not explain to them the existence of the new language, their rights under *Janus*, or that the new membership cards had the new dues deduction authorization language that would have the potential to impact their rights.

140. Defendant concealed the actual reason that it wanted Ms. McGraw to sign a new membership card, instead telling her that she would have to sign it in order to exercise the rights that she already possessed under Defendant's Bylaws and/or Constitution.

141. Each of the forgoing allegations, both independently and collectively, demonstrates that Defendant acted in bad faith, an unreasonable manner, and with fraud, or otherwise violated its fiduciary trust created between Defendant and Ms. McGraw.

142. As a result of the foregoing, Ms. McGraw has suffered or will suffer pecuniary injury in the form of dues paid in reliance on Defendant's representations about member benefits and inducement to sign the new membership card, and a loss of confidence in Defendant's ability to fairly represent her interests.

COUNT III
Unjust Enrichment

143. The foregoing paragraphs are incorporated by reference as if set forth fully herein.

144. Ms. McGraw conferred membership dues deducted from her wages to Defendant even after she had resigned from Defendant.

145. Defendant accepted and has retained these membership dues to which it was not entitled after Ms. McGraw resigned from Defendant.

146. Defendant justified its acceptance and retention of these membership dues after Ms. McGraw resigned from Defendant based upon a void and unenforceable membership card.

147. Because Defendant had no legitimate justification for the taking of union dues from Ms. McGraw's wages after Ms. McGraw had resigned, it would be inequitable to allow Defendant to retain said dues.

148. Unless Defendant is ordered to return Ms. McGraw's membership dues which Defendant improperly retained, or to otherwise pay restitution to Ms. McGraw, then Defendant will continue to be unjustly enriched.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests this Honorable Court to:

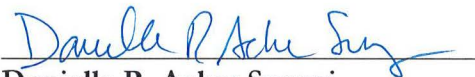
- a) Enter a declaratory judgment declaring the membership card and/or the dues deduction authorization void and unenforceable as a matter of law;
- b) Order restitution of any dues paid by Plaintiff under the void membership card and/or dues deduction authorization after Plaintiff resigned from Defendant;
- c) Issue an injunction ordering the return of funds unjustly realized by Defendant;
- d) Award damages to Plaintiff; and

e) Award costs and fees, including reasonable attorneys' fees, and such other relief as the Court deems appropriate.

JURY DEMAND

Plaintiff demands a trial by jury on all matters triable by jury pursuant to Pennsylvania Rule of Civil Procedure 1007.1.

Dated: August 10, 2021



Danielle R. Acker Susanj

Pa. Attorney I.D. No. 316208

E-mail: drasusanj@fairnesscenter.org

Nathan J. McGrath

Pa. Attorney I.D. No. 308845

E-mail: njmcgrath@fairnesscenter.org

Logan M. Hetherington

Pa. Attorney I.D. No. 326048

E-mail: lmhetherington@fairnesscenter.org

THE FAIRNESS CENTER

500 North Third Street, Suite 600B

Harrisburg, Pennsylvania 17101

Phone: 844.293.1001

Facsimile: 717.307.3424

Attorneys for Plaintiff

VERIFICATION

I, Geraldine McGraw, hereby verify that I am the plaintiff in this action and subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities, hereby state that the facts set forth in Plaintiff's complaint are true and correct to the best of my knowledge, information and belief.

Date: 08/07/21

By: Geraldine McGraw

Exhibit A

SEIU Healthcare Pennsylvania's Bylaws

SEIU Healthcare Pennsylvania By-Laws

2009 EDITION

SEIU Healthcare Pennsylvania

1500 North 2nd Street • Harrisburg, PA 17102
Phone: (717) 238-3030 • Fax: (717) 238-8354
www.seiuhealthcarepa.org

Member Resource Center
(800) 252-3894 (in PA only)
(412) 222-9514



SEIU Healthcare.
United for Quality Care

BY-LAWS
OF
SEIU HEALTHCARE PENNSYLVANIA

ADOPTED IN 1974

AMENDED IN
1976, 1978, 1981, 1984, 1985, 1988, 1991, 1993, 1997, 2000, 2005 & 2009

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ARTICLE 1
NAME AND AFFILIATION

1.1 (a) This organization shall be known as SEIU Healthcare Pennsylvania, and may be referred to hereinafter as "Union" or "District".

(b) SEIU Healthcare Pennsylvania (formerly SEIU District 1199P) is a chartered local union of the Service Employees International Union which includes an affiliation between Local 1199P and the Service Employees International Union.

ARTICLE 2
JURISDICTION

2.1 The jurisdiction of the District shall extend to all healthcare employees, including employees of health systems, hospitals and medical centers, medical clinics, long term care facilities and agencies, home and community based services and agencies, public health facilities, pharmacies, pharmacy distribution centers, and similar, related or comparable institutions and shall embrace all registered nurses, licensed practical nurses, other professional, technical, clerical, service and maintenance and all other employees in the health care field.

The geographical jurisdiction of the District shall encompass the State of Pennsylvania.

ARTICLE 3
OBJECTS AND GUIDING PRINCIPLES

OBJECTS

3.1 The objects of the District are:

(a) To organize and unite all workers within its jurisdiction without regard to race, creed, color, sex, gender expression, age, religion, national origin, political belief, affiliation, sexual orientation, citizen status, marital status, ancestry or disability.

(b) To ensure the highest quality of care, safety, and support for patients, residents, and healthcare consumers; to achieve for its members higher wages, shorter hours and improved working conditions; and to promote and safeguard the economic interests and job security of its members and their families.

(c) To educate the workers in trade union principles; to maintain, preserve and extend the democratic processes and institutions of our country; to advance, defend and protect civil liberties and civil rights; to eliminate all forms of discrimination and racism; and to aid in the adoption of legislation in the best interests of its members, their communities, and the people generally.

(d) To protect and advance the technical and professional status of its members; to aid and encourage members to acquire greater knowledge and skill in the health care field and; to advocate for and help achieve the highest quality health care possible for all people regardless of their economic status.

GUIDING PRINCIPLES

3.2 (a) The policy of the District 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 District; to organize, mobilize to action, and fully engage its members at work, in their communities and globally; and to encourage development of the most effective leadership.

(b) There shall be full respect for all differences of opinion and all members shall have full freedom of expression.

(c) Majority rule shall prevail and all members shall be bound by, respect and support the decisions of the majority.

(d) Roberts' Rules of Order shall control the conduct of all membership meetings, except as otherwise provided by these By-Laws.

ARTICLE 4 **ORGANIZATIONAL STRUCTURE**

4.1 For proper administration and effective functioning, the District shall be operated through Chapters as hereinafter more specifically provided.

CHAPTERS

4.2 (a) The District shall be subdivided into Chapters. A Chapter shall consist of the members covered under a bargaining unit. In order to build power for members and to develop the most effective representational structures possible, the President, in consultation with the affected members, may combine bargaining units, where more than one bargaining unit or bargaining agreement exists in any one worksite or with a single employer that owns or operates

multiple worksites. In such event the members of all bargaining units at the site or owned or operated by that employer, even if under different bargaining agreements, shall be considered a single Chapter for all purposes of these By-Laws.

(b) The District has implemented the Chapter Criteria For Building A Stronger Union which was adopted and approved by the District Executive Board. Chapters that have been certified by the responsible union Staff and Chapter Officer(s) as meeting the criteria as defined in the Chapter Criteria For Building A Stronger Union shall be entitled to a dues rebate, as long as the Chapter maintains such requirements. The dues rebate shall be equal to one dollar (\$1.00) per member per month or a minimum of twenty-five dollars (\$25.00) per month.

(c) Each chapter that has been certified shall be re-certified within six (6) months of that chapter's election cycle, unless some special situation requires reconsideration between chapter elections.

CHAPTER LEADERSHIP STRUCTURE

4.3 (a) Each Chapter shall maintain an elected Chapter Leadership structure in accordance with the Chapter Criteria For Building a Stronger Union, as adopted and approved by the District Executive Board. Such Leadership Structure shall include, as a minimum, a Chapter President, Chapter Vice President, Chapter Secretary-Treasurer, Delegates and Work Area Leaders. In accordance with the Chapter Criteria For Building a Stronger Union, some Chapters may have a different structure which must be approved by the District President.

(b) In addition to the minimum elected chapter leadership structure set forth above, the District may, at the discretion of the President and Executive Board, establish additional member leadership roles or positions to promote the goal of more effectively organizing, mobilizing and engaging members. Individual chapters shall also be encouraged to develop additional roles and positions, at the chapter members' discretion, to most effectively achieve these objectives.

CHAPTERS OFFICERS, DELEGATES AND WORK AREA LEADERS

4.4 (a) Chapter Officers, Delegates and Work Area Leaders elected under Article 7 shall be responsible for the execution of District decisions for enforcement of the applicable collective bargaining agreement on behalf of the members they represent.

(b) Chapter Officers and Delegates shall be members of the Leadership Assemblies and are obligated to attend all regular and special meetings of the Leadership Assembly.

(c) Should a Chapter Officer, Delegate or Work Area Leader, for any reason whatsoever, cease to be a Chapter Officer, Delegate or Work Area Leader, the position shall be declared vacant and an Officer or Representative of the District shall arrange for an interim election as soon as practicable following the date of vacancy. Such new Chapter Officer, Delegate or Work Area Leader shall be sworn in and shall assume his/her responsibilities immediately.

(d) A Chapter Officer, Delegate or Work Area Leader may be removed from his/her position by a majority vote of the members comprising his/her group or department. This vote shall only occur following a petition signed by a majority of the members comprising his/her group or department requesting the removal.

(e) All elected Leaders of the District shall take the following oath upon assuming their positions:

ELECTED LEADERSHIP PLEDGE

"I, John/Mary Doe, do hereby accept the position of _____. I pledge to faithfully carry out the obligations and responsibilities of my office; to work to organize, mobilize, and engage the members I represent; and to secure, for the members I represent, every right and privilege of union membership. I pledge to help build our District and defend it from all its enemies. I pledge to help build a stronger and more effective labor movement, to support organizing the unorganized and to help build a strong political program that will ensure a more effective voice for working people. On this pledge, I stake my good name, my honor and my conscience."

LEADERSHIP COUNCILS

4.5 The District Officers, with the approval of the Executive Board, may create and implement Leadership Councils to include as many regions of the State as possible and the Leadership Councils shall meet on a regular basis. Elected Chapter Leadership shall attend the Leadership Councils as required by the Chapter Criteria For Building a Stronger Union. Leadership Councils will be open to all interested members of the union.

ARTICLE 5

GENERAL MEMBERSHIP

5.1 The term "General Membership" as used in these By-Laws shall mean the membership of the District. A decision of the General Membership shall require a majority vote of those present and voting in the respective Chapters.

The General Membership of the District shall be the supreme authority of the District in the following respects:

- (a) It shall have the power and authority to adopt and/or amend the By-Laws, rules and regulations.
- (b) It shall elect all General Officers of the District.
- (c) It shall vote on all general strikes and settlements.
- (d) It shall have the power and authority to set dues and initiation fees for the members of the District.
- (e) It shall receive and act upon reports from the President of the District.

CHAPTER MEMBERSHIP

5.2 (a) The members of a Chapter shall meet on a regular basis as a Chapter for the purpose of transacting such business, as they deem necessary or desirable. Decisions made by the Chapter shall not be inconsistent with the rules, regulations, decisions or policies of the District as a whole. Chapters shall be encouraged to develop meeting and communications structures and practices that promote the goals of maximum member participation and engagement, consistent with the Chapter Criteria for Building a Stronger Union and these By-Laws.

(b) The members of a Chapter shall receive and act upon reports on the activities of the District from an Officer or Representative of the District.

(c) They shall have the right to vote on strike calls, strike settlements and collective bargaining agreements directly affecting them.

(d) For purposes of building greater power and unity among members involved, Chapters may be combined for the purposes of voting on strike calls, strike settlements and collective bargaining agreements with the approval of the members of the Chapters affected and the District President.

ELIGIBILITY FOR MEMBERSHIP

5.3 (a) All persons working as employees in the trades, crafts, occupations, industries or establishments within the jurisdiction of the District as defined in these By-Laws shall be eligible for membership in the District including persons employed by the District and other related organizations. For persons employed by the District, eligibility for membership shall cease when such employment terminates.

(b) An applicant for membership in the District shall file an application with SEIU Healthcare Pennsylvania. To become a member of the District entitled to rights, privileges and benefits thereof, an applicant shall:

1. Pay an initiation fee of \$25.00 unless applicant is covered under a bargaining agreement that does not require an employee to pay union dues or fees.

In a new organization, the employees employed before the ratification of an initial collective bargaining agreement shall not be required to pay an initiation fee provided he/she joins in the initial period following implementation of the collective bargaining agreement.

2. Pay the first month's dues.

(c) An Associate Member must be an individual who is not part of a bargaining unit for which the local is the exclusive bargaining agent and is part of a group or an individual which has been approved by the District as being eligible for Associate Membership in the Associate Member Chapter Affiliation with the District.

Associate Members will be allowed to attend membership meetings of the District, as the Executive Board deems appropriate, but shall have no voting rights at such meetings nor the right to nominate or run for union office. The Executive Board will determine the benefits and privileges applicable to Associate Members.

The Executive Board shall be permitted to enact procedures and regulations to implement the establishment of the Associate Membership classification of membership, in accordance with the International Constitution, including but not limited to approving a business term(s) for Associate Members that shall be consistent with the programs and objectives of the District.

A regular fee and/or fee structure for Associate Members shall be established by the Executive Board of the District in accordance with the International Union's Associate Member Program or as otherwise established by the Executive Board of the District.

(d) Retired Members: Retired members shall be entitled to maintain membership in the District and shall pay less than the full dues required for working members of the District, established by the District Executive Board, but shall not be eligible to vote and/or be a candidate for regular chapter or District-wide elections.

RIGHTS AND PRIVILEGES OF MEMBERS

5.4 Every member of the District in good standing shall have the right to enjoy the full benefits of the District without discrimination of any kind, as follows:

(a) To vote on collective bargaining agreements directly affecting the members as an employee.

(b) To vote on all strike calls and strike settlements directly affecting the member as an employee.

(c) To receive such strike benefits as the SEIU Health Care Division Strike and Defense Fund shall in its judgment fix and determine.

(d) To vote in all District elections in accordance with these By-Laws.

(e) To attend all regular and special meetings of his or her Chapter, and participate in discussion and vote on all questions.

(f) To be a candidate for elective office and/or position in accordance with the provisions of these By-Laws.

(g) To utilize all services provided by the District and to participate in all social, educational and cultural activities.

(h) To receive a fair and open hearing in accordance with the provisions of these By-Laws on any charge brought by or against the member.

RESPONSIBILITIES OF MEMBERS

5.5 A member of the District shall have the responsibility to strengthen and defend the District and its membership to the best of his or her ability.

- (a) A member shall attend all regular and special meetings of his or her Chapter.
- (b) A member shall observe orderly procedure and decorum at all meetings.
- (c) A member shall comply with decisions of the District made pursuant to these By-Laws.
- (d) A member shall abide by and carry out all the terms of the District collective bargaining agreement.
- (e) A member shall assist in organizing the unorganized, and participate in the work and programs of the District, to the best of his or her ability.

DUES AND GOOD STANDING

5.6 Every member shall share in the cost of maintaining and operating the District as provided by these By-Laws.

- (a) Dues shall become due and payable on or before the last day of the current month.
- (b) A member who authorizes the employer to check-off dues and/or initiation fees pursuant to a collective bargaining agreement shall be considered to be in good standing, unless there is an outstanding dues obligation under Section 5.7.
- (c) Members of the District shall pay monthly dues based on the following schedule:
 - 1. Effective November 1, 2005, all employees shall pay 1.8% of their regular monthly pay (exclusive of overtime) or a minimum dues amount of \$15.00, increasing to \$20.00 effective November 1, 2006, whichever is greater.
 - 2. Dues for the current month shall be calculated based on the previous month's earning, or based on the current earnings per pay period, per chapter practice.
 - 3. The maximum dues for all employees effective November 1, 2005 shall be

\$65.00 (not including a \$1.00 assessment, see (d) below), which shall be increased by \$2.00 each year, to be effective starting with the dues paid for November in each calendar year:

Unemployed members of a Chapter who are not receiving any form of supplemental income shall pay dues of \$1.50 per month.

The term "regular monthly pay" as used here shall mean the contractual rate of pay and shall include all benefits provided under a collective bargaining agreement, (i.e., disability benefits, Back-Pay awards, differentials, all paid time off, on-call and other types of payments, exclusive of overtime, as overtime is defined by contract).

All dues, fees, initiation fees and assessments, if any, shall be paid to SEIU Healthcare Pennsylvania. A portion of the dues collected shall be set aside to be used to participate in a District and/or National Strike and Defense Fund(s).

(d) A permanent \$1 per month, per member assessment shall be used for establishing a Patient and Health Care Workers Defense Fund for the purpose of funding the union's political and legislative program, to advocate for the highest standards of working conditions for health care employees and for access to the highest quality patient care for all Pennsylvanians. The District President and Secretary-Treasurer will oversee the disbursements of these funds with oversight by the District Finance Committee and Executive Board.

SUSPENSION

5.7 Any member who shall fail to pay by the twentieth of the following month in which the same is due or shall fail to pay any other financial obligation by the due date shall be deemed suspended and shall lose all rights, privileges and benefits of membership. However, when a member is absent from work due to an employer lock-out or a union-authorized strike for more than twenty (20) days in any calendar month, such member will be credited for membership for the period of unemployment not to exceed six (6) months in any calendar year.

TERMINATION

5.8 A member who has been suspended for a period of two (2) months shall be sent a certified letter to the last known address notifying the member that unless he/she pays up the financial obligation to the District within ten (10) days from the date of mailing of such letter, his/her membership in the District will be terminated.

REINSTATEMENT

5.9 A suspended member may be reinstated to good standing by paying up all financial obligations to the District, plus a reinstatement fee of one (\$1.00) dollar for each month he/she is not in good standing, and the cost of the certified letter sent to him/her, provided these payments are made within the ten (10) day period from date of mailing of said certified letter as provided.

REAPPLICATION

5.10 (a) A member whose membership has been terminated may apply for readmission to membership in the District and if accepted, shall pay all back dues and other monies due from him/her to the District, plus a new initiation fee, if applicable.

(b) Any other person applying for membership in the District who ceased being a member without obtaining a withdrawal card, shall pay the initiation fee plus any monies owed to the District at the time he/she ceased being a member.

(c) A request for the waiver of a new initiation fee may be referred for determination to the District Executive Board. The decision of the Board shall be final and binding.

WITHDRAWAL CARDS

5.11 (a) A member who leaves the jurisdiction of the District or becomes self-employed shall cease to be an active member of the District. If such a person has been a member of the District for one (1) year or longer, he/she shall be entitled to acquire the status of a member on withdrawal, provided that the member:

1. applies for a withdrawal card within forty-five (45) days from the date he/she ceased being an active member;
2. pays the annual fee as provided.

(b) A member on withdrawal shall be entitled to the following rights:

1. to participate in the social and cultural activities of the District;
2. to be reinstated to active membership in the District without paying an initiation fee upon resumption of employment in an establishment covered by a District collective bargaining agreement.

