



**SEIU Local 521**  
**Constitutional Bylaws**  
Adopted 01-31-2017



# SEIU Local 521 Union Structure

revised February 2016

## Executive Board

Refer to Bylaws Article IX, Sections 3-8 for description of positions

<b>** Chief Elected Officer</b>	<b>** President</b>	<b>** First Vice President</b>	<b>** Secretary</b>	<b>** Treasurer</b>
<b>Region 1 Vice President</b> <ul style="list-style-type: none"> <li>• Santa Clara</li> <li>• San Mateo</li> </ul>	<b>Region 2 Vice President</b> <ul style="list-style-type: none"> <li>• Santa Cruz</li> <li>• Monterey</li> <li>• San Benito</li> </ul>	<b>Region 3 Vice President</b> <ul style="list-style-type: none"> <li>• Stanislaus</li> <li>• Tuolumne</li> <li>• Mariposa</li> <li>• Mono</li> <li>• Alpine</li> <li>• Merced</li> </ul>		
<b>Region 4 Vice President</b> <ul style="list-style-type: none"> <li>• Madera</li> <li>• Fresno</li> </ul>	<b>Region 5 Vice President</b> <ul style="list-style-type: none"> <li>• Tulare</li> <li>• Kings</li> <li>• Kern</li> <li>• Inyo</li> </ul>			
Large Chapter Executive Board Delegates	Refer to Article X	Section 3		
Small Chapter Executive Board Delegates "Composite Jurisdictions"	Refer to Article X	Section 4		

\* Elected Locawide

\*\* Elected Locawide and Automatic Delegates to SEIU Convention

\*\*\* Elected by Members of Industry

## Trustees

Refer to Bylaws Article XI, Section 4 for description of positions

<b>* Trustee (at large)</b>	<b>* Trustee (at large)</b>
<b>Region 1 Trustee</b> <ul style="list-style-type: none"> <li>• Santa Clara</li> <li>• San Mateo</li> </ul>	<b>Region 2 Trustee</b> <ul style="list-style-type: none"> <li>• Santa Cruz</li> <li>• Monterey</li> <li>• San Benito</li> </ul>
<b>Region 4 Trustee</b> <ul style="list-style-type: none"> <li>• Madera</li> <li>• Fresno</li> </ul>	<b>Region 5 Trustee</b> <ul style="list-style-type: none"> <li>• Tulare</li> <li>• Kings</li> <li>• Kern</li> <li>• Inyo</li> </ul>
<b>Region 3 Trustee</b> <ul style="list-style-type: none"> <li>• Stanislaus</li> <li>• Tuolumne</li> <li>• Mariposa</li> <li>• Mono</li> <li>• Alpine</li> <li>• Merced</li> </ul>	

### \*\*\* Industry Council Delegates

See Bylaws Article X, Section 7: Threshold for Industry Council Executive Board Delegates (page 15)

\* S.E.J. Caucus

See Bylaws Article X, Section 15: Executive Board Delegate Threshold for SEJ Caucuses (page 17)

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# **SEIU 521 Constitution and Bylaws**

## **PREAMBLE**

We the people of the Service Employees International Union Local 521, in order to form a more perfect union, establish justice for our members, ensure employment tranquility, provide for the common defense from unjust labor practices, promote the general welfare of our service and professional members and ensure prosperity for ourselves, our families and all working men and women, do ordain and establish this Constitution of SEIU Local 521 in the State of California, United States of America.

The purpose of this member-driven union is to organize and represent workers in the Central Northern Region of the State of California.

## **MISSION STATEMENT**

The Mission of SEIU Local 521 is to provide our members with a voice in the workplace, in their Union and in the larger community. Through our actions, we intend to create a more just and humane society. We are committed to protecting and improving the lives of workers and their families. We will work to improve and protect the services we provide to our communities. We believe that by working together as a united front, we can win better contracts and build industry power in our region.

In so doing, we affirm that our members shall be treated and accepted equally with dignity and respect. All members will be welcomed into our Union, encouraged to participate and shall not be discriminated against regardless of race, ethnicity, religion, age, physical ability, gender, gender expression and sexual orientation, marital status, creed, color, ancestry, disability, immigration status, or national origin.