(c) The annual fee for withdrawal cards shall be \$20. The fee for a withdrawal card issued between January 1 and June 30 of any year shall be one-half (½) of the above stipulated fee.

(d) All withdrawal cards whenever issued shall, expire on June 30 of each year.

(e) A withdrawal card may be denied or revoked by the District Executive Board. If revoked, a pro rata reimbursement shall be made.

ARTICLE 6

OFFICERS

6.1 The Officers of the union shall be a President, Secretary-Treasurer, two Executive Vice Presidents and five Vice Presidents.

PRESIDENT

6.2 (a) The President shall function as the Chief Executive of the District. The President shall direct, coordinate, guide and supervise all of the affairs of the District and the activities of its Officers, organizers and personnel.

(b) The President shall sign all official documents.

(c) The President shall have the power to call all regular and special meetings of the District and shall have the right to preside at such meetings or to delegate such right to another Officer.

(d) The President shall appoint Committees not otherwise provided for, subject to the approval of the Executive Board. The President shall be an ex-officio member of all committees.

(e) The President shall be a member of all Leadership Assemblies.

(f) The President shall report to the Leadership Assemblies and the membership on behalf of the Executive Board.

(g) The President shall sign all collective bargaining agreements on behalf of the District and may delegate such power to other Officers of the District.

(h) The President shall have the power, jointly with the Secretary-Treasurer and one Executive Vice President as designated by the President, to sign promissory

notes. The President, the Secretary-Treasurer and one Executive Vice President as designated by the President shall each have the power to sign checks or other instruments for the payment of money against the accounts of the District.

(i) Except in cases of capital expenditures individually exceeding \$10,000, the President and the Secretary-Treasurer shall each have the power to make or authorize commitments or disbursements as they determine in their discretion to be required to operate the District or to promote the aims and objects of the District. For the purposes of these By-Laws, the term "capital expenditures" means expenditures for the purchase, lease or improvement of tangible property. The Executive Board shall have the power pursuant to Section 6.8 to make or authorize commitments or disbursements with respect to capital expenditures individually exceeding \$10,000.

(j) The President shall direct and have overall authority for collective bargaining on behalf of the District. However, the President may delegate such authority for collective bargaining in specific industry sectors as she/he deems appropriate, to the Vice Presidents overseeing the Hospital Systems, Long Term Care, and State Health Professionals sector programs of the District.

(k) The President shall have the power to hire, fire, promote, demote, supervise, discipline and determine which wage steps are applicable to non-officer employees of the District.

(l) The President shall be responsible for the proper performance of duties to the Executive Board, Leadership Assemblies and the membership.

(m) The President shall be a voting member of the Executive Board and shall preside over meetings of the Executive Board.

(n) The President shall have the power to authorize strikes, subject to the approval of the members directly involved.

(o) The President shall have the authority to decide all points of By-Law interpretations submitted to him/her, subject to appeal to the Executive Board.

SECRETARY-TREASURER

6.3(a) The Secretary-Treasurer shall assist the President in the administration of the District, and shall be responsible for the keeping of meeting records, minutes, publication and recreation, and shall preside at meetings in the absence of the President.

(b) He/she shall be the Chief Financial Officer of the District. Except in cases of capital expenditures individually exceeding \$10,000, the Secretary-Treasurer and the President shall each have the power to make or authorize commitments or disbursements as they determine in their discretion to be required to operate the District or to promote the aims and objects of the District. For the purposes of these By-Laws, the term "capital expenditures" means expenditures for the purchase, lease or improvement of tangible property. The Executive Board shall have the power pursuant to Section 6.8 to make or authorize commitments or disbursements with respect to capital expenditures individually exceeding \$10,000.

(c) He/she shall be in charge of, preserve and maintain for safekeeping all monies and properties, securities and other evidences of investment, received by, held or in the possession of the District.

(d) He/she shall have the power jointly with the President or one Executive Vice President as designated by the President if the President is incapacitated, to sign promissory notes. The Secretary-Treasurer the President, and one Executive Vice President as designated by the President shall each have the power to sign checks or other instruments for the payment of money against the accounts of the District.

(e) He/she shall prepare and submit to the Executive Board an annual financial report and such other additional reports as the Executive Board may require.

(f) He/she shall submit all books and records of the District for audit, examination and inspection each year, and at such other times, as the Executive Board may require.

(g) He/she shall be a voting member of the Executive Board and all Leadership Assemblies.

(h) In case of the death or disability of the President, the Secretary-Treasurer shall assume the powers of the President.

(i) The Secretary-Treasurer shall be responsible for the proper performance of duties to the President, the Executive Board, Leadership Assemblies and the membership.

(j) The Secretary-Treasurer shall send to the International Union an accurate record of all dues payment and other revenue and he/she shall forward to the

International Secretary-Treasurer of the International Union the correct names and addresses and social security numbers of all members initiated or readmitted and all other persons from whom revenue is derived, as well as a correct list of those who take transfer or withdrawal cards. The proper zip code shall be included for each address.

(k) The Secretary-Treasurer shall promptly forward to the International Union Secretary-Treasurer copies of all annual audit reports and copies of all financial reports setting forth a statement of assets and liabilities and a statement of receipts and disbursements which are required by law.

EXECUTIVE VICE PRESIDENT

6.4 (a) There shall be two Executive Vice Presidents.

(b) The two Executive Vice-Presidents, along with the President and Secretary-Treasurer, shall make up the Executive Officers of the District.

(c) The Executive Vice-Presidents shall be assigned by the President, responsibility for overall direction, coordination, and supervision of various operations and programs of the District, and to assist the President and Secretary-Treasurer in the performance of their duties, as may be appropriate and necessary.

(d) The Executive Vice-Presidents shall be voting members of the Executive Board.

VICE PRESIDENT

6.5 (a) There shall be five Vice Presidents.

(b) Two Vice Presidents shall be generally assigned to assist the President and Executive Officers in the administration of the District while the other three shall consist of the Team Coordinators of the Hospital Systems, Long Term Care, and State Health Professionals sectors of the union. Effective with the District elections in 2012, Vice Presidents shall be assigned to assist the President and Executive Officers in the administration of the District and its operations and programs, including but not limited to the oversight of the Long Term Care, Hospital Systems, and State Health Professionals sectors of the union.

(c) The Vice Presidents shall be responsible to the President, Executive Officers, Executive Board, the General Leadership Assembly and the membership.

(d) The Vice Presidents may chair Chapter Membership Meetings, District Standing Committees, and other District meetings and committees as assigned by the President.

(e) The Vice Presidents shall be voting members of the Executive Board.

BONDING OF OFFICERS AND UNION REPRESENTATIVES

6.6 Every Officer, agent or other representative of the District who handles funds or other property of the District shall be bonded for the discharge of his/her duties in a sum fixed by the District in conformity with the requirements of any applicable law.

SALARIES FOR OFFICERS

6.7 Officers shall be salaried and paid by the District, as determined by the Executive Board.

NO DUAL SALARIES

6.8 No person holding a regular full-time salaried position in the District shall hold any other salaried position. Consideration will be given to staff who request exceptions involving minimal hours, for the purpose of maintaining certification or professional licensure.

EXECUTIVE BOARD

6.9 (a) The Executive Board shall consist of all the Officers of the District and one member for every 500 Chapter Members or major fraction thereof, provided that the District Executive Board may combine Chapters in order to assure Chapter representation on the Executive Board.

(b) The Executive Board shall meet at least quarterly. A special meeting of the Executive Board may be called at the discretion of the President. When the Executive Board is not in meeting and the District President deems it necessary for the Executive Board to act promptly, the District President shall poll the Executive Board and such action and vote may be taken by telephone or by any other appropriate means of communication. Such action so taken on a vote of the majority of the Executive Board shall constitute official action of the Executive Board.

(c) The Executive Board shall have the following powers:

1. To adopt an annual budget for the District.
2. To receive and act upon reports of the President and other Officers of the District on the state of the District, including but not limited to the financial condition of the District, its collective bargaining situation, and the status of the various funds in which the District has an interest.
3. To make or authorize commitments or disbursements for capital expenditures individually exceeding \$10,000 which the Executive Board in its discretion determines to be required to operate, or to promote the aims and objects of the District.
4. To invest or reinvest the funds of the District, as it shall consider prudent, necessary and desirable in the interest of the District and its members.
5. To appoint Trustees or alternates of all trust funds established by or in which the District has an interest.
6. To interpret these By-Laws; and any such interpretations made by it shall be final, binding and conclusive and shall remain in full force and effect, unless reversed, modified or otherwise changed by the Leadership Assembly.
7. To formulate plans, programs and policies for the District.
8. To fill any vacancies that occur pending elections.
9. To formulate the order of business for the Leadership Assemblies and any other District-Wide membership meeting.
10. To fix the salaries and formulate expense reimbursement policies for the Officers of the District, subject to reporting to the District Leadership Assemblies.
11. To define and set the terms of wage scales which shall be applied to non-Officer employees by the President pursuant to Section 6.2 (k), and to formulate expense reimbursement policies applicable to non-Officer employees of the District.

(d) Any Executive Board member that is absent for three (3) Executive Board meetings in a twelve (12) month period without excuse approved by the Executive Board shall be removed from his/her Executive Board seat and the seat shall be declared vacant.

LEADERSHIP ASSEMBLIES

6.10 (a) The Leadership Assembly shall consist of all the District Officers and Executive Board Members, Chapter Officers and Delegates. The District's member activists and Chapter Work Area Leaders may also be invited to attend and participate.

(b) The Leadership Assembly shall meet at least once every two years.

(c) The Leadership Assembly shall have all of the powers conferred by these By-Laws, provided however that any action taken binding upon the District shall require an affirmative vote of the District Officers and Executive Board, and Chapter Officers and Delegates present and voting.

DISTRICT STANDING COMMITTEES AND ADVISORY COUNCILS

6.11 (a) The District shall, at the discretion of the Executive Board, establish District Standing Committees which shall include members of the District Executive Board to assist the District in the development of policies and procedures to encourage broader member participation in the union and to promote District priorities such as new organizing, political action, diversity and human rights, and member education and development. At a minimum, a Finance Committee shall at all times be constituted as a Standing Committee of the District Executive Board.

(b) The District shall establish Advisory Councils to encourage broader member participation in the union and to assist the District in developing programs around specific sectors and specialized areas of the health care industry. At a minimum there shall be a Nurse Alliance Leadership Council, which shall serve as a formal advisory body to the District Officers and Executive Board. The creation of additional Advisory Councils shall be subject to Executive Board approval.

ARTICLE 7 **NOMINATIONS AND ELECTIONS**

7.1 (a) The general election of Officers and Executive Board Members, Chapter Officers, Delegates and Work Area Leaders shall take place every three (3) years. Effective with collective bargaining agreements negotiated in 2012, the election of Chapter Officers, Delegates and Work Area Leaders shall take place within three (3) months following the negotiation or renegotiation of each chapter's collective bargaining agreement. In the case of collective bargaining agreements

of greater than three (3) years duration, the election of Chapter Officers, Delegates and Work Area Leaders may take place three (3) years after the previous such chapter election at the discretion of the Chapter, subject to the approval of the District President.

(b) The election of District Officers and Executive Board members shall be held in May in an election year. The election shall be a mail ballot election and every member in good standing shall be mailed a ballot no later than May 1 of an election year to the last known address on record at the District office. The member must follow the voting procedures as established by the District Election Committee. Ballots must be returned to the District office, postmarked no later than May 31.

(c) Each Chapter shall be entitled to elect Chapter Officers, Delegates and Work Area Leaders on the basis of the criteria defined in the Chapter Criteria To Build A Stronger Union, as adopted and approved by the District Executive Board. The election of Chapter Officers, Delegates and Work Area Leaders shall be conducted by a Chapter Election Committee in accordance with these By-Laws. To be eligible for the Chapter Election Committee one must be a member of the District in good standing and not a candidate for any office in the chapter election. Any challenge or appeal shall be submitted to the District Executive Board. All such appeals timely made shall be considered and decided by the Executive Board and its decision shall be final and binding.

(e) Notification of the dates, times, places and candidates for the District and Chapter elections must be mailed to the membership at least fifteen (15) days prior to the election or prior to the ballots being mailed, as applicable. Notice of such election in the District publication shall be deemed good and sufficient.

(f) There shall be no write-in or proxy voting allowed.

DISTRICT ELECTION COMMITTEE

7.2 (a) No later than January 1 of an election year, a District Election Committee (Committee) shall be appointed by the District President and approved by the Executive Board to conduct the affairs of the General Election for District Officers and Executive Board. The District Election Committee shall consist of no less than seven (7) members and shall be selected from those recommended or whom the Leadership Assembly may nominate. The District Election Committee shall designate two (2) of its members as Chairperson and Secretary.

(b) The duties of the District Election Committee shall include:

1. Conducting the affairs of the District election;
2. Establishing safeguards and rules to ensure a fair and democratic election;
3. Validating the qualifications of the nominees for candidacy, and;
4. Promptly after the election, tabulating the results and certify the election.

(c) To be eligible for the District Election Committee one must be a member of the District in good standing for not less than six (6) months and not a candidate for any District office in the election.

(d) The District Election Committee shall preserve the ballots and all other records pertaining to the election for a period of not less than one (1) year following the election.

(e) The District Election Committee shall hear and determine all objections to candidates and to the conduct of the elections.

(f) Any and all appeals from decisions of the District Election Committee regarding the conduct of the election shall be deemed waived unless made in writing and filed with the President of the District within fifteen (15) days after the announcement by the District Election Committee of the results of the election. All such appeals timely made shall be considered and decided by the Executive Board and its decision shall be final and binding.

NOMINATIONS FOR DISTRICT OFFICERS AND EXECUTIVE BOARD MEMBERS

7.3 (a) Not later than the first Wednesday in February in an election year, the District Election Committee shall make available to the membership nomination petitions for the District Officers and Executive Board Members.

(b) To be a candidate as a District Officer one must be a member in good standing at least one (1) year.

(c) To be a candidate for Executive Board, one must be a member in good standing at least one (1) year, except this provision may be waived by the President of the District for newly organized Chapters.

(d) A nominating petition for a candidate as a District Officer shall require the signatures of no less than two percent (2%) of the members in good standing in the District as of the month of January immediately preceding the election.

(e) A nominating petition for a candidate for Executive Board shall require the signatures of no less than two percent (2%) of the members in good standing as of the month of January immediately preceding the election, from the Chapter or combination of Chapters in which the member seeks election.

(f) Nominating petitions for District Officers and Executive Board shall be submitted to the District Election Committee not later than the first Wednesday in March in the election year.

(g) A candidate for a District Officer or Executive Board shall be required to complete a Leadership Commitment Contract as approved and adopted by the District Executive Board.

NOMINATIONS FOR CHAPTER OFFICERS, DELEGATES AND WORK AREA LEADERS

7.4 (a) Effective with collective bargaining agreements negotiated in 2012, the election of Chapter Officers, Delegates, and Work Area Leaders shall take place within three (3) months following the negotiation or renegotiation of each chapter's collective bargaining agreement at which time the Chapter Election Committee shall make available to the membership nomination petitions for Chapter Officers, Delegates and Work Area Leaders. In the case of collective bargaining agreements of greater than three (3) years duration, the election of Chapter Officers, Delegates and Work Area Leaders may take place three (3) years after the previous such chapter election at the discretion of the Chapter, subject to the approval of the District President.

(b) To be a candidate as a Chapter Officer, Delegate or Work Area Leader one must be a member in good standing for at least six (6) months. In any Chapter or Department where no member meets the requirement or no member who does is willing to serve, the requirement may be waived.

(c) (1) A nominating petition for a candidate as a Chapter Officer, Delegate or Work Area Leader shall require the signatures of no less than two percent (2%) – or two (2) signatures, whichever is greater – of the members in good standing from the group or department in which the member seeks election.

(2) While members can run for multiple positions, they can only hold one elected position. In the event that a member is elected to multiple positions, they will serve in the highest elected position and the candidate with the next highest number of votes will assume the lesser position.

(d) Nominating petitions for Chapter Officers, Delegates and Work Area Leaders shall be submitted to the Chapter Election Committee.

(e) A candidate for an elected Chapter Leadership position shall be required to complete an SEIU Healthcare Pennsylvania Leadership Commitment Contract in accordance with the Description Of Chapter Leadership Responsibilities, Standing Committees And Commitment Form, as adopted and approved by the District Executive Board.

ELECTIONS

7.5 (a) To be elected to the position of President or Secretary-Treasurer, a candidate must receive a majority of the votes cast. If no candidate for the particular office receives such required number of votes, a run-off election shall be held within forty-five (45) days thereafter to fill the office of vacancy.

In such run-off, the two (2) candidates who receive the highest total number of votes shall be placed on the run-off ballot. In this run-off election, the candidate or candidates receiving a majority of the votes cast shall be declared elected.

The term of an incumbent Officer whose office is involved in a run-off election shall be deemed extended until the election of a successor to the office.

To be elected to the position of Executive Vice President and/or Vice President, a candidate must receive a plurality of the votes cast.

(b) If only 1 (one) candidate is successfully nominated for a particular office he/she shall be considered to have been elected without further procedures.

(c) The Chapter Officer, Delegate or Work Area Leader in a Chapter or Department receiving the highest number of votes shall fill the vacancies in accordance with these By-Laws.

(d) Every candidate shall have the right to an observer at the polls and at the tabulation of the ballots.

INSTALLATION

7.6 (a) The newly elected District Officers and Executive Board members shall be installed within sixty (60) days from the announcement of the results of the election and shall immediately thereafter assume their office or position.

(b) Retiring incumbents shall turn over all District records and property of whatsoever nature, appertaining to their office or position to their successors immediately after the installation meeting.

(c) The newly elected Chapter Officers, Delegates and Work Area Leaders shall assume their office or position immediately after the announcement of the results of the election.

ARTICLE 8 **HEARING AND APPEALS BOARD**

8.1 It is the objective of the District to provide a democratic and orderly procedure for its members in order to hear and determine grievances, complaints and/or charges and appeals, hereinafter collectively called "complaints," brought by or against a member, organizer, representative or Officer.

The following shall be included among the grounds for filing such complaints: disloyalty of a member to the District; incompetence of an organizer or representative; incompetence or gross inefficiency of an Officer which might hinder and impair the interests of the District; corrupt or unethical practices or racketeering; dual unionism, including but not limited to aiding a rival labor organization, or secession; conduct calculated to bring the District into disrepute; violation of the District By-Laws; failure to enforce the collective bargaining agreement; violation of wage or work standards established by the District. The complaints must specify the specific events or acts which the charging party believes constitutes a basis for the complaints and must state the specific provisions of these By-Laws the charging party believes has been violated. If the complaints are not specific, the union may dismiss the complaints either before or at the hearing but the charging party shall have the right to re-file more detailed complaints which comply with this Section. No complaints may be filed more than six (6) months after the charging party learned, or could have reasonably learned, of the act or acts which are the basis of the complaints.

To this end, the following Chapter Hearing Board procedures are established to hear complaints against members or Chapter representatives:

(a) A Chapter Hearing Board shall be comprised of not less than three (3) and not more than seven (7) members.

(b) Each Board shall have a Chairperson who shall be the Chapter President unless the Board is convened for the purpose of hearing charges brought against the Chapter President. In such a case, the Chapter Vice President shall assume these responsibilities unless they are also involved, in which case the District Secretary- Treasurer shall appoint a Chairperson. In addition, the Chapter Secretary-Treasurer shall serve as a member of the Chapter Hearing Board unless the Board is convened for the purpose of hearing charges brought against the Chapter Secretary-Treasurer. A Recording Secretary shall be elected by the members of the Board.

(c) The Board's decision shall be in writing and shall require a majority vote. A quorum necessary for a hearing or appeal shall be a majority of the members of the Board.

(d) No person shall sit on any Board who is directly or indirectly involved in the subject matter of the hearing including the Chapter President, Chapter Vice President and/or Chapter Secretary-Treasurer.

(e) Parties that make complaints and against whom complaints are made must appear personally at all stages of the proceedings. They may select a member of the District to act as spokesperson on their behalf in presenting their evidence and argument. Should a party fail to appear at a hearing, without having obtained a postponement of the hearing, the Board may proceed in his/her absence and render its decision.

(f) It shall be a condition of membership and the continuation of membership that a member must exhaust all remedies provided for in these By-Laws, and that he/she will not file or prosecute any action in any court, tribunal or other agency until those remedies have been exhausted.

CHAPTER HEARING BOARD AND COMPLAINTS AGAINST A MEMBER

8.2 (a) A member shall have the right to bring a complaint against another member or Chapter Representative for any of the reasons set forth in these By-Laws. A complaint by a member against another member or Chapter Representative shall be filed with the District Secretary-Treasurer.

A hearing shall be held on any such complaint within thirty (30) days of the receipt of the complaint, or within a reasonable amount of time if there are extenuating circumstances, by the District Secretary-Treasurer. Notice of the hearing date, time and place shall be sent by the District Secretary-Treasurer to the parties concerned in the complaint. It shall be the duty of such District Secretary-Treasurer or his/her designee to convene the Chapter Hearing Board for the hearing.

(b) The Board shall hear the parties and their witnesses and based on all the evidence, oral and documentary, presented, shall render its decision. The Board may dismiss the complaint, impose a reprimand, and/or a censure. It may also recommend to the Executive Board a suspension or expulsion.

(c) The Secretary of the Board shall maintain and preserve the records of the hearing, including the Board's decision, copies of which shall be forwarded to the parties, the District Secretary-Treasurer and the President of the District. A formal transcript of the hearing need not be made.

EXECUTIVE BOARD

8.3 (a) In order to appeal from a decision of the Chapter Hearing Board or to bring a complaint against an organizer or representative, a member must make a request in writing to the President of the District. In the case of an appeal from the Chapter Hearing Board, such appeal must be made not later than fifteen (15) days from the date of mailing of the decision of the Chapter Hearing Board. Upon receipt of a timely appeal, in the event of a recommendation of suspension or expulsion as provided in Section 8.2(b) above and/or a complaint against an organizer or staff representative, the President shall place the matter on the agenda of the District Executive Board Meeting.

(b) Notice of the date, time and place of hearing shall be sent to the parties not later than ten (10) days prior to the date of the hearing.

(c) The District Secretary-Treasurer shall maintain and preserve all records of hearings and appeals. A formal transcript of the hearing or appeal need not be made.

(d) The Executive Board shall render its decision within ten (10) days from the date of the conclusion of the hearing and shall forward copies of its decision to the parties.

(e) The Executive Board may sustain, modify or reverse the decision of the Chapter Hearing Board, and may accept, modify or reject the recommendations, if any, of the said Board.

APPEALS

8.4 Any further appeals must be made in accordance with the Service Employees International Union Constitution and the District 1199P Affiliation Agreement.

COMPLAINTS AGAINST AN OFFICER

8.5 (a) A complaint against an Officer of the District shall be filed with the President of the District unless the complaint is against the President, in which case it shall be filed with the Secretary-Treasurer.

The President or the Secretary-Treasurer, as the case may be, shall convene the District's Executive Board within thirty (30) days of receipt of the complaint. Notice of the hearing date, time and place, together with a copy of the complaint, shall be sent to the parties involved not later than ten (10) days prior to the date of hearing.

(b) The Board shall hear the parties and witnesses and based on all the evidence presented, oral and documentary, shall render its decision. The Board may dismiss the complaint, issue a reprimand or censure, impose a suspension or expulsion. The Secretary-Treasurer shall maintain and preserve the records of the hearing, including the Board's decision, copies of which shall be forwarded to the parties. A formal transcript of the hearing need not be made.

APPEALS

8.6 Any further appeals by an Officer shall be in accordance with the procedure set forth in Section 8.4 above.

ARTICLE 9

OBLIGATION TO EXHAUST PROCEDURAL REMEDIES

9.1 Subject to applicable law, no member shall bring any action against the District or any officers thereof, with respect to any matter arising out of the affairs of the District unless he or she has exhausted all procedures available under these By-Laws. Any member filing suit in violation of this provision may, in addition to other penalties, be ordered to reimburse the organization or officers sued for the costs and attorneys' fees expended or a portion thereof.

ARTICLE 10

AFFILIATION

10.1 The District may affiliate with or disaffiliate from such central labor bodies and/or other organizations as the Executive Board may from time to time determine.

ARTICLE 11

AMENDMENTS

11.1 (a) Amendments to these By-Laws may be initiated by (1) a majority vote of a District Leadership Assembly, (2) a majority vote of the Executive Board, or (3) a petition signed by ten percent (10%) of the members of the District who are in good standing.

(b) The Executive Board shall submit the proposed amendment(s) to a vote of the District membership within ninety (90) days from the date of initiation of the amendment(s) or receipt of a valid petition.

(c) A copy of the proposed amendment(s) shall be mailed to the members of the District at least fifteen (15) days before the meeting at which such amendment(s) are to be submitted to a vote. A copy of any proposed amendment(s) appearing in the District publication and mailed at least fifteen (15) days before such meeting shall be deemed good and sufficient notice for this purpose.

(d) The amendment(s) shall become effective upon its adoption unless otherwise provided for.

ARTICLE 12

SEIU CONVENTIONS

12.1 All elected District Officers shall be considered to be eligible delegates to any International Union Convention, Conference Convention or State Council Convention and shall automatically be entitled to attend such Convention as a delegate. In addition, all other members of the Executive Board elected in conformity with these By-Laws shall be considered to be eligible delegates to any International Convention, Conference Convention or State Council Convention, which may take place during their term of office. The Executive Board of the District shall determine the number of delegates and alternates, in addition to the District Officers, who shall represent the District at the Convention based on economic factors and other appropriate considerations.

If at the time of the Convention call it appears that such number of Executive Board members is less than the number of delegates which the District is entitled, then arrangements may be made for nominations and a secret ballot election of an additional number of eligible members as convention delegates. Nominees for delegates, if unopposed, shall be deemed elected.

If the total number of Executive Board members is greater than the number of delegates which the District is permitted to send to a Convention, then Executive Board members shall be entitled to attend such Convention based on longevity of continuous membership in SEIU, the members with the greatest longevity of continuous membership in SEIU having the first opportunity to attend. Provided however, that no more than one (1) Executive Board member from a single Chapter may attend such Convention as a delegate until all Executive Board members have been provided the opportunity to attend. Once all Executive Board members have had the opportunity to attend, then a second and/or third Executive Board member from a single Chapter shall be offered the opportunity to attend based on the greatest longevity of continuous membership in SEIU. The District Officers shall attend as delegates regardless of their longevity of continuous membership in SEIU.

Exhibit B

SEIU International's Constitution and Bylaws

Exhibit B

SEIU 2016 CONSTITUTION AND BYLAWS

AS ADOPTED at the SEIU 2016 Convention



Service Employees International Union, CTW, CLC

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CONSTITUTION AND BYLAWS

PREAMBLE

As almost every improvement in the condition of working people has been accomplished by the efforts of organized labor and as the welfare of wage, salary, and professional workers can best be protected and advanced by their united action in one International Union, we have organized the Service Employees International Union and have adopted the following Constitution:

SEIU MISSION STATEMENT

We are the Service Employees International Union, an organization of more than 2.1 million members united by the belief in the dignity and worth of workers and the services they provide and dedicated to improving the lives of workers and their families and creating a more just and humane society.

We are public workers, health care workers, building service workers, office workers, professional workers, and industrial and allied workers.

We seek a stronger union to build power for ourselves and to protect the people we serve.

As a leading advocacy organization for working people, it is our responsibility to pursue justice for all. We believe in and will fight for 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.

People of every race, ethnicity, religion, age, physical ability, gender, gender expression, and sexual orientation, we are the standard-bearers in the struggle for social and economic justice begun nearly a century ago by janitors who dared to dream beyond their daily hardships and to organize for economic security, dignity, and respect.

Our vision is of a union and a 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.

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To achieve this vision:

We must organize unorganized service workers, extending to them the gains of unionism, while securing control over our industries and labor markets.

We must build political power to ensure that workers' voices are heard at every level of government to create economic opportunity and foster social justice.

We must provide meaningful paths for member involvement and participation in strong, democratic unions.

We must develop highly trained, motivated and inclusive leaders at every level of the union who reflect the diversity of the membership and the communities where we organize.

We must bargain contracts that improve wages and working conditions, expand the role of workers in workplace decision-making, build a stronger union, and build stronger and healthier communities.

We must build coalitions and act in solidarity with other organizations who share our concern for social, environmental, racial, and economic justice.

We must engage in direct action that demonstrates our power and our determination to win.

We must hold corporations and capital accountable for the common good.

We must commit to dismantling structural racism which holds us back from achieving the unity and strength we need.

We must pave the way for immigrant justice.

We must always be open to change that enables us to adapt and be more effective in an ever changing world.

To accomplish these goals we must be unified—inspired by a set of beliefs and principles that transcends our social and occupational diversity and guides our work.

We believe we can accomplish little as separate individuals, but that together we have the power to create a just society.

We believe unions are the means by which working people build power—by which ordinary people accomplish extraordinary things.

We believe our strength comes from our unity, and that we must not be divided by forces of discrimination based on gender, race, ethnicity, religion, age, physical ability, sexual orientation, or immigration status.

We believe our power and effectiveness depend upon the active participation and commitment of our members, the development of inclusive SEIU leaders, and solidarity with each other and our allies.

We believe we have a special mission to bring economic and social justice to those most exploited in our community—especially to women

and workers of color—and to dismantle structural racism against Black Americans.

We believe our future cannot be separated from that of workers in other parts of the world who struggle for economic justice, a decent life for their families, peace, dignity and democracy.

We believe unions are necessary for a democratic society to prevail, and that unions must participate in the political life of our society.

We believe we have a moral responsibility to leave the world a more just, healthy and safe place for our children—and everyone's children.

Article I NAME

This organization shall be known as the Service Employees International Union, affiliated with Change to Win and the Canadian Labour Congress, and shall consist of an unlimited number of Local Unions chartered by it, and the membership thereof, and such affiliated bodies as may be established from time to time. In order to add the strength of this great union to the efforts of its members at every level of the Union, the name of every Local Union and affiliated body shall begin with "SEIU."

*Name and
organization*

Article II OBJECTS AND PURPOSES

The objects and purposes of this International Union shall be to benefit its members and improve their conditions by every means, including but not limited to:

*Goals of the
union*

A. By securing economic advantages, including better wages, hours and working conditions, through organization, collective bargaining, legislative and political action, and the utilization of other lawful means;

*Economic
advantages*

B. By organizing and uniting in this International Union all working men and women eligible for membership herein;

Organizing

C. By engaging in all such civic, social, political, legal, economic, cultural, educational, charitable, and other activities, whether on local, national, or international levels, as will advance this International Union's standing in the community and in the labor movement and further the interests of this organization and its membership, directly or indirectly;

*Wide range of
activities*

D. By advancing and strengthening the rights of working men and women to bargain collectively, and introducing innovative ways to carry out this work;

*Collective
bargaining*

E. By providing benefits and advantages to individual union members, officers, and employees through education, training, access to new technology, member resource centers, a 21ST century communications system, pensions, and death and welfare benefits;

Benefits

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*Cooperation
among Local
Unions*

F. By helping Local Unions to share experiences, pool resources, learn from each other's best practices, and be accountable to each other;

*Cooperation
with other
organizations*

G. By cooperating with and assisting, by moral, monetary or other means, other labor organizations, whether or not affiliated with this International Union, or any other groups or organizations, having objectives which are in any way related or similar to those of this International Union, or which are of a nature beneficial to this International Union or to its members, directly or indirectly;

*Safeguarding
the union*

H. By strengthening and safeguarding this International Union by every lawful means so that it may carry out its purposes, objects and obligations;

Financial goals

I. By utilizing, in every lawful way, including but not limited to every kind of use, expenditure and investment, the property and funds of this International Union, in order to achieve its purposes and objects and perform its obligations, and for such other purposes directly or indirectly furthering the interests of this International Union and its members;

Affiliations

J. By affiliating workers in independent organizations through agreements which recognize the long history, unique needs and traditions, and successes of such organizations, and making every effort possible to provide such organizations the same types of services which have benefited our existing members;

*Empowering
members*

K. By empowering SEIU members to lead and participate in all aspects of the Union's program to secure a better future for all, including organizing, bargaining, political work, direct action, and community partnerships.

*New forms of
organization*

L. By creating new forms of worker organization to build collective economic and political power for working people; and

*Movement
for justice*

M. By building a wider movement for justice.

**Article III
JURISDICTION AND MEMBERSHIP**

Jurisdiction

Section 1. The International Union shall be composed of and have jurisdiction over its affiliated bodies and all Local Unions composed of working men and women who are employed or engaged in any phase of private, nonprofit or public employment, including without limitation employees of colleges, schools or universities, public employers (including cities, counties, states, provinces, territories, commonwealths, governmental districts, federal agencies, and multiple agencies or authorities and any subdivisions thereof), institutions or agencies, hospitals, nursing homes or other health facilities, and private and public utilities, department stores, industrial plants, law enforcement agencies, insurance companies and all employees thereof, including clericals, technicians, professionals, paraprofessionals and paramedicals, or those who are engaged in maintenance, sales, servicing, protection or operation of all types of institutions, buildings or structures, commercial,

mercantile or other establishments, edifices and grounds, and their environs, whether private, public or nonprofit, and all categories of employees therein and thereabout, including places of assembly, amusement, recreation, entertainment, and the presentation of sporting events.

The International President is empowered to construe the jurisdiction above defined to embrace all classifications of workers within any establishment anywhere in the world.

*Power to
construe
jurisdiction*

Section 2(a). The International Union shall have jurisdiction over the Local Unions and their members and over all affiliated bodies.

*Authority of
international
union*

(b). The term “affiliated bodies” shall include State and Provincial Councils, Joint Councils, Service Councils, area, regional, or industry Conferences and Divisions, organizing committees, and provisional locals, and such other bodies on the local, national or international level as the International Union shall from time to time establish, but shall not include Local Unions. The term “Local Union” shall not include any other affiliated body.

*“Affiliated
bodies” defined*

Section 3(a). Any person employed in any employment over which this International Union claims or exercises jurisdiction shall be eligible to be considered for membership in the International Union, a Local Union, organizing committee, provisional local, or other authorized body of this organization. A Local Union may adopt additional membership requirements in the Local Union’s Constitution and Bylaws. Jurisdiction may also be construed as including service within a Local Union or affiliated body of the International Union but each Local Union shall have the option to determine whether a person with such service may be eligible for membership in the Local Union. The International Executive Board may set eligibility requirements and other criteria (including rates of dues) for associate members, retired members (who do not have a Local Union retired member program), and other special categories of membership in the International or in affiliated bodies established in accordance with this Constitution.

*Eligibility for
membership*

(b). Self-employed individuals doing work within the jurisdiction of this International Union may be eligible for membership in Local Unions, subject to any additional requirements provided for in a Local Union’s Constitution and Bylaws. The International President shall have the right to make all necessary rules and regulations respecting self-employed workers, under the jurisdiction of this International Union.

*Self-employed
members*

(c). With the approval of the International Union, Local Unions may establish different categories of membership and rates of dues for persons represented and not represented by the Local Union for collective bargaining purposes including, but not limited to, life members, retired members, and associate members.

*Membership
categories
authorized*

(d). Any dispute respecting membership or eligibility for membership shall be decided by the International President, with the Local Union or the applicant having a right to appeal his or her decision to the

*Membership
disputes*

International Executive Board, in writing, within 10 days after notice of said decision is received.

*Discrimination
forbidden*

Section 4. No member shall discriminate or advocate discrimination against any other member on the basis of race, creed, color, religion, sex, gender expression, sexual orientation, national origin, citizenship status, marital status, ancestry, age, or disability.

Article IV CONVENTION—REPRESENTATION THEREIN

*International
conventions*

Section 1. The Convention of this International Union shall meet every four years and shall convene at such time and place as the International Executive Board may determine upon the recommendation of the International President.

*Special
conventions*

Section 2. Special Conventions may be called upon order of the International Executive Board to convene at such time and place as the Board may determine, and any and all business, including appeals from suspensions and decisions of the International Executive Board, may come before such Special Convention unless specifically limited by the call. Notice of such call shall be given to each Local Union at least 60 days prior to the date of the Special Convention along with the number of delegates to which said Local Union is entitled. All other provisions of this Article shall control all Special Conventions.

*Eligibility of
delegates*

Section 3. The International Convention shall consist of duly elected delegates from their Local Unions, and none but delegates duly elected in accordance with all applicable statutes and the provisions of this Constitution and Bylaws shall be eligible to represent any Local Union at the International Convention or be entitled to vote except that all full-time International Officers shall by virtue of their office be delegates with a voice but no vote to any Convention which is held during their term of office. All officers of a Local Union elected in conformity with all applicable statutes shall by virtue of such election be considered to be eligible delegates to any International Convention which may take place during their term of office. If at the time of the receipt of the Convention Call it shall appear that such number of elected officers is less than the number of delegates to which the Local Union will be entitled at an International Convention, then arrangements may be made at the option of the Local Executive Board for nomination and secret ballot election, if required, of an additional number of eligible members as Convention delegates. Nominees for such position, if unopposed, shall be deemed elected without necessity for further procedures. The Local Union must designate in its Constitution and Bylaws the order in which the officers would be designated as delegates and alternates if less than all the officers are entitled to go to the Convention as delegates, provided that the chief executive officer of the Local Union shall, if otherwise eligible, be deemed entitled even in the event the Local Union fails to so designate. Any Local Union may by provision in its Local Constitution and Bylaws dispense with the foregoing provision that officers of the

*Additional
delegates*

Local Union be ex officio delegates to the International Convention and may provide for nomination and, if required, secret ballot election of such delegates. Further, subject to applicable statutes, the International Executive Board may establish representation rules for delegates from groups of associate members or other special categories of membership or locals, which shall be set forth in the notice of Convention Call for the International or Special Convention. In no event shall the basis of representation for such groups be greater in numbers than the formula set forth in Section 4 below. Any voting rights extended to such delegates must comply with applicable law.

Section 4. The basis of representation shall be one delegate for 500 members or less, and one additional delegate for every additional 500 members or major fraction thereof up to 5,000 members, and then one additional delegate for every additional 1,000 members or major fraction thereof. A determination to be represented by less than a full complement of delegates shall not affect the Local Union's eligible votes. The Executive Board of a Local Union shall determine the number of delegates which shall represent it at the Convention. For the purpose of voting, the computation of membership for a Local Union shall not include life members, retired members paying less than the full dues required for working members of their Local Union, associate members, or agency fee payers.