All SEIU 521 members shall share equal responsibilities and rights both within the Union Local and on the job, at a minimum as stated in our International Bylaws.

We pledge to demonstrate our respect equally to our staff as we do to our members so that all may thrive in an atmosphere of solidarity and brother/sisterhood.

We concur with the SEIU International vision of a society:

- Where all workers have a meaningful voice in decisions that affect them
- Where workers have the opportunity to develop their talents and skills
- Where the collective voice and power of workers is realized in a democratic and progressive union
- Where union solidarity stands firm against the forces of discrimination and hate and the unfair employment practices of exploitative employers
- Where government plays an active role in improving the lives of working people

In fulfilling this vision, we acknowledge our responsibility to strengthen all of our Chapters. We affirm that every member has a voice. We will not be content until all of our members have achieved dignity, respect and self-worth in our workplaces and in society.

## **Article I**

### **Name of Union**

This organization shall be known as Service Employees International Union Local 521. It shall consist of an unlimited number of members within our regional boundaries.

## **Article II**

### **Jurisdiction**

1. This Local Union shall have jurisdiction over all public, publicly funded and/or private non-profit workers except as it may conflict with such exclusive jurisdiction that has been granted to other SEIU Locals in California.
2. Our geographical boundaries of the Local are comprised of workers in these 17 counties: Alpine, Fresno, Inyo, Kern, Kings, Madera, Mariposa, Merced, Mono, Monterey, San Benito, San Mateo, Santa Clara, Santa Cruz, Stanislaus, Tulare and Tuolumne.

## **Article III**

### **Purpose**

The purpose of this Union is to improve the lives of workers and their families by:

- Advocating for improvements in wages, hours and working conditions
- Organizing unorganized workers into our union
- Representing workers in negotiations, meetings, conferences, grievances, discussions, disputes, and disciplinary actions
- Engaging our members in legislative and political action at the local, county, state and national level
- Engaging in all such civic, social, legal, economic, cultural, educational, charitable, and other activities, as will advance this Union's standing in the community and in the labor movement and further all interests of our Local and further the interests of this organization and its membership, directly or indirectly.
- Ensuring a dignified and secure retirement for later years.

## Article IV

### Member Bill of Rights and Responsibilities in the Union and the Workplace

SEIU Local 521 will adhere to the International Union's statements (see Appendix #1)

### Code of Ethics

SEIU Local 521 will abide by the International Union's Code of Ethics as approved by the International Union Executive Board, June 13, 2009.

## Article V

### Local Convention

**Section 1: Convention** – A convention of Local 521 will be held every third year, during the calendar year (January – December) that follows the year in which the last regularly scheduled 521 Local Wide Executive Board Elections occurred. The purpose of the convention will be to review the progress of the union since the last convention and to develop goals and priorities for the coming years, using a group process which allows for input from all delegates.

**Section 2: Convention Delegates** - Elected by members in good standing, delegates will come from every chapter of the local according to the following formula:

All current Executive Board Officers, Delegates, and Trustees shall automatically be delegates to the Local Convention. In addition to the current Executive Board members listed above, each Chapter or Composite Group with Executive Board delegate allocations will be allowed one additional convention delegate for each Executive Board delegate slot allotted to that Chapter or Composite Group, whether or not all Executive Board delegate slots are filled at that time.

All members in good standing will be eligible to run for delegate seats. The Executive Board will approve a process for nomination by petition, and for qualification, election, and certification of the elected convention delegates.

## Article VI

### Membership and Member Rights

**Section 1: Regular Member** - A member must have an employment relationship with a bargaining unit for which SEIU Local 521 is recognized as the exclusive bargaining agent. Members shall have the right to vote in all Local Union elections. Members shall be eligible to hold any elected Local Union office, including positions of Officers, Executive Board Delegates and Trustees.