*Convention
representation
and voting
rights*

Exclusions

Section 5. In addition to the representation in Section 4, each Local Union with a retired members group of more than 500 members shall be entitled to one retired member delegate who shall serve with a voice and a vote at the Convention. Only retired members who have been members in good standing for 60 days prior to the Convention as either members, retired members, or life members of the Local Union shall serve as a retired member delegate. The retired member delegate shall be selected by the procedures provided for in the Local Union's Constitution and Bylaws for selecting such a retired member delegate or by the Local Union's Executive Board where no procedures are provided for in the Local Union's Constitution and Bylaws. The retired member delegate shall not be permitted to vote on dues or to nominate or vote for officers at the Convention.

*Retired
member
delegates*

Section 6. No delegate shall be permitted to represent more than one Local Union.

*No dual
representation*

Section 7(a). No Local Union that has not been chartered, affiliated, and in good standing for at least one month prior to the opening of the Convention shall be entitled to representation in the Convention, and each Local Union to be entitled to said representation must have paid into the International treasury at least one month's per capita tax prior to the opening of the Convention.

*One-month
requirement*

(b). For a Local Union to be entitled to representation at the Convention, all moneys (i) due the International Union, whether by per capita tax or otherwise, (ii) due to any affiliated bodies, whether by per

*Good standing
requirement*

capita tax or otherwise, as determined or waived by the International Executive Board and (iii) all moneys due for any pension or welfare funds provided for in this Constitution, must be paid at least 15 days prior to the opening of the Convention.

*Convention
call*

Section 8. The International Secretary-Treasurer shall issue a Call for the Convention and notify each Local Union at least 100 days prior to the date of the Convention of the number of delegates to which said Local Union is entitled, and shall furnish to the Local Union a certification of delegation form containing the names of registered delegates to the Local Union and spaces for the signatures of the President and Secretary of the Local Union.

Credentials

*Forwarding of
credentials*

Section 9. The certification of delegation form containing the names of delegates to the International Convention and bearing the signatures of the President and Secretary of the Local Union must be in the hands of the International Secretary-Treasurer at least 30 days prior to the opening of the Convention. A delegate who is eligible to attend the Convention shall not be disqualified because of the failure of a Local Union officer to forward the delegate's name on a certification of delegation form.

*Alternate
delegates*

*Membership
requirement*

Exceptions

Section 10. In addition to the delegates selected in the manner provided in Section 3 of this Article, a Local Union may provide for selection of such number of alternates as it may determine are reasonably required to serve if regularly elected delegates are unable to do so; such alternates shall be selected or elected in the manner provided in Section 3 of this Article. Each delegate or alternate must be a member of the Local Union employed in the jurisdiction of the Local Union. This requirement, however, shall not be construed to bar any member who is an officer or employee of the Local Union or of the International Union, or any affiliate thereof, or who is elected to public office or to a position with an organization with which this International Union is affiliated.

*Protests of
delegate
elections*

Section 11. Any member who wishes to protest the election of any delegate or the right of any Local Union officer to serve as a delegate pursuant to Article IV, Section 3, must file a written protest with the International Secretary-Treasurer within 15 days after such election or after the decision by a Local Union that no election is required pursuant to Article IV, Section 3. Any such protest shall be referred to the Credentials Committee, in care of the International Secretary-Treasurer. The Credentials Committee may waive the time limit for filing protests upon a showing that the protesting member did not know of the basis for his or her protest within sufficient time to file a timely protest and he or she filed a protest immediately upon discovery of the basis for his or her protest. The Credentials Committee shall consider all timely protests and shall include its decision on all protests in its report to the Convention. It may, in its discretion, hold a hearing on any protest upon reasonable notice to all affected parties.

*Computation
of voting
strength*

Section 12. The number of votes which each Local Union shall be entitled to vote in the Convention shall be determined by averaging the

12 most recent regular monthly per capita tax payments for members which are received by the International Union on or before December 31 of the year immediately preceding the calendar year in which the Convention is held. In the case of a newly chartered local without a twelve month payment period before December 31, the number of votes shall be determined by averaging regular monthly per capita tax payments for members received by the International Union, up to a maximum of twelve months. The computation of voting strength shall not include associate members, life members, or agency fee payers. Where there are two or more delegates in attendance from one Local Union, the vote shall be divided equally between them. In the case of a newly chartered Local Union created as a result of a reorganization of members under Article XIV, the International Executive Board shall determine the computation of voting strength for the affected Local Unions in order that the members are included in the voting strength of only one Local Union.

Section 13. The International President shall, before each Convention, appoint from the delegates-elect a committee of at least seven to act as a committee on credentials. The International President and International Secretary-Treasurer shall be members of said committee. All credentials shall be referred to this committee. This committee shall submit its report in writing to the Convention.

*Committee on
credentials*

Section 14. All Resolutions to be acted upon by the Convention proposed by a Local Union must be submitted in writing to the International Secretary-Treasurer at least 30 days prior to the Convention and unless so submitted may not be considered by the Convention except on unanimous consent of the delegates present. Resolutions may be presented to the Convention by the International Executive Board at any time during the Convention without requiring unanimous consent.

*Convention
resolutions*

Section 15. Delegates representing one-fourth of the votes entitled to be cast at the Convention shall constitute a quorum for the transaction of business.

*Convention
quorum*

Section 16. The rules and order of business governing the preceding Convention shall be enforced from the opening of any Convention of this International Union until new rules have been adopted by action of the Convention.

Interim rules

Article V ELECTION OF OFFICERS

Section 1. All nominations for International Officers shall be made in open Convention and elections shall be by roll call where there is more than one candidate for any office. The roll call shall be conducted by voice and/or open written ballot, as set forth in the Rules of the Convention. Officers shall be elected by plurality vote.

*Nomination
and election
of officers*

Section 2. No candidate (including a prospective candidate) for any International office or office in a Local Union or affiliated body or

*No nonmember
support*

supporter of a candidate may solicit or accept financial support or any other direct or indirect support of any kind from any nonmember of the International Union.

Protests

Section 3. Any member wishing to protest the election of any International Officer pertaining to candidate eligibility or the manner in which the election was conducted must lodge a protest in conformity with the requirements of the Rules of the Convention.

Other election protests

Section 4. Any member wishing to submit an election protest pertaining to any issue other than those governed by Section 11 of Article IV or Section 3 of this Article must file such protest within 15 days after the Convention. All such protests shall be filed with the International President. The International President shall endeavor to have a hearing held within 30 days of the filing of the protest, if the International President deems a hearing to be necessary, and shall attempt to render his or her decision within 30 days thereafter. Within 15 days after the final action of the International President, a petition for review may be filed with the International Executive Board. In the alternative, the International President may forward an election protest directly to the International Executive Board for decision.

Article VI OFFICERS

International Union officers

Section 1. The officers of this International Union shall consist of an International President, an International Secretary-Treasurer, seven full-time Executive Vice Presidents, 25 Vice Presidents (at least two of whom shall be members of Canadian Local Unions), and 40 Executive Board Members (at least two of whom shall be members of Canadian Local Unions and one of whom shall be a Retired Member). The International President, the International Secretary-Treasurer, and the seven Executive Vice Presidents shall be elected at large by all delegates assembled at the International Convention. Two Canadian Vice Presidents and two Canadian Executive Board Members shall be elected on the following basis: a Vice President and Board Member shall be nominated and elected from all of the provinces other than the Province of Quebec. A Vice President and Board Member shall be nominated and elected from the Province of Quebec only, provided, however, that the Vice President from Quebec and the Executive Board Member from Quebec may not be members of the same Local Union. These Canadian Vice Presidents and Executive Board Members shall be elected by the Canadian Council at its Convention composed of delegates elected in accordance with this Constitution and applicable law and which shall be held within 90 days prior to the International Convention at which the International Union officers are elected. All other Vice Presidents and Executive Board Members (including the Retired Member) shall be nominated and elected at large.

Retired member

Canadian officers

IEB term of office

Section 2. These officers shall constitute the International Executive Board, and their term of office shall begin immediately following their

election and they shall hold office for four years or until their successors are duly elected and qualify.

(a). Each Vice President and Executive Board Member shall be responsible for such duties as assigned by the International President.

Duties

(b). The International President may appoint an Executive Committee from among the members of the International Executive Board. The Executive Committee shall meet at the call of the International President. The Executive Committee shall be charged with advising the International President on how best to carry out the administrative duties of his or her office, and with making recommendations to the International Executive Board on policies and programs for the International Union. The Executive Committee also may be delegated specific functions and powers of the International Executive Board under the Board's authority in Article XI, Section 6(b). Minutes of all meetings of the Executive Committee shall be kept by the International Secretary-Treasurer, who shall render reports to the International Executive Board.

Executive Committee

Section 3. Each regular Convention of this International Union shall also elect a Board of Auditors consisting of eight members. The Board of Auditors shall examine and review the books and accounts of the International Secretary-Treasurer at least once during each twelve-month period, utilizing the assistance of Certified Public Accountants designated by the International President. Such review of the books and accounts of the International Secretary-Treasurer shall include the books respecting all properties and facilities under the custodianship of the International Secretary-Treasurer. A copy of such annual reports of the Board of Auditors shall be submitted to the International Executive Board. The Board of Auditors shall also give a written report to the International Convention. In the event of the unavailability or temporary disability of an Auditor, the remaining Auditors shall perform the duties set forth herein. The Auditors shall receive such per diem compensation and expense allowance as may be fixed by the International Executive Board.

Board of Auditors

Section 4. No person shall be eligible for office in this International Union who has not been a member in continuous good standing for at least two years immediately preceding his or her election in the International Union or Local Unions chartered by this International Union or in any labor organization which becomes affiliated with this International Union. This requirement may be reduced by the International Executive Board to no less than 60 days if necessary to expand eligibility for office to members of organizations newly associated with the International Union pursuant to Article XI, Section 6. In the case of the Retired Member position on the International Executive Board, only retired members who have been members in good standing for two years prior to the Convention as either members, retired members or life members of the Local Union shall be eligible to serve. 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

Qualifications for officers

with the provisions of applicable law, be eligible to hold office in this International Union.

Exclusions

Section 5. Associate members, life members, or those retired members paying less than the full dues required for working members of their Local Union shall not be eligible for nomination as an International Officer, except that such retired members may be eligible for the Retired Member position on the International Executive Board.

*Multiple
compensation
barred*

Section 6. No full-time officer of the International Union may receive compensation of any kind, except for benefits paid by a pension plan, from any Local Union or from any entity owned or controlled by a Local Union. Notwithstanding the foregoing, the International President is authorized to approve a temporary transition plan (not to exceed six months) for other new full-time officers transitioning from a Local Union to the International Union, provided that any such individual does not receive compensation from the International Union and a Local Union for the same time period.

*Retired
members
advisory
committee*

Section 7. The International President shall appoint a Retired Members Advisory Committee which shall consist of leaders of Local Union retired members groups and retired International Executive Board Members. It shall be chaired by a retired member appointed by the International President.

*Emeritus
status*

Section 8. The future grant of emeritus status to an International Officer shall be limited to an individual who has been elected as International President at no fewer than three international conventions. Such status shall entitle the individual to be an honorary guest at the SEIU International Convention and he/she may be appointed by the International President as a delegate or alternate delegate on the SEIU delegation to a national or international federation convention. Additional assignments may be made by the International President, upon mutual agreement.

Article VII FILLING VACANCIES

*Filling officer
vacancies*

President

*Secretary-
Treasurer*

In the event of a vacancy in the office of International President by reason of death, resignation or otherwise, it shall be the duty of the International Secretary-Treasurer, in addition to his or her other duties, to assume the duties of International President. The International Secretary-Treasurer shall serve in this capacity for a period of not longer than 30 days during which time the International Executive Board 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 International Secretary-Treasurer by reason of death, resignation or otherwise, it shall be the duty of the International President, in addition to his or her other duties, to assume the duties of International Secretary-Treasurer. The International President shall serve in this capacity for a period of not longer than 60 days during which time the International Executive Board shall be convened for the purpose of filling the vacancy for the

unexpired term by majority vote. In the event of a vacancy among the Vice Presidents, or on the Board of Auditors, by reason of death, resignation or otherwise, the International Executive Board shall, within 90 days after such vacancy has occurred, fill the vacancy for the unexpired term by majority vote. In the event of a vacancy among the Executive Vice Presidents or International Executive Board Members, by reason of death, resignation or otherwise, the International Executive Board may in its discretion fill such vacancy for the unexpired term by a majority vote. In the event of a concurrent vacancy in both the office of the International President and the office of the International Secretary-Treasurer by reason of death, resignation or otherwise, the International Executive Board shall be convened in Washington, D.C., within 10 days upon the joint call of at least four International Vice Presidents for the purpose of filling the unexpired terms by majority vote. In the case of a vacancy in the office of International President, International Secretary-Treasurer or Executive Vice President, the vote of an Officer on the International Executive Board (except for the full-time Officers and the Retired Member) shall be proportionate to the numerical strength of his/her local, as determined by the Local's payment of per capita tax to the International Union, excluding associate members, life members, retired members paying less than the full dues required for working members of their Local Union, and agency fee payers. If more than one officer is from the same Local Union, the voting strength shall be divided equally among those officers for this purpose.

*Vice President,
Auditor*

*Executive Vice
President,
Executive Board
Members*

*Concurrent
vacancies*

*Voting
strength*

Article VIII INTERNATIONAL PRESIDENT— DUTIES AND POWERS

Section 1(a). It shall be the duty of the International President to preside at the Convention of the International Union and at meetings of the International Executive Board, and conduct them in accordance with parliamentary rules and in conformity with this Constitution. The International President shall appoint all committees and boards and be a member ex officio of all committees and boards.

*Presiding
officer*

*Appointment
of committees,
boards*

(b). The International President shall have the deciding vote in case of a tie on any question.

Deciding vote

(c). The International President shall act to the best of his or her ability in furthering the purposes and objects of the organization and the interests of its members.

*General
responsibility*

(d). The International President shall have general supervision and direction over the affairs of the International Union. The International President shall be authorized to call and make arrangements for such meetings, seminars, and conferences as he or she may deem necessary; and shall direct all departments, functions and programs of the International Union.

*General
authority*

(e). The International President shall have general supervision and direction of the organizing efforts of this International Union.

*Organizing
authority*

The International President shall have power to appoint organizers, representatives, coordinators and organizing committees and to make such loans or grant such subsidies to Local Unions and affiliated bodies as he or she deems necessary.

*Authority
for collective
bargaining*

*Coordinated
bargaining
process*

(f). Consistent with the programs and policies adopted by the SEIU Convention delegates, the International President shall be empowered to negotiate and enter into national, regional, or areawide collective bargaining agreements, including company wide or multi employer agreements, and to coordinate activities toward this end in consultation with the Local Unions involved, and is authorized to require and direct coordinated bargaining among Local Unions. An industry division of the International Union also may recommend to the International President situations in which coordinated bargaining is warranted or where a comprehensive union wide strategy of employer relations is needed for key strategic global, national or regional employers. Accordingly, the industry divisions shall develop a process to identify such circumstances and in each case, the proposed structure for carrying out the decision-making (including membership authorization for strike action and membership voting on contract ratification), and the financing of the bargaining process itself. The division's recommendation shall address whether there is a need for the delegation of bargaining authority to the International Union or to a national or regional bargaining committee, appointed by the International President. The affected locals shall pay for the expenses of their participation after their input into the elements of such financing.

*Authority to
employ staff*

*Authority to
set salaries*

*Salary
entitlement
phase out*

(g). The International President shall be empowered to employ necessary staff and retain counsel, accountants and other professional personnel as he or she may require to assist in the duties of the office and to fix their compensation. He or she shall be empowered to fix the compensation of the International Executive Vice Presidents. With respect to the office of International Vice President and International Executive Board member, the International Executive Board has phased out salary entitlements and is authorized to adopt an alternative compensation policy that recognizes any financial hardship on locals by this change in policy, as well as additional responsibilities that may be assigned to particular individuals.

*Authority on
questions of
law*

(h). The International President shall have authority to interpret this Constitution and Bylaws and decide on all points of law submitted to him or her by Local Unions or the membership thereof, or by affiliated bodies, subject to appeal to the International Executive Board, and the next Convention.

*Right to
petition
International
President*

*Right of
appeal*

Section 2. Any member or officer of a Local Union aggrieved by any action of his or her Local Union or affiliated body not covered by the provisions of Article XVII of this Constitution (including determinations of election protests) may petition the International President within 15 days after the act complained of, or may petition the International Executive Board, within 15 days after the action of the International

President thereon, to review the action of the Local Union or affiliated body. The President will endeavor to have a hearing held within 30 days of the petition or protest, if the President deems a hearing to be necessary, and shall attempt to render his or her decision within 30 days thereafter.

Section 3. The International President shall, by virtue of his or her office, represent the International Union at the conventions of labor organizations with which this International Union is affiliated and shall appoint all other delegates to such conventions.

*Representing
international
union at
conventions*

Section 4. The International President shall sign all charters and other official documents of this International Union; shall have the authority to direct an examination of the books and records of any Local Union or affiliated body; and shall draw vouchers on the International Secretary-Treasurer for such sums of money as his or her activities require, and the same shall be paid by the International Secretary-Treasurer.

*Charters,
audits, and
vouchers*

Section 5. The International President shall have power to appoint upon recommendation of the International Secretary-Treasurer such office assistants as may from time to time be required.

*Appointment
of assistants*

Section 6. All vouchers of the International Union shall be submitted to the International President for approval. The International President may at any time appoint a member of the Board of Auditors or such other representative or accountant as he or she may designate to examine into any matter affecting the finances of the International Union.

*Monitoring
finances*

*Investigation of
finances*

Section 7(a). Whenever the International President has reason to believe that, in order to protect the interests of the membership, it is necessary to appoint a Trustee for the purpose of correcting corruption or financial malpractice, assuring the performance of collective bargaining agreements or other duties of a bargaining representative, restoring democratic procedures, or otherwise carrying out the legitimate objects of this International Union, he or she may appoint such Trustee to take charge and control of the affairs of a Local Union or of an affiliated body and such appointment shall have the effect of removing the officers of the Local Union or affiliated body.

*Authority
to impose
trusteeships*

(b). The Trustee shall be authorized and empowered to take full charge of the affairs of the Local Union or affiliated body and its related benefit funds, to remove any of its employees, agents and/or trustees of any funds selected by the Local Union or affiliated body and appoint such agents, employees or fund trustees during his or her trusteeship, and to take such other action as in his or her judgment is necessary for the preservation of the Local Union or affiliated body and for the protection of the interests of the membership. The Trustee shall report on the affairs/transactions of the Local Union or affiliated body to the International President. The Trustee and all of the acts of the Trustee shall be subject to the supervision and direction of the International President.

*Powers and
duties of
trustee*

*Responsibility
to president*

*Moneys, books,
property*

(c). Upon the institution of the trusteeship, all moneys, books and property of the Local Union or affiliated body shall be turned over to the Trustee.

*Bonding
required of
trustee*

(d). The Trustee shall be bonded for the faithful discharge of his or her duties relating to the handling of funds or other property of the Local Union or affiliated body.

*Financial
responsibilities
of trustee*

(e). The Trustee shall take possession of all the funds, books, papers and other property of the Local Union or affiliated body. The Trustee shall pay all outstanding claims, properly proved, if funds are sufficient. When self-government is restored, the Trustee shall return all funds, books, papers and other property to the Local Union or affiliated body. If, however, the Local Union or affiliated body is dissolved by the revocation of its charter, then any balance remaining to the credit of the Local Union or affiliated body shall be forwarded to the International Secretary-Treasurer and shall become the property of the International Union.

*Procedure
for imposing
trusteeship*

*Appointment of
hearing officer*

(f). In order to ensure that no trusteeship is imposed without an adequate right to be heard or without other appropriate safeguards, prior to the imposition of a trusteeship the International President shall appoint a hearing officer or officers (who need not be a member or members of this organization), and shall issue a notice, which shall be distributed in a timely fashion, setting a time and place for a hearing, for the purpose of determining whether a Trustee should be appointed. Said hearing officer or officers shall issue a report and recommendations, orally, or in writing, to the International President, who shall thereupon make his or her determination; provided that where in the judgment of the International President an emergency situation exists within the Local Union or affiliated body, a Trustee may be appointed prior to a hearing; provided further that in an emergency situation, the International Executive Board shall appoint a hearing officer or officers (who need not be a member or members of the organization) who shall conduct such a hearing within 30 days after imposition of the trusteeship, and a decision by the International Executive Board shall be made within 60 days after the appointment of such Trustee. These time limits may be extended by the International President for good cause which decision shall be final and binding. Pending the International Executive Board's decision, the trusteeship shall remain in full force and effect.

*Emergency
trusteeship*

*President's
personal
representative*

(g). The International President may appoint a representative to meet with the officials of Local Unions or affiliated bodies and to attend any meetings of Local Unions or affiliated bodies where in the judgment of the International President there is a need to assist the Local Unions or affiliated bodies with respect to their internal needs. The International President may appoint a hearing officer to examine the internal needs of the Local Union or affiliated body, and to assist him/her in determining what remedial action(s), if any, should be implemented by the Local Union or affiliated body. At anytime, the International President also may designate his/her representative as a monitor with additional oversight responsibility to review compliance with the International

*Internal needs
hearing*

Monitor

President's recommendations and/or otherwise assist in addressing the internal needs of the Local Union or affiliated body. Among the internal needs to be considered is whether a Local Union or affiliated body has met applicable standards endorsed by the International Convention or satisfied such procedures, rules and/or regulations duly adopted by the International Executive Board to carry out the goals set by the International Convention.

*Compliance
with applicable
standards*

Section 8. The International President shall have power to call upon any and all officers for assistance and advice when the occasion demands or requires it.

*President's
authority to call
for assistance*

Section 9. The International President shall make a full report to each International Convention and at Executive Board meetings.

*President's
duty to report*

Article IX DUTIES OF INTERNATIONAL SECRETARY-TREASURER

Section 1. The International Secretary-Treasurer shall keep a correct record of all the proceedings of the International Convention and of the International Executive Board.

*Proceedings
of convention,
executive board*

Section 2. The International Secretary-Treasurer shall receive and collect all moneys due to the International Union, which shall be deposited in such banks as may be designated by the International Executive Board.

*Safeguarding
the moneys*

Section 3. The International Secretary-Treasurer shall conduct all official correspondence, receive all applications for charters, countersign and issue charters as may be granted, and have charge of the official seal.

*Charters,
official seal*

Section 4. The International Secretary-Treasurer shall draw and sign or authorize the signing of all checks covering expenditures of the International Union, upon the co-signature or approval of the International President.

Expenditures

Section 5. The International Secretary-Treasurer shall maintain records of the membership of the International Union and shall report to the International President and the International Executive Board as required.

*Membership
records*

Section 6. The International Secretary-Treasurer shall make a full report of all matters relating to his or her office to each International Convention.

*Convention
reports*

Section 7. The International Secretary-Treasurer shall, at the end of his or her term of office, turn over to his or her successor in office all books, moneys, property and other belongings of the International Union.

*Obligation to
successor*

Section 8. The books and records of the International Secretary-Treasurer shall be open for inspection by the officers of the International Union.

*Obligation to
open books*

*Maintenance
of union
records*

Section 9. The International Secretary-Treasurer shall keep all records pertaining to income, disbursements, and financial transactions of any kind for a period of at least six years, or longer if required by applicable law.

Article X DUTIES OF THE EXECUTIVE VICE PRESIDENTS

*Supervision by
President*

Section 1. The International Executive Vice Presidents shall work under the supervision of the International President.

*Duties assigned
by President*

Section 2. The International Executive Vice Presidents shall perform such duties as are assigned to him or her by the International President.

Article XI DUTIES OF THE INTERNATIONAL EXECUTIVE BOARD

*Meeting
requirement*

Section 1. The International Executive Board shall hold sessions at least two times within each year. The meetings of the International Executive Board shall be upon the call of the International President at times and places which, in his or her judgment, best serve the needs of the International Union. Whenever a majority of the International Executive Board requests the International President to call a meeting thereof, it shall be mandatory upon him or her to do so. A meeting of the International Executive Board may be held by telephone or video conference at the discretion of the International President. All necessary expenses for such meetings shall be paid by the International Union. The International Executive Board shall have power to transact all business of the International Union between Conventions. A majority of the members of the International Executive Board shall constitute a quorum for the transaction of its business.

*Majority
may initiate
meeting*

Quorum

*Notification to
Local Unions*

Section 2. The International Secretary-Treasurer shall notify all Local Unions and affiliated bodies of the time and place of International Executive Board meetings. Any Local Union or affiliated body may present any grievance or matter which it deems to be for the welfare of the International Union or any of its Local Unions or affiliated bodies at any meeting of the International Executive Board.

*Right to
present
grievances*

*Right to
decide appeals*

Section 3. The International Executive Board shall act upon and decide all appeals presented to it by Local Unions or individual members or by affiliated bodies.

*Bonding
provisions*

Section 4. The International Executive Board shall provide for the bonding of officers and employees of the International Union in accordance with the requirements of applicable statutes or as the International Executive Board shall deem necessary.

*Polling by
International
President*

Section 5. When the International Executive Board is not in meeting and the International President deems it necessary for the International

Executive Board to act promptly, the International Secretary-Treasurer shall poll the International Executive Board and such action and vote may be taken by letter, telegram, teletype, facsimile, telephone or any other appropriate means of communication. Such action so taken on vote of the majority of the International Executive Board shall constitute official action of the International Executive Board.

Section 6. The International Executive Board shall, subject to action of an International Convention, be the final authority and the highest governing body of this International Union.

Executive Board is highest authority

The Board is hereby authorized and empowered to take any and all lawful action not inconsistent with this Constitution to safeguard and protect this International Union, the rights, duties and privileges of the officers and members of this International Union and its Local Unions or any of its affiliated bodies; to guide, manage, conduct, and direct the activities, affairs, and functions of this International Union and to, in every way, including but not limited to expenditure, investment, and management, utilize the property and funds of this International Union towards the fulfillment of the purposes and objects of this organization. In addition to the general and specific powers conferred upon the Board elsewhere in this Constitution, and in addition to any lawful powers appertaining thereto, the Board is specifically authorized to:

Duties and responsibilities

A. Establish, adopt, prescribe, and order such procedures, rules and regulations, consistent with this Constitution, as are required for the direction and management of the affairs of this International Union and its constituent subordinate bodies and to repeal or amend the same;

Establishment of rules and regulations

B. Delegate, consistent with this Constitution, to any of its officers or agents any of the functions and powers herein set forth, except the power to fill vacancies in office;

Delegation of powers

C. Establish and/or approve the payment of salaries, wages, expenses, allowances, and disbursements for its officers, agents, and employees; and adopt, maintain or amend any pension or health and welfare trust agreement or plan which it deems to be in the interest of the officers and employees of the International Union or its Local Unions or other affiliated bodies or employees represented by the International Union or any of its Local Unions or other affiliated bodies and the families of said officers and employees, provided that no accrued rights of a participant shall be impaired;

Salaries and trusts

D. Take such legal action as it deems necessary to protect the interests of this International Union, its officers, representatives, agents, employees, members, or constituent Local Unions or its affiliated bodies, including the initiation, prosecution, and defense of lawsuits and arbitrations, the settlement or compromising of any claim whether defended or prosecuted, and the payment of expenses and costs of all such proceedings and actions; or abstain from enforcing any claim;

Authority to take legal action

E. Invest or reinvest the funds of this International Union in such property, real or personal, tangible or intangible, as it shall consider

Investment of funds

desirable for the effectuation of the purposes and objects of this International Union and the interest of its members, or permit such funds to remain uninvested;

Acquisition of property

F. Lease, buy, and in every lawful manner acquire, on behalf of this International Union, all property, rights, and privileges, as it shall think desirable for the effectuation of the purposes and objects of this International Union and the interests of its members, at such prices, terms and conditions as this Board shall, in its discretion, determine;

Disposal of property

G. Sell, lease, rent, mortgage, pledge, exchange, or otherwise dispose of any property, real or personal, tangible or intangible, and any rights or privileges appertaining or belonging to or in the possession of this International Union or its membership, whenever in its discretion the Board considers that the purposes and objects of this International Union and the interests of its members will be thereby effectuated for such prices and upon such terms and conditions or for such consideration as the Board in its discretion determines;

Authority to borrow

H. Obtain loans from any banks, firms, corporations or institutions, upon such terms and conditions as the Board shall determine, and for the sums so borrowed, issue its promissory notes or other evidence of indebtedness;

Mortgages and trusts

I. Enter into, issue and create, effectuate and terminate such mortgages, deeds, trust agreements, and negotiable instruments, however secured, as the Board in its discretion believes will effectuate the objects and purposes of this International Union and the interests of its members;

Affiliations

J. Affiliate this International Union or otherwise enter into or discontinue a relationship with such organizations and bodies, local, national and international, as the Board believes will effectuate the objects and purposes of this International Union and the interests of its members;

Terms of affiliation

K. Affiliate to this International Union by merger, partnership, alliance, consolidation, charter or otherwise any existing labor organization or other organization as the Board may approve and in connection therewith may grant to such labor organization until the next International Convention such executive positions and/or representation on the International Executive Board in the form of additional Vice Presidents and Executive Board Members in excess of the total number provided in Article VI, Section 1. The terms and conditions of such relationships, including affiliations, partnerships, alliances, mergers, or consolidations may include waiver of other provisions of this Constitution for such periods of time as shall be set forth in the agreement;

Authority to waive constitutional provisions

Jurisdictional questions and agreement

L. Decide questions of jurisdiction relating to Local Unions and other bodies affiliated to the International Union, and conclude organizational and jurisdictional agreements with other labor organizations;

M. Make such loans, either direct or indirect, whether to individuals or organizations, as are lawful and not inconsistent with this Constitution, with such security and with such arrangement for repayment as the Board may deem appropriate, and as the Board considers will effectuate the purposes and objects of this International Union and the interests of its members;

*Authority
to lend*

N. Establish, adopt, and order such procedures as it deems necessary for the International Union, Local Unions, and affiliated bodies pertaining to agency shop fees, fair share fees and similar fees, and repeal or amend the same; and

*Agency and
other fee
procedures*

O. In order to build strength for working women and men in the 21st century, the International Executive Board is authorized to enter into new types of arrangements including, but not limited to, partnerships, affiliations and/or alliances on a national or global scale, for expanding the Union's outreach to, and involvement with, organizations and people with common goals. Accordingly, the authority set forth in this Article should be broadly interpreted to carry out the intent and purpose of this mission as well as to take advantage of new opportunities available through advances in technology and the internet. In entering such arrangements, the International Executive Board may grant such waivers from the provisions of the Constitution until the next Convention as will advance this objective.

*New
arrangements
to expand
outreach*

The International Executive Board shall be the final authority in fulfilling, interpreting and enforcing this Constitution, subject to review by an International Convention.

*Constitutional
authority*

The opinion of any attorney, accountant, or other professional consultant or expert hired pursuant to this Constitution shall be full and complete authority and protection with respect to any action taken, suffered or omitted by this Board or any member thereof in good faith and in accordance with such opinion. The International Executive Board, or any member of it, shall not be liable to any person or organization, for any act, which is not willful misconduct or in bad faith, done by this Board or said member in effectuation of the purposes and objects of this Constitution and the interests of the members of this organization.

*Protection from
liability*

Article XII STRIKES AND LOCKOUTS

No Local Union or affiliated body shall 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. Based on the recommendation of the industry divisions of the International Union, the International Executive Board may limit this strike notification to fewer situations.

*Strike
notification
requirement*

Article XIII REVENUE

*Per capita
taxes*

Section 1(a). The revenue of this International Union shall be derived from per capita tax, initiation fees, charter fees, assessments or from any other source that the International Executive Board may determine.

The per capita tax from Local Unions shall continue to be \$7.65 per member per month on all dues received by the Local Union.

*Special
membership
categories*

For a retired member, associate member, or organizing committee member paying less than the full dues required for working members of his or her Local Union, the per capita shall be \$1.00 per month.

The International Union shall not set aside any segregated funds from per capita tax payments received from Local Unions on behalf of retired, associate or organizing committee members.

*Authority to
adjust tax*

Upon the recommendation of the International President, the International Executive Board shall have the authority to adjust the per capita tax required from Local Unions (i) for nonworking members, including retired members and associate members; provided, however, that notwithstanding the provisions of Article XV, Life Members granted such status pursuant to this Constitution on or before May 1, 2000, shall have no continuing dues obligations, but they shall nonetheless be eligible to enjoy all the benefits and privileges of retired members in the International Union, including continued participation in the International Union's Death Gratuity Program if otherwise eligible; and (ii) that are affiliated with another international union.

Political fund

(b). An amount of money which shall be determined annually by the International Executive Board shall be set aside from the per capita tax and shall be expended by the International Union directly or indirectly for political education and political action purposes, but solely in accordance with the provisions of applicable law.

*Strike and
defense fund*

(c). For 2012, the International Union shall continue to set aside out of the per capita tax, the sum of 40 cents per member per month on all monthly dues received by the Local Union as a Strike and Defense Fund to aid Local Unions engaged in authorized strikes, in defending against lockouts, and in defending the integrity and welfare of the Local Union, as defined under criteria established by the International Secretary-Treasurer, and shall credit each Local Union with the amount which such Local Union has paid into the Strike and Defense Fund. 25 cents of the 40 cents shall be used by the International Union to maintain current programs and support the implementation of the 2012 Convention program.

Beginning January 1, 2013, the International Union shall use from the per capita tax the sum of 40 cents per member per month on all monthly dues received by the Local Union in the Strike and Defense Fund for the purpose of maintaining a fund to support the International Union's program to elect and hold accountable national public officials for a pro-working family agenda.

Such moneys shall not be used from or set aside out of per capita tax payments received from Local Unions on behalf of retired, associate, or organizing committee members.

Prior to January 1, 2013, a local union may request approval from the International Secretary-Treasurer to substitute an alternative payment plan for the 25 cents. This plan may include the option for the International Union to retain funds that would otherwise be paid back to the local union under Article XV, Section 18.

For any amounts accumulated in the Fund prior to January 1, 2013, subject to the criteria established by the International Secretary-Treasurer, a Local Union may after no less than one year of contributions draw on the Strike and Defense Fund, or from such other funds of the International Union as shall be determined by the International Executive Board, to the extent of the total unexpended funds remaining to its credit, plus an additional sum equal to the amount set aside out of its required payments in the preceding 12 months. Once such an additional payment has been drawn by the Local Union, no further payment shall be made to the Local Union pursuant to this Section. The International Executive Board is authorized to direct that a Local Union's 2012 contributions to the Strike and Defense Fund be used to satisfy the Local Union's outstanding financial liability to the International Union or, pursuant to a decision of the International Executive Board after appropriate proceedings, to another affiliated body or Local Union if such liability is at least 90 days past due. In such circumstances, the Local Union will receive 15 days notice before such action is initiated.

*Withdrawals
from strike and
defense fund*

*Use of fund
to satisfy
outstanding
liabilities*

Questions concerning the application or interpretation of this subsection shall be resolved by decision of the International Secretary-Treasurer, subject to appeal to the International Executive Board.

*Application and
interpretation*

(d). In addition to the per capita tax set forth in Section 1(a), each Local Union, except those based in Canada, shall pay to the International Union a per capita tax to finance the Unity Fund. Through the Unity Fund, all local unions will pool resources in order to have the new strength to win improved pay, benefits and security for members in the 21st century. This additional per capita tax per member per month shall be \$5.00.

*Unity Fund
(except
Canada)*

Notwithstanding the above, this additional per capita tax for the Unity Fund shall not be paid on dues from any member who is paid gross wages of less than \$433 per month. The additional per capita tax for the Unity Fund shall also not be payable on dues from members who have not achieved a first collective bargaining agreement.

*Low-wage
worker*

(e). Based on the recommendation of the Canadian Council, the International Executive Board may require each Local Union based in Canada to pay to the International Union a per capita tax in addition to the per capita tax set forth in Section 1(a) to finance a Canadian Unity Fund. Through this Unity Fund, all Canadian local unions will pool resources in order to have the new strength to win improved pay, benefits and security for members in the 21st century. The amount of

*Canadian
Unity Fund*

the additional per capita tax shall be determined by the International Executive Board, based on the recommendation of the Canadian Council.

*"Member" and
"dues" defined*

(f). For the purposes of this section, the term "member" shall include agency fee payer and Rand Formula payer and comparable fee payers, and the term "dues" shall include agency service fees, Rand Formula fees and comparable fees.

*Payment of
dues*

Section 2. Dues of members are due and payable on or before the last day of the current month and in order for a member to be in good standing his or her dues must be paid on or before the last day of each month. All other financial obligations of the Local Union must likewise be paid on or before the last day of the month in which they fall due.

*Maintenance
of good
standing*

Section 3. For a Local Union to be considered in good standing, per capita tax and all other fees and payments must be paid by each Local Union to the International Union before the end of the month following the month in which the Local Union received dues or other payments on account of which per capita tax or fees are payable to the International Union. If the monthly per capita tax, or any part thereof, is not submitted by the end of the month following that in which it is due, the Local Union shall be deemed delinquent in its payment and shall be charged a late payment fee, at an interest rate to be determined periodically by the International Executive Board, on that portion of the per capita tax which has not been paid by the due date, except that the International President may waive this penalty charge for good cause shown. If a Local Union fails to make the payments herein required within 30 days of the date due, the International Secretary-Treasurer shall notify the Local Union that it is no longer in good standing and shall within 30 days thereafter refer the matter to the International President for such action as the International President shall deem appropriate, including without limitation, suspension of the Local Union, revocation of its charter, or the appointment of a Trustee as provided in Article VIII, Section 7 of this Constitution and Bylaws. The International President, and in the event of an appeal from his or her decision, the International Executive Board, may lift any suspension or stay revocation of the charter upon such terms and conditions as may be prescribed.

*Priority of per
capita payment*

Section 4. No Local Union shall have any right to pay any bills before it pays its full obligation to the International Union each month.