**Section 2: Staff Member** - Staff, whether they are represented or unrepresented by a bargaining agent, wishing to be members of the Local Union shall pay full dues to the Local Union. A staff member who pays full dues may only run for the positions of Chief Elected Officer and Delegate to regional, national and international conventions and may vote in any localwide election.

**Section 3: Retired Member** -

- 3.01 A member, who has retired in good standing from a jurisdiction represented by Local 521 may join the Retiree Chapter of the Local Union and pay the established retiree dues rate. This qualifies the member for voting in any Retiree Chapter or Localwide election. Retired members may choose to retain full membership by paying the minimum level of full dues of an active, regular member.
- 3.02 Any retiree paying full dues shall be eligible for nomination and election to any office of the Local Union for which s/he is eligible, according to his/her region of domicile including the Executive Board Delegate of the Retiree Chapter. Retired members paying less than full dues required for working members of the Local Union shall not be eligible for nomination for any office of the Local Union.

**Section 4: Organizing Chapter Member** - From time to time, the Executive Board may authorize an Organizing Member Chapter as part of an organizing program. A person who belongs to an organizing chapter of the Local Union and pays at least the minimum dues for working members as established by the Local Union, may be considered an organizing member. Organizing chapter members are eligible to vote in Local Union elections but may not run for office. Organizing chapter members may remain organizing members until the first contract is bargained and will become regular members when they have an enforceable collective bargaining agreement.

**Section 5: Associate Members** –

- 5.01 **Transitional:** If a member in good standing wishes to remain a member after his/her eligibility is lost due to transfer into a different bargaining unit, leaving employment for other work, or other reasons, s/he may apply for Associate Membership with SEIU Local 521 within 120 days of status change so long as their position does not create a conflict of interest. The Local Officers shall approve or deny the application and may withdraw approval at any time for any valid reason. A Transitional Associate Member may only vote in Localwide Union Elections. They may not hold any office within the Local. They may only participate where the committees/activities/events are directed toward community/political outreach or are social/recreational in nature. When approved by the Executive Board they may be appointed to represent the Union at Central Labor Councils and other Community Groups. The dues for Transitional Associate Members shall be \$15.21 per month.
- 5.02 **Honorary Associate:** If a union supporter wishes to become an Honorary Associate Member of SEIU Local 521, s/he may apply for Honorary Associate Membership with

SEIU Local 521 at any time so long as they or their position do not create a conflict of interest for the Local. The Local Officers shall approve or deny the application and may withdraw approval at any time for any valid reason. An Honorary Associate Member may NOT vote in any Local 521 election, or hold any office within the Local. They may NOT participate in any internal union decisions or activities. They may only participate where the committees/activities/events are directed toward community/political outreach or are social/recreational in nature. When approved by the Executive Board they may be appointed to represent the Union at Central Labor Councils and other Community Groups. The dues for an Honorary Associate Member shall be \$5.21 per month.

## Article VII

### Dues

**Section 1: Members in Good Standing** - It is the members' responsibility to pay dues. In order to be a member in good standing, dues must be current and paid on time. Dues are due and payable on or before the last day of the current month. If a member is on lost time, working on a temporary basis for the Union, dues will be deducted by the Union to ensure continual membership in good standing.

**Section 2: Right to Vote on Dues** - All members in good standing shall have the right to vote on the adoption of a uniform dues rate for Union members and fee-payers, and on any changes in the uniform dues rate adopted. Notification of members prior to a dues election shall be not less than ninety (90) days.

**Section 3: Financial Transparency** - The Treasurer and Local Union Staff will produce an annual report summarizing income and expenditures as well as programs and activities of affiliated bodies, to which the Local Union pays per capita taxes.

## Article VIII

### Election, Recall, and Replacement of Localwide Officers, Executive Board Delegates, and Trustees

**Section 1: Nominations and Elections** - All nominations for Local 521 Officers, Executive Board Delegates and Trustees may be made in a scheduled meeting(s) of the voting body held for that purpose and properly announced, or by a petition signed by members of the Local Union who are eligible to vote for the nominated position as follows:

- All Localwide Officers, Regional Vice Presidents, and all Trustees: 25 signatures
- Chapter and Composite Executive Board Delegates:

- Small Chapter or composites (1 – 199 members): **10** signatures or half the chapter or composite membership, whichever is smaller.
- Medium Chapters or composites (200 – 1,999 members): **20** signatures or half the chapter or composite membership, whichever is smaller.
- Large Chapters (2,000 or more members): **30** signatures or half the chapter membership, whichever is smaller.