*Reporting
requirements
of locals
(membership
lists)*

Section 5(a). The Local Union by its Secretary-Treasurer shall forward to the International Secretary-Treasurer the correct names and addresses (including email address and phone number, if available) of all its members, and other membership information as specified by the International Executive Board. Each month it shall submit all changes of addresses; the names and addresses of all members initiated or readmitted, of all other persons from whom revenue is derived, and of those suspended for nonpayment of dues or for any other cause; and a correct list of those who take transfer or withdrawal cards. In addition, the International Union must be notified of the names and addresses of

all officers elected to office within 15 days of such action. The proper ZIP code shall be included for each address. Each Local Union must provide the same membership list to the State Council with which it is affiliated. Based on the recommendation of the International Secretary-Treasurer, the International Executive Board may approve a modification to this section which limits the frequency and/or content of this requirement.

(b). Upon request, each local 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. The Secretary-Treasurer may issue specific guidance on the nature of the supporting documentation required.

Average gross wage rate

Section 6(a). Local Union officers or the officers of any other affiliated body shall furnish to any person designated by the International President to examine its books and records, all of its books, records, accounts, receipts, vouchers and financial data whenever requested. All Local Unions and other affiliated bodies 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 assets and liabilities and a statement of receipts and disbursements which are required by law.

Examination of local books and records

Annual audit reports

(b). All records of a Local Union or other affiliated body pertaining to income, disbursements and financial transactions of any kind whatsoever must be kept for a period of at least six years or longer if required by applicable law.

Maintenance of local records

Section 7. When the charter of a Local Union or other affiliated body is revoked, the Local Union or other affiliated body and its officers shall return all books, documents, property and funds to the International Union.

Requirements on revocation of charter

Section 8. The revenue from per capita taxes paid by Canadian Local Unions shall be spent by International Union for activities that support Canadian Local Unions.

Canadian locals per capita

Article XIV ISSUANCE OF CHARTERS

Section 1. Twenty-five or more persons within the jurisdiction of this International Union may apply to the International Secretary-Treasurer for the issuance of a charter. In any event, the International President or the International Executive Board may issue a charter whenever it is deemed advisable. The application for a charter shall be accompanied by the required initiation fees and charter fee.

Application for charter

Section 2. The International Executive Board shall establish the policy and procedures governing the issuance of charters and shall determine all questions of jurisdiction between Local Unions. Local Unions in existence at the time of the formation of the International Union shall retain the jurisdiction which they held at that time. If there be any contested question in connection with the matters referred to in

Chartering procedures and jurisdiction

Contested questions

this Section, action of the International Executive Board shall be after a hearing upon reasonable notice before it or a hearing officer or officers (who need not be a member or members of this organization) designated by the International Executive Board.

*Consolidation
and merger*

Section 3. The International Executive Board may consolidate or merge existing Local Unions under such terms and conditions as the International Executive Board may determine when in the opinion of the International Executive Board the interests and welfare of the International Union and the membership thereof will be better served by such action.

*Merger
hearings*

Section 4. Such merger or consolidation of existing Local Unions shall be conditioned upon the consent of the Local Unions or shall be effectuated after a hearing upon reasonable notice before the International Executive Board or a hearing officer or officers (who need not be a member or members of this organization) designated by the International Executive Board.

*Provisional
organization*

Section 5. The International President may designate such coordinators and establish such organizing committees or provisional Local Unions for the purpose of organizing workers, and may establish other bodies for other purposes he or she deems appropriate, with or without requiring the payment of dues, initiation fees or per capita tax, as he or she may deem advisable, and the International President shall be authorized and empowered to name provisional officers for and to expend and control the finances of such organizing committees or provisional Local Unions or other bodies. The International President shall thereafter report such matters to the International Executive Board.

Article XV DUTIES OF LOCAL UNIONS

*Bonding of
locals*

Section 1. All Local Unions and affiliated bodies shall secure and maintain surety bonds in the amounts and the form required by applicable statutes. The International Secretary-Treasurer may direct an increase in the amount of any bond whenever he or she deems it necessary and advisable and may direct bonding by any Local Union not required by statute to secure a bond.

*Eligibility
requirements
for local officers*

Section 2. No person shall be eligible for nomination as an officer, member of the Executive Board, delegate, or any other office in a Local Union who has not been a member in continuous good standing in the Local Union for at least two years immediately preceding the nomination and has, during all of that time, paid the full dues required for working members of the Local Union within each month when due. Notwithstanding the above, a Local Union may adopt a local union bylaw that reduces this continuous good standing requirement from two years to no less than six months. No person who has been convicted of a felony as defined in Section 504 of the Landrum-Griffin Act (or indictable offense in Canada) shall in accordance with the provisions

of applicable law be eligible for nomination under the terms of this Section. If the Local Union has been chartered less than two years, the required period of continuous good standing shall be the entire time that the Local Union has been chartered. The International President may waive the foregoing requirements for good cause shown. Any Local Union may provide in its Constitution and Bylaws for further limitations upon eligibility for nomination, provided such provisions are approved by the International Union. Upon the request of a Local Union Executive Board, the International President may waive Local Union eligibility requirements for good cause shown. Associate members, life members, and those retired members paying less than the full dues required for working members of the Local Union shall not be eligible for nomination as an officer, member of the Executive Board, delegate, or any other office in the Local Union. Proxy voting shall not be permitted in any election for an officer, member of the Executive Board, 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.

Waiver

Exclusions

*Proxies,
write-ins
prohibited*

Section 3. The Constitution and Bylaws of all Local Unions and affiliated bodies and amendments thereto must be submitted to the International Union and be approved before they become valid; provided, however, that notwithstanding such approval, the Constitution and Bylaws of all Local Unions and affiliated bodies shall at all times be subordinate to the Constitution and Bylaws of the International Union as it may be amended from time to time. If a Local Union or an affiliated body shall not have secured the approval of a valid Constitution and Bylaws, the provisions contained in the Constitution and Bylaws of the International Union as it may be amended from time to time shall govern said Local Union and affiliated body insofar as applicable. Regardless of approval, if any conflict should arise between the Constitution and Bylaws of a Local Union and affiliated bodies or any amendments thereto, and the Constitution and Bylaws of the International Union as it may be amended from time to time, the provisions of the Constitution and Bylaws of the International Union shall govern.

*Approval
of local
constitutions*

*Priority of
International
Constitution*

Section 4. Each Local Union shall provide its members upon request with a copy of the Constitution and Bylaws of the International Union and the Local Union. Copies of the International Constitution and Bylaws will be provided by the International Union to the Local Unions at cost.

*Distribution of
Constitution*

Section 5. All Local Unions must provide for meetings of the membership on a general, division, chapter or work site basis at least once every two months, except during the months of July and August. The Executive Board of each Local Union shall in any case meet at least once a month. However, if approved by the Local Union membership, the requirements of this section may be modified in the Local Union's Constitution and Bylaws.

*Local meeting
requirements*

Minimum dues **Section 6(a).** Effective January 1, 2016, for all members with annual earnings of \$16,000 or more, the minimum dues shall be equal to \$36.00 per month. Effective January 1, 2016, for all members with annual earnings between \$5,500 and \$16,000, the minimum dues shall be equal to \$31.00 per month.

Annual increase Effective January 1, 2017, through January 1, 2020, the minimum monthly dues for all members with annual earnings of \$5,500 or above shall be increased by \$1.00 annually, effective January 1 of each year.

Special membership categories Notwithstanding the above, by action of the Local Union the minimum dues may be reduced for retired members, organizing committee members, and associate members. The Local Union may establish minimum dues for members with annual earnings which are less than \$5,500.

Upon request, these requirements may be waived by the International President, as provided in subsection 6(d) below.

Maximum dues cap **(b).** A Local Union's dues system shall not contain a maximum limitation on the dues amount per member otherwise applicable under the Local Union's dues formula. Upon request, this requirement may be waived by the International President, as provided in subsection 6(d) below provided that any maximum limitation permitted by the International President is indexed for inflation.

Dues increases **(c).** Local Unions in which the Constitution and Bylaws provide for a dues system other than a flat rate system (e.g., a scale, hourly or percentage formula system) shall maintain the formula necessary to generate a dues minimum equal to the flat rates specified in this section.

Percentage dues system Every Local Union shall strive to have a membership dues system based on a percentage of monthly gross earnings.

The percentage rate minimum required in converting to a percentage dues system shall be the rate that provides the Local Union with revenue equal to what it otherwise would have received under its prior dues system as of that date. The calculation of revenue otherwise receivable under the prior dues system shall be based on the Local Union's average monthly membership for the six month period ending one month prior to the date of conversion.

Application and interpretation Questions concerning the application or interpretation of this subsection shall be resolved by decision of the International Secretary-Treasurer, subject to appeal to the Executive Board.

Dues waivers **(d).** The International President, with ratification by the International Executive Board, may waive the requirements of this section for such period as he or she deems advisable upon a showing of good cause as set forth below so long as such waiver does not impair the ability of the Local Union to properly represent its members.

Alternative dues structure A full waiver will be granted to any Local Union which has established, in accordance with its Constitution and Bylaws, an

alternative dues structure and/or dues increases which satisfy the goals of this Section.

Full or partial waivers of any of the requirements of this section may be granted taking into consideration the resources of the Local Union, the Local Union's dues rate, whether the Local Union has recently implemented a dues increase, the percentage of workers represented by the Local Union covered by a union security clause and the wage rate of the Local Union's members. A waiver also may be granted to Local Unions in right to work states that are engaged in active and strategic organizing efforts in accordance with approved industry division plans.

*Waiver
considerations*

(e). Nothing in this Section shall apply to Local Unions based in Canada.

Canada

Section 7(a). The minimum dues of all members of any Canadian Local Union shall be \$10.00 per month except that by action of a Local Union they may be reduced to not less than \$2.50 per month for retired members and organizing committee members and \$2.00 per month for associate members.

*Canadian local
unions*

For Canadian Local Unions employing a percentage dues system, the minimum dues of all members of any Local Union shall be 1 percent of gross monthly salary per month or \$10.00 per month, whichever is greater, except that by action of a Local Union they may be reduced for retired members, organizing committee members and associate members.

*Minimum
dues*

The International President, with the approval of the International Executive Board, may waive these requirements for such period as he or she deems advisable as long as such waiver does not, in his or her judgment, impair the ability of the Local Union to properly represent its members.

Waiver

(b). All dues in Canadian Local Unions may be increased by an amount to be set by the International Executive Board based on the recommendation of the Canadian Council.

Minimum dues

Section 8. In order to be considered in good standing and to be eligible to participate in all of the gratuities and benefits of the Local Union and the International Union, members must pay on time the full dues and other payments prescribed by the Constitution of the Local Union.

*Dues payments,
good standing*

Section 9. When a member is laid-off from employment or is absent from work due to employer lockout or union-authorized strike for more than 20 days in any calendar month, such member may be entitled, if so provided in the Local Union's Constitution and Bylaws, to credit for membership dues for the period of unemployment but not to exceed six months in any calendar year.

Dues credits

Section 10. Each member shall be entitled to receive a proper receipt or acknowledgement for any payment of dues.

Dues receipts

*Withdrawal
cards*

Section 11. Any Local Union may order that withdrawal cards be taken out by members working outside the trade or jurisdiction of the Local Union.

*Notification
of collective
bargaining
agreements*

Section 12. The International Union shall be notified in writing when any collective bargaining negotiations or memoranda of understanding have been concluded and be advised of the number of employees covered and the expiration date of the contract. For the purpose of maintaining a file, and for informational uses, copies of collective bargaining agreements and contracts entered into by a Local Union shall, after signing, be sent to the Research Department of the International Union. Such notification to or filing with the International Union shall not operate to impose any liability on the International Union or its officers or to make them parties to any such collective agreement or memorandum of understanding.

*No notification
liability*

*Permission
to conduct
fundraising*

Section 13. No Local Union or affiliated body or any subdivision thereof, or member or group of members, including Councils, Conferences, leagues, clubs or any association composed of members of this International Union, or subdivision thereof, shall in any manner, directly or indirectly, use, exploit, or trade upon the name of this International Union, or Local Union or affiliated body or any similar name or designation, nor in the name of this International Union or Local Union, or affiliated body, levy or collect any tax, dues, or other moneys, nor in the name of this International Union or Local Union, or affiliated body, conduct any affair or other activity for the purpose of raising funds, including programs or soliciting advertisements in any publication, either directly or indirectly, without first obtaining written permission from the International President.

*International's
authority to
audit*

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

*Authority to
prescribe rules*

The International President shall have authority to formulate such rules and regulations as he or she deems necessary and proper to carry out the purpose of this Section.

*Special
committees*

Section 14. The Executive Board of each Local Union shall appoint such committees as it deems necessary to carry out the organizing, political action, social and economic justice and retiree programs and policies of this International Union. Where a committee(s) is not appointed for a specific purpose, the Local Union Executive Board shall serve in that capacity.

PACs

Section 15. 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 his or her discretion waive this provision

or establish such conditions as the International President may deem necessary.

Section 16(a). Every Local Union shall continue to implement an annual local union organizing budget equivalent to 20 percent of the local's budget (after payment of all per capita tax obligations), to be spent consistent with the principles and plan of the applicable industry division of the International Union. Each industry division shall submit its principles and plan for approval by the International Executive Board on an annual basis.

*New Strength
Unity
standard*

(b). Every Local Union shall establish a separate account or accounting for the money that comprises its annual organizing budget.

*Separate
accounting*

(c). In the event that the applicable industry division of the International Union believes that a Local Union has failed, without good cause, to implement this 20 percent organizing budget commitment or to spend the Local Union's organizing budget consistent with the union wide strategic unity plan and/or division plan, it may refer the matter to the International Secretary-Treasurer for a review of the Local Union's organizing account and expenditures. If view reveals that the Local Union is not implementing its organizing budget as obligated under this provision, the Secretary-Treasurer may direct that only certain planned expenditures may continue to be made by the Local Union from its organizing account until the division and Local Union mutually agree upon a broader resolution of the matter pursuant to an expedited procedure established by the International Secretary-Treasurer.

*Review of
organizing
account*

(d). If no agreement is reached, the applicable division may refer the matter to the International President who may designate the matter for hearing before a hearing officer appointed by the International Executive Board. Based on the hearing officer's report, the International Executive Board may order the Local Union to pay all or a portion of the organizing account and the local union's next annual organizing budget to an organizing campaign(s) identified in the national plan for that particular division.

Hearing

Section 17. Industry Divisions of the International Union may establish additional Local Union performance and accountability standards to ensure that local unions implement the democratically and lawfully established policies of the Industry Divisions, subject to their approval by the International Executive Board.

*Performance
standards*

Section 18(a). Every U.S. Local Union shall contribute an annual amount equivalent to at least \$6.00 per member per year, or as determined annually by the International Executive Board, to support the overall SEIU political education and action program. This annual SEIU C.O.P.E. fund-raising obligation may be satisfied by voluntary member contributions to SEIU C.O.P.E. or a designated organization approved by the International President or a combination thereof. All contributions to SEIU C.O.P.E. collected by local unions shall be sent to SEIU C.O.P.E. Any contributions in excess of \$6.00 per member per year or such other amount as determined by the International Executive Board shall be

C.O.P.E.

returned to the local union for its political program. If a Local Union fails to meet its annual SEIU C.O.P.E. fund-raising obligation, it shall contribute an amount in local union funds equal to the deficiency plus 50 percent, or such other amount determined by the International Executive Board, to support the overall SEIU political education and action program.

*Enrollment
goal*

(b). A goal of every Local Union shall be to enroll and maintain at least 20 percent of its members as voluntary participants in an employer check-off or regular deduction program assigned to SEIU C.O.P.E. or to an organization approved by the International President.

Article XVI MEMBERS' INTERESTS AND TRANSFERS

*Members'
interests
safeguarded*

Section 1. No member of this International Union shall injure the interests of another member by undermining such member in connection with wages or financial status or by any other act, direct or indirect, which would wrongfully jeopardize a member's office or standing.

*Transfers from
local union to
local union*

Section 2. Any member may transfer from one Local Union to another within this International Union, subject to the approval of the Local Union into which such member seeks admission, provided there shall be no interruption of continuous payment of monthly dues if continuous good standing is to be maintained or upon presentation of a current withdrawal card.

Article XVII TRIALS AND APPEALS

Preamble

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

*Possible
charges*

Section 1. Local Unions, their officers or members, and officers of any affiliated body, and officers of the International Union, as the case may be, may be charged with:

(Whenever used in this Article, the term "Local Union" shall include any affiliated body or Local Union chartered by this International Union.)

- (1) Violation of any specific provision of this Constitution or of the Constitution and Bylaws of the Local 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 and 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, including but not

limited to aiding a rival labor organization, or secession in violation of Article XXV;

(8) Violation of democratically and lawfully established rules, regulations, policies or practices of the International Union or of the Local Union, including democratically and lawfully established rules, regulations, policies and practices of the International Union's Industry Divisions, subject to their approval by the International Executive Board.

(9) The wrongful taking or retaining of any money, books, papers or any other property belonging to the International Union or 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 strikebreaker or violating wage or work standards established by the International Union or a Local Union; and

(11) The bringing of false charges against a member or officer without good faith or with malicious intent.

Charges must be specific and in writing.

Section 2(a). Charges against any member or officer of a Local Union shall be filed in duplicate with the Secretary of the Local Union, who shall serve a copy thereof on the accused either personally or by registered or certified mail, directed to the last known address of the accused, at least 10 days before the hearing upon the charges. The charges must specify the events or acts which the charging party believes constitute a basis for charges and must state which subsection(s) of Section 1 of this Article the charging party believes has been violated. If the charges are not specific, the trial body may dismiss the charges either before or at the hearing, but the charging party shall have the right to refile 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.

Filing charges

*Specificity
requirement*

*Six month
deadline*

(b). The Executive Board of the Local Union shall act as or appoint the trial body, unless the Constitution and Bylaws of the Local Union provide for another trial procedure. The accused may appear in person and with witnesses to answer the charges against him or her and shall be afforded a full and fair hearing. The accused may select a member of his or her Local Union, or an attorney if the Constitution and Bylaws of the Local Union so permit, to represent the accused in the presentation of a defense.

Trial procedure

(c). If the charges, or any portion thereof, are sustained, then the trial body shall render judgment and impose disciplinary action as provided for in this Constitution. 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.

*Judgment and
discipline*

(d). If the Constitution and Bylaws of the Local Union so provides, the decision of the trial body shall be reported to the next regular

*Reporting trial
results*

membership meeting of the Local Union for such action as is provided for in the Constitution and Bylaws of the Local Union.

Suspension

(e). If the International President believes that charges filed against an officer of a Local Union involve a situation which may seriously jeopardize the interests of the Local Union or the International Union, the International President may suspend such officer from office in the Local Union until a decision has been reached.

Basis for original jurisdiction

(f). The International President may assume original jurisdiction:

i. If the Local Union, the Local Union Executive Board, a Local Union officer or a Local Union member, or members, believe that the charges filed against a member or officer of a Local Union involve a situation which may seriously jeopardize the interests of the Local Union or the International Union or that the hearing procedure of the Local Union will not completely protect the interests of a member, officer or Local Union and such party requests that the International President assume original jurisdiction.

Procedures for original jurisdiction

ii. If the International President as a result of an investigation believes that the charges filed against a member or officer involve a situation which may seriously jeopardize the interests of the Local Union or the International Union.

Upon the International President assuming original jurisdiction, the International President may remove the proceedings from the trial body of the Local Union and, upon at least 10 days notice, hold a hearing on the charges either personally or before a hearing officer or officers (who need not be a member or members of this organization) designated by the International President. The International President shall make the decision upon the record taken at the hearing and the report of the hearing officer or officers.

Notice of charges

Section 3. Charges against a Local Union or an officer of the International Union shall be filed in duplicate with the International Secretary-Treasurer, who shall serve a copy thereof upon the accused either personally or by registered or certified mail, directed to the last known address of the accused, at least 10 days before the hearing upon the charges. The International Executive Board may hold a hearing on the charges either itself or before a hearing officer or officers designated by it or it may determine to dismiss the charges without the need for a hearing to be conducted. If the hearing is conducted by a hearing officer or officers, the International Executive Board shall make its decision upon the record taken at the hearing and the report of the hearing officer or officers.

Executive Board hearings

Conduct of hearings or trials

Section 4. In all hearings or trials provided for herein, if the member filing charges is a member of the trial body, he or she may appear and be heard in support of the charges, but shall be ineligible to participate in the consideration of or the decision on such charges. If the accused is unable or unwilling to be present at any hearing provided for herein, a defense may be presented in writing. In default of appearance or defense,

the trial body shall proceed with the hearing regardless of the absence of the accused.

Section 5. The trial body, after requisite due process has been afforded, may impose such penalty as it deems appropriate and as the case requires.

Possibility of sanctions

Section 6. An appeal to the International Executive Board may be taken by either the accused or the member filing the charges from any decision of a Local Union with respect to such charges, provided such decision is a final decision under the terms of the Constitution and Bylaws of the Local Union; or from a decision of the International President. Any such appeal shall be filed in writing with the International Secretary-Treasurer, by registered or certified mail, within 15 days after the decision. No specific form or formality shall be required, except that such appeal shall clearly set forth the decision being appealed and the grounds for the appeal. During the pendency of any appeal, the decision appealed from shall remain in full force, unless it is stayed by the International Executive Board. The International Executive Board may decide the appeal on the record made by the trial body or may in its discretion, upon at least 10 days notice, hear argument or hold a rehearing either itself or before a hearing officer or officers designated by it. The International Executive Board may affirm, reverse or modify the decision appealed from.

Hearings or trial appeals

Manner of filing appeals

Determination of appeals

Section 7. Appeals from any decision of the International Executive Board with respect to charges may be taken to the next Convention. Any such appeal shall be filed in the same manner and within the same time as appeals to the International Executive Board. During the pendency of such appeal, the decision appealed from shall remain in full force. The appellant shall have the right to appear before an appeals committee of the Convention and, if the appellant is a Local Union or a member appealing an expulsion from membership, shall have the right to appear before the Convention itself under such conditions and for the period of time fixed by the Convention. An individual appellant, other than one appealing an expulsion from membership, shall have the right to appear before the Convention itself only with the consent of the Convention. The action of the Convention on all appeals shall be final and binding.

Appeals to Convention

Section 8. Subject to the provisions of applicable statutes, every Local Union or member or officer thereof or officer of the International Union against whom charges have been preferred and disciplinary action taken as a result thereof or who claims to be aggrieved as a result of adverse rulings or decisions rendered, agrees, as a condition of membership or affiliation and the continuation of membership or affiliation, to exhaust all remedies provided for in the Constitution and Bylaws of the International Union and the Local Union and further agrees not to file or prosecute any action in any court, tribunal or other agency until those remedies have been exhausted.

Obligation to exhaust remedies

Section 9. The SEIU Member Bill of Rights and Responsibilities in the Union shall be enforced exclusively through the procedures provided

Member Bill of Rights and Responsibilities

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 XVIII **AFFILIATIONS WITH INTERMEDIATE BODIES**

*Obligation to
affiliate*

Section 1. Local Unions shall affiliate with local, regional, national or international bodies, where such exist, under rules to be established by the International Executive Board. The International President may in his or her discretion waive this requirement for individual Locals for good cause.

*Establishment
of intermediate
bodies*

Section 2. The International Executive Board shall from time to time establish intermediate bodies including, but not limited to, State and Provincial Councils, and Canadian Regional Conferences as well as other bodies, when in its judgment such bodies are necessary to further the aims of the International Union and the interests of Local Unions. The International Executive Board shall establish the jurisdiction of such bodies, and shall issue rules prescribing the activities and financing of such bodies. For administrative purposes of collection and distribution, the International Executive Board may require Local Unions to forward to the International Union per capita tax payments or other financial obligations owed by the Local Union to affiliated bodies or entities. Upon receipt, the International Union shall forward such payments to the applicable affiliated body or entity.

*Local affiliation
and per capita
requirements*

Section 3. All Local Unions determined by the International Union to be within the jurisdiction of any intermediate body shall affiliate with such bodies and comply with their bylaws, including provisions in such bylaws requiring the payment of per capita taxes to the intermediate body, together with interest on late payment if so authorized by the intermediate body. The International Executive Board may in its discretion modify these requirements. Any proposal to set or change an intermediate body's per capita tax obligation or assessment shall be submitted to the International President for his/ her approval prior to its submission for approval by the intermediate body. In the case of State Councils, a Local Union shall affiliate with each State Council having jurisdiction over the primary worksite(s) of its members, and shall pay each such State Council per capita tax on those members whose primary work site is within that State Council's jurisdiction.

*Conformance
to International
Constitution*

Section 4. The bylaws of such intermediate bodies shall not conflict with the Constitution and Bylaws of the International Union. Such bylaws shall provide that the number of votes a Local has in such bodies shall be proportionate to its numerical strength as determined by the payment of per capita tax, excluding associate members, life members and agency fee payers, to the intermediate body. This requirement may be waived by the International President, subject to his/her approval of an alternative voting procedure. Such bylaws and any amendments must be submitted to and approved by the International President before

becoming valid. Notwithstanding such approval, each intermediate body shall resubmit its bylaws to the International President for consideration and approval within 120 days following the conclusion of each regular International Convention.

Section 5. The bylaws of the Regional Conferences and Joint and State Councils shall provide that all officers of a Local Union elected in conformity with all applicable statutes shall by virtue of such election be considered to be eligible delegates to any Convention of such body which may take place during their term of office. If under the rules of the particular intermediate body a Local Union is entitled to additional delegates at said Convention, then arrangements may be made at the option of the Local Union Executive Board for nomination and secret ballot election, if required, of an additional number of Convention delegates. The Local Union must designate in its own bylaws the order in which the officers would be designated as delegates if fewer than all the officers are entitled to go to the Convention as delegates, provided that the chief executive officer of the Local Union shall, if otherwise eligible, be deemed entitled even in the event the Local Union fails to so designate. Any Local Union may by provision in its Local Constitution and Bylaws dispense with the foregoing provision that officers of the Local Union be ex officio delegates to the Convention of such intermediate bodies and may provide for nomination and, if required, secret ballot election of such delegates.

*Eligibility of
local officers as
delegates*

*Additional
delegates*

Section 6. No officer of an intermediate body may receive compensation of any kind from the intermediate body, except for a minimal stipend or expenses as appropriate. This limitation shall not apply to intermediate bodies in Canada.

*Restrictions on
compensation*

Article XIX PAYMENTS IN CONNECTION WITH DEATHS OF MEMBERS

For members of any Local Union who were in good standing in connection with this Article XIX on September 1, 1984, the Service Employees International Union Death Gratuity Program, as amended effective September 1, 1984, shall be maintained in effect for those members who meet the eligibility and participation requirements set forth in such amended Program. When the International Executive Board in its discretion determines that it is necessary or advisable to abolish, curtail or limit any payments provided for in the Program or to amend or modify any provisions governing such payments, it shall have authority to do so. The International Union shall notify each Local Union 60 days before the effective date of any changes in the provisions of the Program.

*Death
gratuities*

Article XX
PENSION FUND FOR OFFICERS AND
EMPLOYEES OF LOCAL UNIONS AND AFFILIATED BODIES

*Maintenance of
pension fund*

Section 1. The Pension Fund known as the “SEIU Affiliates’ Officers and Employees Pension Fund,” heretofore established pursuant to mandate of this Constitution and existing by virtue of a Trust Agreement entered into between the International Executive Board and the Trustees shall continue to be maintained in accordance with the terms of said Trust Agreement. The SEIU Affiliates’ Officers and Employees Pension Fund shall be divided into two distinct sections, the United States Section and the Canadian Section.

*Pension
sponsor*

Section 2. The International Union shall be the “Plan Sponsor” as that term is defined in the Employee Retirement Income Security Act of 1974.

*Executive
Board authority
Pension
trustees*

Section 3. The International Executive Board shall have the power to:

(a). Designate the number and appoint all of the individual Trustees of the Pension Fund; and to remove any such Trustee and to fill any vacancy as may exist from time to time; provided, however, that at least two Trustees shall be officers or employees of Local Unions and at least two Trustees shall be members of the International Executive Board; and provided further that there shall be no less than the number of Canadian Trustees required by Canadian law.

*Agreements,
amendments*

(b). On behalf of the International Union, enter into agreements with the Trustees to amend the Trust Agreement in such manner as it may deem necessary or desirable.

Waiver

(c). Upon recommendation of the Trustees of the Pension Fund, waive participation in, or payments in whole or in part to, the Pension Fund by any Local Union, or affiliated body, upon a finding that contributions are not advisable or are not necessary or required, and upon such terms as the International Executive Board may require, including directing that participating Local Unions remit the amount waived directly to the International for such purposes as the Board deems appropriate and

*Waivers upon
merger or
affiliation*

(d). Waive, in whole or in part, or increase the payments required by Section 8 of this Article XX, upon the merger or affiliation of any labor organization or Local Union with the International Union or any of its Local Unions, upon a finding that such action is necessary or required.

*Pension
fiduciaries*

Section 4. The Trustees of the Pension Fund shall be the “Named Fiduciaries” as that term is defined in the Employee Retirement Income Security Act of 1974.

*Pension
participation
requirements*

Section 5. The Trustees shall be and the same are hereby empowered to adopt a Pension Plan or Plans and Rules and Regulations for the administration thereof which they deem appropriate, provided, however, that such Plan or Plans and Rules and Regulations shall, to the extent permitted by applicable law, provide that:

(a). Only officers, full-time permanent employees who have gross compensation at an annual rate of \$4,000 and part-time and temporary employees who work more than six months in any 12-month period and who have gross annual compensation of \$4,000 or more in that period shall be eligible for coverage. Gross compensation shall include only the regular salary paid by a Local Union, or affiliated body, or if accepted for participation by the Trustees, any organization related to a Local Union or affiliated body which furthers the purposes of or benefits the membership of such Local Union or affiliated body. Gross compensation shall be defined so as to preclude the award of credits for what the Trustees may consider special or unusual compensation (as, for example, payment for attending meetings or participating in picket duty), including but not limited to part or all of any compensation as may be received from a second or additional employer. In the event that applicable law requires employee participation and/or the granting of pension credits for employment which would otherwise be precluded by the foregoing, then, in such event, the Trustees shall endeavor to limit such participation and granting of service credit in accordance with the foregoing to the extent permitted by law.

Coverage

The Trustees shall be empowered to adjust the \$4,000 and/or the six-month contribution requirements, should the Trustees determine that said change(s) would be actuarially sound.

*Adjusting
contribution
requirements*

(b). Employees of related organizations may be eligible for participation in the Pension Fund subject to such Rules and Regulations as the Board of Trustees may adopt.

*Employees of
related
organizations*

Section 6. The Board of Trustees shall have the following powers, in addition to those which may be granted to them by the Trust Agreement:

*Authority of
pension
trustees*

(a). To employ the services of any actuary, legal counsel and other professional advisers as they deem necessary to assist them with the formulation of the Pension Plan or Plans, the determination and monitoring of the contribution rate to support the Plan on a sound actuarial basis and maintenance of the Pension Fund, and to pay for such services from the Pension Fund.

*Employees of
advisers*

(b). To require the Secretary-Treasurer of any Local Union or affiliated body to furnish to them such records as they may deem necessary for the proper administration of the Pension Fund.

*Access to
records*

(c). To make all necessary amendments to the Pension Plan or Plans as may be required to render the Pension Trust Fund qualified and tax exempt under applicable provisions of the Internal Revenue Code and the Income Tax Act (Canada) or which may be deemed by them to be necessary to conform the Pension Plan or Plans and Trust Fund to all other applicable laws.

*Employment
pension plan(s)*

(d). To provide exceptions from coverage in the case of officers or employees who are entitled to be covered under an employee pension benefit plan maintained by a public employer or public utility, under

*Exceptions
from coverage*

such uniform and nondiscriminatory rules as the Board of Trustees may establish, for the purpose of preventing duplication of pension coverage or benefits for such persons, if such exceptions do not conflict with applicable law or adversely affect the tax exempt status of the Pension Plan or Trust.

*Increasing
payments*

(e). To increase or decrease the payments required by Section 8 of Article XX as permitted by law.

*General
authority*

(f). To take all such steps as they deem necessary to effectuate the purposes of this Article XX and to protect the rights and interests of the participants of the Pension Fund.

*Safeguarding
of assets*

Section 7. The Trustees shall keep all assets of the Pension Fund separate and distinct from all other revenue and income received by the International Union; shall transfer said Pension Fund assets to Corporate Trustee(s) or Corporate Custodian(s) which they may appoint; may remove any such Corporate Trustee(s) or Corporate Custodian(s) and appoint a successor; and may pay the fees of such Corporate Trustee(s) or Corporate Custodian(s) from the Pension Fund.

*Pension
contributions*

Section 8(a). Subject to any changes and amendments made by the International Executive Board or the Trustees pursuant to their authority set forth herein, each Local Union and affiliated body within the United States shall pay to the Pension Fund an amount equal to 14 percent of the gross monthly compensation of each eligible officer and employee, and each Local Union and affiliated body within Canada shall pay to the Pension Fund an amount equal to 14 percent of the gross monthly compensation of each eligible officer and employee.

*Time of
contribution to
pension fund*

(b). The contribution provided for above shall be paid to the Pension Fund before the end of the month following the month in which the eligible officer or employee receives any compensation on which a pension contribution is payable. Contributions shall commence from the first date of employment of the eligible officer or employee.

*Sanctions for
nonpayment*

(c). If a Local Union or affiliated body required to contribute to the Pension Fund fails to make payments required herein, the provision of Article XIII, Section 3 of this Constitution and Bylaws shall be applicable.

*Limitation of
liability*

Section 9. The International Union shall indemnify all Trustees, the Fund Coordinator and Fund office employees from and against any liability which they may incur while acting in their official capacities, except for liability resulting from their gross negligence, willful misconduct, fraud or criminal act, including the cost of all legal expenses incurred in connection with the defense against any such charge.

**Article XXI
LOCAL ENFORCEMENT OF
INTERNATIONAL CONSTITUTION**

Any Local Union or affiliated body willfully neglecting to enforce the provisions of this Constitution and Bylaws shall be subject to suspension or revocation of its charter or such other sanctions as may be determined by the International President.

*Obligation
to enforce
Constitution*

**Article XXII
NONLIABILITY OF
INTERNATIONAL UNION**

Except as is otherwise specifically provided in this Constitution, no Local Union, or affiliated body, nor any officer, employee, organizer or representative of a Local Union or affiliated body or of this International Union shall be authorized to make contracts or incur liabilities for or in the name of the International Union unless authorized in writing by the International President and the International Secretary-Treasurer, or the International Executive Board.

*Lack of
authorization
to obligate
International*

**Article XXIII
LITIGATION**

A. Subject to applicable law, no member, Local Union or affiliated body shall bring any action against the International Union or any other Local Union or affiliated body or any officers thereof, with respect to any matter arising out of the affairs of the International Union or its Local Unions or affiliated bodies unless he or she has exhausted all procedures available under this Constitution and the laws promulgated thereunder. Any member, or Local Union or affiliated body, filing suit in violation of this provision may, in addition to other penalties, be ordered to reimburse the organization or officers sued for the costs and attorneys' fees expended, or a portion thereof.

*Obligation
to exhaust
procedural
remedies*

B. The International Union is authorized upon affirmative vote of the International Executive Board to pay all expenses for investigation services, employment of counsel and other necessary expenditures in any cause, matter, case or cases where an International Union officer, representative, employee, agent or one alleged to have acted on behalf of the International Union is charged with any violation or violations of any law or is sued in any civil actions with respect to any matter arising out of his or her official duties on behalf of the International Union, except if such officer, representative, employee or agent is charged with a breach of trust to the International Union, or any affiliate or member thereof, in which event he or she may be indemnified only if the action is terminated favorably to him or her.

*Authority to
defend*

C. Neither the International Union nor any of its officers shall be responsible or liable for the wrongful or unlawful acts of any Local Union or affiliated body or officers, members, or agents thereof, except where

*Limitation of
liability*

the International Union or its officers have actually participated in or actually authorized such acts, or have ratified such acts after actual knowledge thereof.

*Service of
process*

D. Only the elected officers of the International Union are authorized to be its agents for service of process. General organizers, staff members and employees of the International Union and the officers and employees of subordinate bodies are not authorized to be agents of the International Union for service of process under any circumstances.

Article XXIV AMENDMENTS

*Amendment
procedure*

This Constitution and Bylaws may be amended by action of any regular Convention of the International Union or Special Convention called for that purpose. Amendments may be proposed at such Convention in the same manner as is provided herein for the submission of Convention resolutions. A majority of the Convention votes cast on such amendment shall be necessary for adoption. Except as otherwise provided, all amendments shall be effective immediately upon adoption by the Convention.

Article XXV DISSOLUTION

*Dissolution
procedure*

Section 1. This International Union cannot dissolve while there are seven dissenting Locals. No Local Union, provisional local or organizing committee can dissolve, secede or disaffiliate while there are seven dissenting members; no other affiliated bodies can dissolve, secede or disaffiliate while there are two dissenting Local Unions. 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 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 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.

*Membership
vote and dissent*

*Reversion of
property, funds*

*No officer
support*

Section 2. Except as may be expressly permitted under an affiliation agreement or approved by the International Union, no officer of a local union or affiliated body shall support or assist any efforts to dissolve, secede or disaffiliate from the International Union. Except for these two limited circumstances, the International President or International

Executive Board may take any and all action provided under this Constitution to safeguard the members' and union's interests in the event of an attempt at a Local Union or affiliated body to dissolve, secede or disaffiliate, including but not limited to action under Article VIII, Section 7.

Article XXVI SAVINGS PROVISION

If any provision of this Constitution shall be modified or declared invalid or inoperative by any competent authority of the executive, judicial or administrative branch of a state, provincial or federal government, including, but not limited to, any provision concerning dues or per capita tax, the Executive Board shall have the authority to suspend the operation of such provision during the period of its invalidity or modification and to substitute in its place and stead a provision which will meet the objections to its validity and which will be in accord with the intent and purposes of the invalid or modified provision. In the case of a challenge to a dues or per capita tax provision, this authority shall also apply in the event the Executive Board determines that such actions are necessary at an earlier stage of judicial or administrative proceedings in order to ensure the effective implementation of the intent of the Constitutional provision at issue. If any Article or Section of this Constitution should be modified or held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this Constitution or the application of such Article or Section to persons or circumstances, other than those as to which it has been held invalid or modified, shall not be affected thereby.