**Section 2: Acceptance of Nomination** - A candidate must submit a written acceptance of nomination according to election rules, following a nomination, in order to have his/her name placed on the ballot.

**Section 3: Qualification of Candidates** - A person is eligible to be a candidate for office of the Local Union if s/he has been a member in good standing of the Local Union for at least two continuous years immediately prior to nomination, paying full membership dues. The two-year requirement is waived if s/he has been a full dues-paying member in good standing since the time of affiliation of their chapter. No person will be eligible to be a candidate for more than one office of the Local Union simultaneously. For purposes of this section, Chapter officers shall not be considered Local officers.

In accordance with International Union Bylaws, a member who wishes to be a candidate for any office of the Local Union shall not have been convicted of an applicable felony (see Section 504, Labor Management Reporting and Disclosure Act - LMRDA).

Eligibility of Local Union employees to be candidates for office shall be limited to the positions of Chief Elected Officer and Delegate to regional, national and international conventions. If a member of the union has previously been an employee, time spent as an employee shall be counted toward the two year membership requirement if the person was a member of the Local Union when employed by the Local Union and was paying full dues.

**Section 4: Notification of Election** - All members shall be notified of an election not less than ninety (90) days prior to the commencement of voting and notified of nominations no less than thirty (30) days before their close.

**Section 5: Candidate Statements** - Each candidate shall be allowed to make a statement of his/her qualifications for office, to be included with election materials and otherwise to be made available to the members. The Election Committee shall establish reasonable rules regarding the length and format of candidate statements as well as establishing deadlines for submission of election materials.

**Section 6: Exclusions** - Write-in candidates and proxy voting shall not be permitted in any Local Union or Chapter election.

**Section 7: Balloting** - Balloting for Local Union Offices may be by mail ballot, at Local Union offices and/or worksite polling stations, by safe and secure electronic means, or by a combination

of these methods, in such a manner that facilitates the widest practicable participation by members. Cost shall be a factor when deciding which method(s) to use.

**Section 8: Campaigning** - The Local Union shall not discriminate in favor of or against any candidate in any Local or Chapter election. Union staff shall not be involved in campaigning in any chapter elections.

To balance the rights of Union staff who are Local Union members, to run for office and participate in localwide elections with the potentially unfair advantage they may have by virtue of their temporary or permanent role as staff in the union, there must be strict adherence to the Department of Labor Rules. The appearance of violations must be avoided. Therefore, the local union will establish strict rules and policies to monitor and to implement the Department of Labor laws as they pertain to staff participation in Localwide elections. Staff must be on pre-authorized time off for campaigning and will be required to sign a document stating that they understand the rules and will abide by them or will be terminated or disciplined. Any activities they perform on behalf of themselves or another candidate must be clearly understood as their own position, not that of the Local Union. During the Election period, Trustees will make themselves available to answer questions, complaints and concerns about any such possible infractions and will take immediate action where necessary. For the 2010 election only, board approved regional volunteers will serve in this capacity.

The Local Union shall comply with reasonable requests to assist candidates in mailing campaign materials to members at the candidate's expense and shall not release members' personal information in doing so. All candidates will be given access to assistance from the Local Union equally, at the candidate's expense. No candidate may solicit, accept or receive a material or in-kind contribution for his/her campaign from any person who is not a member in good standing of SEIU.

**Section 9: Election Committee** - A member committee of no fewer than three and no more than seven shall be appointed by the President and approved by the Executive Board, no later than the September Executive Board meeting preceding an election year, or no less than sixty (60) days before a special or recall election. They shall not be candidates for, nor actively campaign for any Local or Chapter elected position during the term of their appointment. They shall establish rules and procedures for fair and democratic elections in accordance with the local bylaws, the bylaws of the International Union and labor law, including method of balloting, overseeing tabulation of results and certifying of election results.