*Savings
provision*

APPENDIX A: SEIU MEMBER BILL OF RIGHTS AND RESPONSIBILITIES IN THE UNION

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

APPENDIX B: SEIU MEMBER BILL OF RIGHTS AND RESPONSIBILITIES ON THE JOB

- Rights*
- 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 longterm 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.
- Responsibilities*
- The responsibility to participate in the union's efforts to establish and uphold collective principles and values for effective workplace participation.
 - The responsibility to recognize and respect the interests of all union members when making decisions about union goals.
 - The responsibility to be informed about the industry in which one works and about the forces that will affect the condition of workers in the industry.
 - The responsibility to participate fully in the union's efforts to expand the voice of workers on the job.
 - The responsibility to give fully and fairly of one's talents and efforts on the job and to recognize the legitimate goals of one's employer.

APPENDIX C: 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

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.

*Duty to
members*

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.

Accountability

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

*Member
protections,
responsibilities*

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.

*Other sources
of authority*

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.

*Applicability,
International
Union*

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.

*Applicability,
Affiliates*

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."

- Affiliate responsibilities*
- (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.

- Covered individuals, obligations*
- Duties regarding Code*
- (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. *Duty of Disclosure*
 - (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. *Disqualification*

PART C: BUSINESS AND FINANCIAL ACTIVITIES*Protection of
member funds***Section 4. General Duty to Protect Members' Funds; Members' Right to Examine Records.***Fiduciary duty**Examination
of 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.

*Prohibited
interests and
transactions*

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.

Definition

(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:

Employers

(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 *Vendors*
- (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. *Self-dealing*
- (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. *Disclosure*

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

- Payments and gifts*
- (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. *Prohibition*
- (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. *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. *Payment for services*
- (3) This Section does not extend to participation in events hosted by public officials involving discussion of public policy matters. *Public policy events*
- (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. *Perishable items*

Gifts from members

- (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.

Conversion prohibited

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.

Third parties

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.

Loans

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.

Benefit funds

(a) Benefit Funds.

(1) For purposes of this Section:

Definitions

- 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.

Fund fiduciaries, prohibitions

(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:

Interests and personal ties

- 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;

Payment

- 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

Compensation

- 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.

Exclusion, less than full-time

(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.

Disclosure

(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.

Disqualification

(b) Related Organizations.

*Related organizations
Definition*

(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.

Applicability of Ethics Code

PART E: FAMILY AND PERSONAL RELATIONSHIPS

*Personal Relationships
Purpose of rules*

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.

Definitions

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.”

Prohibited conduct

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

Application process

- (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.

Hiring decisions

- (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.

Supervisory relationship prohibited

- (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.

Involvement in work-related decisions

- (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. *Disclosure*

PART F: ENFORCEMENT

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. *Ethics Officer*

Review and advice

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. *Ethics Ombudsperson*

Annual report

Periodic reviews

<i>Ethics Liaison</i>	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.
<i>Eligibility</i>	(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.
<i>Rotation</i>	(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.
<i>Training</i>	(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.
<i>Complaints</i>	Section 17. Complaints.
<i>Process for submission</i>	(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.
<i>Enforcement under Constitution</i>	
<i>Contact information</i>	(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.
<i>Handling of complaints, International</i>	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.

*Handling of
complaints,
Affiliate*

*Notice to
Ombudsperson*

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.

*Failure to
cooperate*

Bad faith

Section 21. Original Jurisdiction.

*Original
Jurisdiction
Request by
affiliate*

- (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.

*Assumption of
jurisdiction*

*Referral to
Ethics Officer*

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.

*Review by
Ethics Officer*

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:

*Possible
recommendations*

- (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.

No merit

(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.

Whistleblowers

PART G: PROTECTION OF WHISTLEBLOWERS

Confidentiality

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.

*Retaliation
prohibited*

- (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.

*Against
Ethics
Liaisons*

Reporting

APPENDIX D: MANUAL OF COMMON PROCEDURE

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 membership. 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?"

(Answer.)

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

MEMBERSHIP OBLIGATION:

"I, (name) _____, pledge upon my honor that I will faithfully observe the Constitution and Bylaws of this Union and of the Service Employees International Union.

"I agree to educate myself and other members in the history of the labor movement and to defend to the best of my ability the principles of trade unionism, and I will not knowingly wrong a member or see a member wronged if it is in my power to prevent it.

"As an SEIU member, I will take responsibility for helping to achieve

the Union's vision for 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."

PRESIDENT: "You are now members of the Service Employees International Union."

OFFICERS' INSTALLATION OBLIGATION

"I, (name) _____, accept my responsibility as an elected officer of the Service Employees International Union and I pledge that I will faithfully observe SEIU's Constitution and Bylaws. I will work tirelessly to unite working people to achieve our members' vision for a just society. I have carefully read and signed the Officers' Installation Obligation, and I hereby commit to abide by it."

Officers' Installation Obligation:

I accept my responsibility as an elected officer of the Service Employees International Union and I pledge that I will faithfully observe the Constitution and Bylaws of the Service Employees International Union.

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.

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.

I will work to dismantle structural anti-Black racism as part of my

leadership commitments, which is necessary for building a fair and just economy for our members, their families and communities and for all working people. We can only achieve economic justice for working people when we achieve racial equality and justice for all.

I commit to the highest level of ethical behavior in exercising leadership decisions on our members' behalf.

I hereby certify that I have read and signed the Officers' Installation Obligation and I hereby commit to abide by it.

Signature of Officer: _____

DEBATE

The following rules shall be used to govern debate unless the Local Union has adopted its own rules or regulations:

Rule 1. The regular order of business may be suspended by a vote of the meeting at any time to dispose of urgent business.

Rule 2. All motions (if required by the chair) or resignations must be submitted in writing.

Rule 3. Any conversation, by whispering or otherwise, or any other activity which is calculated to disturb or may have the effect of disturbing a member while speaking or disturb the conduct of the meeting or hinder the transaction of business shall be deemed a violation of order.

Rule 4. Sectarian discussion shall not be permitted in the meetings.

Rule 5. A motion to be entertained by the presiding officer must be seconded, and the mover as well as seconder must rise and be recognized by the chair.

Rule 6. Any member having made a motion can withdraw it with consent of the seconder, but a motion once debated cannot be withdrawn except by a majority vote.

Rule 7. A motion to amend an amendment shall be in order, but no motion to amend an amendment to an amendment shall be permitted.

Rule 8. A motion shall not be subject to debate until it has been stated by the chair.

Rule 9. A member wishing to speak shall rise and respectfully address the chair, and if recognized by the chair, he or she shall be entitled to proceed.

Rule 10. If two or more members rise to speak, the chair shall decide which is entitled to the floor.

Rule 11. Any member speaking shall be confined to the question under debate and avoid all personal, indecorous or sarcastic language.

Rule 12. Attending meetings under the influence of liquor or any

controlled substance not lawfully prescribed is basis for removal.

Rule 13. No member shall interrupt another while speaking, except to a point of order, and the member shall definitely state the point, and the chair shall decide the same without debate.

Rule 14. Any member who is called to order while speaking shall be seated until the point of order is decided, after which, if decided in order, such member may proceed.

Rule 15. Any member who feels personally aggrieved by a decision of the chair may appeal such decision to the body.

Rule 16. When an appeal is made from the decision of the chair, the Vice President shall act as chairperson; the appeal shall be stated by the chair to the meeting in these words: "Shall the decision of the chair be sustained as the decision of this Union?" The member will then have the right to state the grounds of appeal and the chair will give reasons for its decision; thereupon the members will proceed to vote on the appeal without further debate, and it shall require a majority vote to overrule the chair.

Rule 17. No member shall speak more than once on the same subject until all who wish to speak have spoken, nor more than twice without unanimous consent, nor more than five minutes at any one time without consent of a two-thirds vote of all members present.

Rule 18. The presiding officer shall not speak on any subject unless such officer retires from the chair, except on a point of order or to make an official report or give such advice and counsel as the interests of the organization warrant. In case of a tie the presiding officer shall have the deciding vote.

Rule 19. When a question is before the meeting, no motion shall be in order except:

1. To adjourn;
2. To lay the question on the table;
3. For the previous question;
4. To postpone to a given time;
5. To refer or commit;
6. To amend.

These motions shall have precedence in the above order. The first three of these motions are not debatable.

Rule 20. If a question has been amended, the question on the amendment shall be put first; if more than one amendment has been offered, the question shall be put as follows:

1. Amendment to the amendment.
2. Amendment.
3. Original proposition.

Rule 21. When a question is postponed indefinitely, it shall not come up again except by a two-thirds vote.

Rule 22. A motion to adjourn shall always be in order, except:

1. When a member has the floor;
2. When members are voting.

Rule 23. Before putting a question to vote, the presiding officer shall ask, "Are you ready for the question?" Then it shall be open for debate. If no member rises to speak or the debate is concluded, the presiding officer shall then put the question in this form: "All in favor of this motion say 'aye'"; and after the affirmative vote is expressed, "Those of the contrary opinion, say 'no'." After the vote is taken, the presiding officer shall announce the result in this manner: "It is carried [or lost] and so ordered."

Rule 24. Before the presiding officer declares the vote on a question, any member may ask for a division of the house. The chair is required to comply with this request. A standing vote shall thereupon be taken.

Rule 25. When a question has been decided it can be reconsidered only by two-thirds vote of those present.

Rule 26. A motion to reconsider must be made and seconded by two members who voted with the majority.

Rule 27. A member ordered to be seated three times by the chair without complying shall be debarred from participating in any further business at that session.

Rule 28. All questions, unless otherwise provided, shall be decided by a majority vote.

Rule 29. The presiding officer of the meeting shall enforce these rules and regulations and may direct that members be removed from the meeting for violation of these rules.

ORDER OF BUSINESS

1. Opening.
2. Roll call of officers.
3. Reading of minutes of the previous meeting.
4. Applications for membership.
5. Initiation of new members.
6. Communications and bills.
7. Reports of officers, executive board and committees.
8. Unfinished business.
9. New business.
10. Good and welfare.
11. Adjournment.

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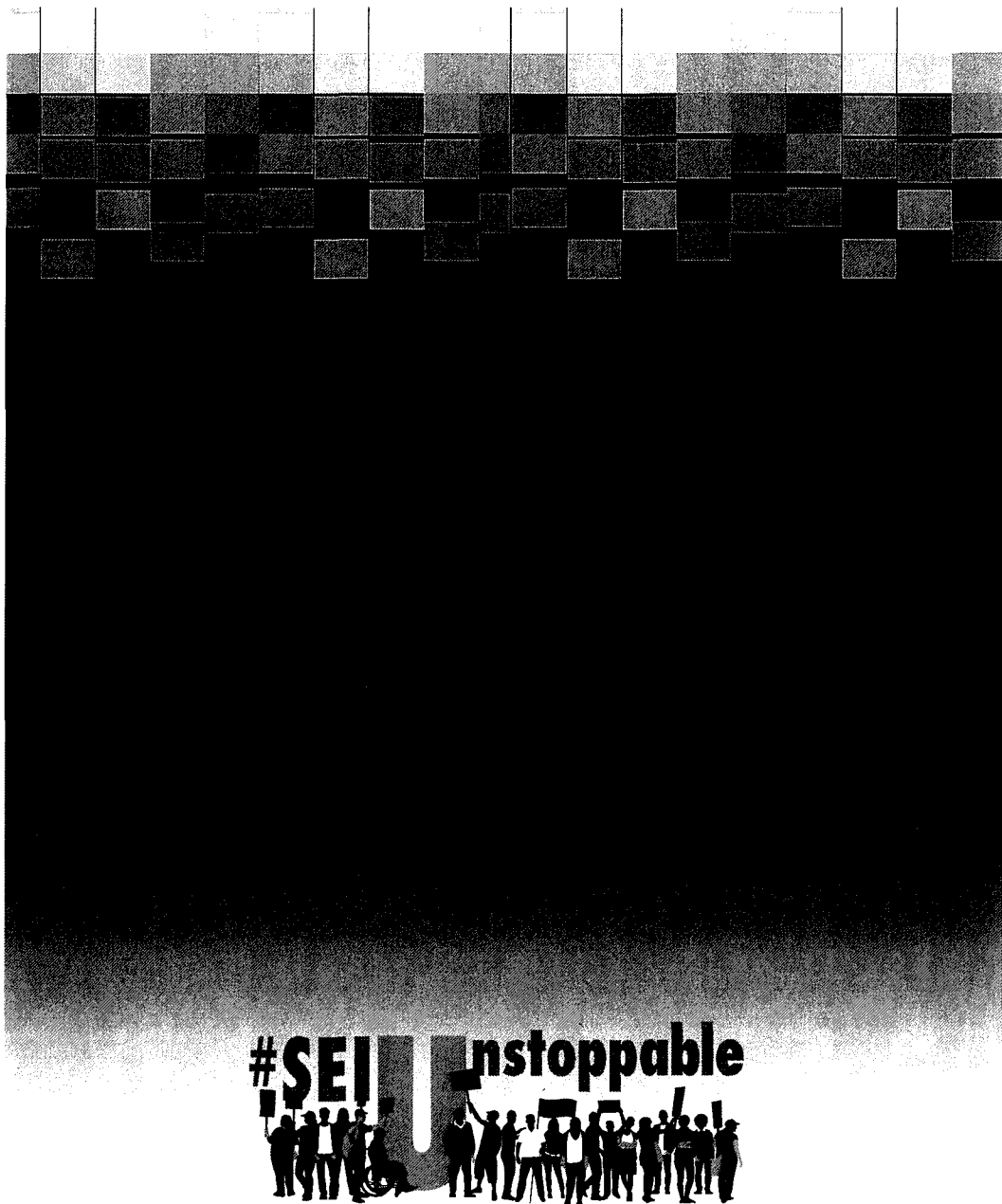
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MARY KAY HENRY
International President

LUISA BLUE
International Executive Vice President

LESLIE FRANE
International Executive Vice President

GERRY HUDSON
International Secretary-Treasurer

HEATHER CONROY
International Executive Vice President

VALARIE LONG
International Executive Vice President

NEAL BISNO
International Executive Vice President

SCOTT COURTNEY
International Executive Vice President

ROCIO SÁENZ
International Executive Vice President

Exhibit C

SIGN HERE →

Exhibit C

2

Payroll Deduction Authorization

I recognize the need for a strong union and believe everyone represented by our union should pay their fair share to support our its activities. I hereby request and authorize my employer to deduct from my earnings and to pay to SEIU HCPA an amount equal to the regular monthly dues and initiation fees uniformly applicable to members of SEIU HCPA, regardless of if I am or remain a member of the Union. This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending written notice via U.S. mail to both the employer and SEIU HCPA during the period of fifteen (15) days before the annual anniversary date of this authorization or during the period of fifteen (15) days before the date of termination of the applicable contract between the employer and SEIU HCPA, whichever occurs sooner. This authorization shall be automatically renewed as an irrevocable check-off from year to year unless I revoke it in writing during the revocation period, even if I have resigned my membership in SEIU. I recognize that my agreement for the continuation or automatic renewal of my authorization for dues check-off, even if I have resigned my membership, is voluntary and not a condition of employment. This card supersedes any prior check-off authorization card I signed.

SIGN &
DATE**Direct Pay Authorization, Public Sector**

In the event my employer ceases payroll deductions, I authorize SEIU HCPA to bill my checking or savings account, in accordance with the authorization provided below. SEIU HCPA will notify me of the transition to direct pay at the current mailing address on file with SEIU HCPA prior to initiating the first payment via checking or savings account as authorized below.

I hereby authorize SEIU HCPA to initiate a recurring, automatic electronic funds transfer with my financial institution beginning on the date listed in the transition notice provided to me in order to deduct from my account the sum equal to 1.8% of my pay the day after every payday designated by my employer. The dues amount may change if authorized according to the requirements of the SEIU HCPA Constitution and Bylaws or the Service Employees International Union Constitution and Bylaws. If this happens, I authorize SEIU HCPA to initiate a recurring, automatic funds transfer in the amount of the new dues amount when notified by SEIU HCPA in writing of the new amount and with at least ten (10) days' notice before the next funds transfer date. In the case of checking and savings accounts, adjusting entries to correct errors are also authorized. I agree that these withdrawals and adjustments may be made electronically and under the Rules of the National Automated Clearing House Association. This authorization shall remain in effect until I send written notice of my revocation of authorization to SEIU HCPA via U.S. mail.

I acknowledge that failure to pay my dues on a timely basis may affect my membership standing in the union, as set forth in the SEIU Constitution and Bylaws.

Contributions or gifts to SEIU are not tax deductible as charitable contributions. However, they may be tax deductible as ordinary and necessary business expenses.

**Direct Deposit Account Information Authorization**

To facilitate payment of the dues or other contributions from my bank account, I authorize my employer or its fiscal agent to provide to SEIU HCPA's designated secure payment processor the information for the bank account (bank account number and routing number) on file with my employer ("Account") that I have designated to receive the proceeds of my paycheck via direct deposit. If my employer makes direct deposit of my paycheck to a checking account and a savings account, I hereby authorize my employer to provide the designated secure payment processor the information for the checking account and for my dues and/or other contributions to be deducted from this account.

I understand that after the designated secure payment processor receives this data, SEIU HCPA will make reasonable efforts to contact me to confirm the accuracy of the Account Information provided by my employer at least 10 days in advance of making the first electronic funds transfer from my Account.

SIGN HERE →

SIGNATURE:

DATE:

3

Help Support Working Families and Healthcare Issues!

Yes! I'll contribute to help pass laws for safe staffing, affordable healthcare, and good jobs for working families. I hereby authorize my employer to withhold the indicated amount bi-weekly to forward to SEIU HCPA as a contribution to SEIU Committee on Political Education (SEIU COPE). My signature shows that I agree with the terms below.

☐ \$10 ☐ \$7 ☐ \$5

NAME: _____

DATE: _____

SIGN HERE →

SIGNATURE: _____

This authorization is made voluntarily based on my specific understanding that: 1) I am not required to sign this form or make voluntary contributions to SEIU COPE as a condition of my employment or membership in the union; 2) I may refuse to contribute without reprisal; 3) Under law, only union members and executive/administrative staff who are U.S. Citizens or lawful permanent residents are eligible to contribute to COPE; 4) The contribution amounts on this form are merely suggestions, and I may contribute more or less by this or other means without fear of favor or disadvantage from SEIU or my employer; 5) SEIU COPE uses the money it receives for political purposes – including, but not limited to, making contributions to and expenditures on behalf of candidates for federal, state, and local offices – and addressing political issues of public importance. This authorization shall remain in effect until revoked by me in writing via U.S. mail to SEIU.

Contributions or gifts to SEIU COPE are not tax deductible as charitable contributions.

*By providing my phone number, I understand that SEIU and its locals and affiliates may use automated calling technologies and/or text message me on my cellular phone on a periodic basis. SEIU will never charge for text message alerts. Carrier message and data rates may apply to such alerts. Text STOP to 787753 to stop receiving messages. Text HELP to 787753 for more information.