**Section 10: Trustees - Election Oversight for Elections and Appeals** - The Trustees of the Local Union shall act as judge in all matters arising from the election procedures of the Local Union and shall hear all protests of an election. Any challenge or protest must be submitted in writing within (5) five calendar days of the election results. The Trustees shall have up to an additional 5 (five) calendar days after a protest is received to research the protest and render a decision. Members not satisfied with a ruling of the Trustees on an election matter may appeal such ruling to the International President within fifteen (15) days of the ruling. If a decision has not been rendered on a protest or challenge by the time the Officers and Delegates are to be installed, the elected member shall be sworn-in, take office, and serve until such time as a contrary decision is rendered.

**Section 11: Recall of Local Officers** - An officer, delegate, or any other elected official of the Local Union may be removed from office in a recall election by majority vote of the proper constituents of that office. If the recall is successful the position shall be declared “open” and shall be filled per the SEIU Local 521 Bylaws.

**Recall Petition:** A recall election will be held within sixty (60) days of the validation of signatures on a recall petition signed by twenty percent (20%) of the members eligible to vote for the office. To be valid, signatures must be collected within six (6) months prior to submission of the petition. Validation of petition signatures will be completed within thirty (30) days of submission to the Local President, or if the recall is for the President, submission to the Local Secretary. The recall petition shall specify the name and position of the person to be recalled and the cause for recall, on each page. The recall petition shall include name, signature, date and sufficient identifying information as specified by the Local Secretary to validate signatures. A separate recall petition must be circulated for each officer subject to recall.

**Section 12A: Filling Vacancies for Localwide Officers, Regional Officers, and Trustees**

1. This Section shall provide a process for filling vacant offices of Localwide Officers, Regional Officers and Trustees.
2. Executive Board Officers, Executive Board delegates or alternates, and Local 521 members in good standing for at least two years may be nominated to fill vacancies in the following offices using the process outlined in the numbered paragraphs below. Offices covered in Section 12A include Localwide offices (Chief Elected Officer – if there is less than 18 months remaining in the vacated term or pending the election of a permanent Chief Elected Officer in a Special Localwide election, President – if there is no 1<sup>st</sup> Vice President to automatically fill that vacancy, 1<sup>st</sup> Vice President, Secretary, Treasurer), Regional offices (Regional Vice Presidents), or any Trustee positions. (SEIU Local 521 Constitutional Bylaws – Article VIII Sections 1 and 3)
3. The position shall be declared “Open” at either a scheduled or special meeting of either the Executive Board Officers or the Executive Board which is at least 30 calendar days prior to the publicized Executive Board meeting when the vote to fill the vacant position will be taken.
4. The announcement of the “open” seat and the process for nomination of candidates shall be made known to all SEIU Local 521 members through the website and also as widely as possible through regularly scheduled membership meetings and specific leaflets during the “open” time frame as well as by electronic media notification.
5. Nomination Requests: Any qualified SEIU Local 521 member who wishes to be considered for election to an “open” officer seat must submit a request for consideration to the Local Area SEIU Office at least 14 working days prior to the date of the Executive

Board meeting where the vote will occur. This request will include the name, Chapter and contact information of the member along with an optional statement of qualifications for office (75 words maximum). The interested member will be verified for eligibility to hold office, and his/her information will be emailed to all members of the Executive Board approximately one week before the meeting. From this group of verified eligible members of SEIU Local 521, Executive Board Officers and Delegates will nominate and second the candidates they feel will best represent the Local in the open position.

6. Nominations and Election Meeting: At the announced regular or special meeting the Executive Board Officers and Delegates will nominate and second the candidates they feel will best represent the Local for the open position from the group of verified eligible members of SEIU Local 521.

A hand vote will be taken of the Executive Board Officers and Delegates in attendance.

7. The candidate receiving the most votes will be declared the winner and will fill the vacant officer position if s/he receives more than 50% of the votes cast. If no candidate receives more than 50% of the votes, there will be an immediate runoff of the top two vote getters.
8. Trustees shall confirm candidate and voter eligibility prior to voting. During voting, the Trustees shall count hands and declare the winner or the candidates for the runoff vote.
9. The elected Officer will be sworn in immediately following a successful vote at the Executive Board meeting where the vote is taken, and will serve in the previously vacant position for the remainder of the current term.
10. The Officer elected in this manner will have all rights and responsibilities of the office to which s/he has been elected except for the position as automatic delegate to SEIU International conventions. The elected Officer may, however, run for an open delegate position to SEIU International conventions.

### **Section 12B: Replacement of the Chief Elected Officer**

1. If the Chief Elected Officer leaves his/her position with a remaining term of less than 18 months, the procedures in Section 12A above will be used to elect an interim CEO. The process shall be completed as soon as possible, but within a maximum of 3 months, the time frame between Executive Board meetings.
2. If the Chief Elected Officer leaves his/her position with a remaining term of more than 18 months, a Special Localwide election shall be held following the guidelines set forth in Article VIII Sections 1-10. The Localwide election shall be completed within a maximum of 6 months so the elected CEO can serve a minimum of a 12 month term.

To ensure continuity during the time between the beginning date of the vacancy and the completion of the election process, a temporary CEO will be elected using the procedures in Section 12A above. This election is to be completed as soon as possible, but within a maximum of 3 months following the beginning date of the vacancy.

### **Section 13: Filling Vacant Offices of Chapter or Composite Group Delegates.**

1. This Section shall provide a process for filling vacant offices of Chapter or Composite Group Executive Board Delegates.
2. When there is an Alternate for a permanently vacated position, that Alternate shall assume the delegate position with all its rights and responsibilities for the remainder of the term.
3. Normally the processes below are only used if the position will be vacant for over one year. However, special circumstances may arise where the Chapter or Composite Group wishes to fill a vacancy with less time remaining in the current term of office.
4. The Chapter or Composite Group shall begin the process for filling the vacant position at least 40 days prior to making an appointment. At a regular or special meeting the leadership group shall decide the process they will use to fill the vacant position. They may choose either a full Membership Vote Option or an Appointment Option as specified below.
5. Local 521 members in good standing who would normally qualify to run for election for the specific vacant seat under SEIU Local 521 Constitutional Bylaws – Article VIII Section 1 and 3, may seek appointment or election to a vacant position for which they qualify. Staff shall verify that the member is eligible to hold the specific vacant position.
6. **Membership Vote Option:** The election must be announced at least thirty (30) days in advance, and may be at a regular or special Chapter Meeting or vote or Composite Group Meeting or vote. No member shall be required to drive more than one (1) hour from his/her work place to vote. Nominations must be submitted in writing no fewer than five (5) working days prior to the membership vote meeting. The vote will be held pursuant to Chapter Bylaws. For Chapters without Bylaws that provide for voting process for filling vacant offices, the voting process shall be recommended by Chapter leaders subject to final approval by the Local Trustees fourteen (14) days prior to the announcement of an upcoming vote.
7. **Appointment Option:**
  - a. Qualified SEIU Local 521 members who wish to be considered for appointment must submit a request for consideration to the Local Area SEIU Office at least fourteen (14) days prior to the date an appointment will be made. This request

will include the name, Chapter and contact information of the member along with an optional statement of qualifications for office (75 words maximum).

- b. From this group of interested qualified/verified members the Chapter leadership body or Composite Group's elected leadership will vote to appoint the candidate they feel will best represent their interests.
8. The name of the new Delegate to fill the vacant position shall be emailed to the Local President and the Chief Elected Officer within three (3) working days. S/he will be invited to the next Executive Board Meeting where s/he will be properly sworn into office.
9. The sworn Delegate will serve in the elected or appointed position with all the rights and responsibilities of that position for the remainder of the current term.

## **Article IX**

### **Officers**

**Section 1: Titles** - The officers of this union shall be the Chief Elected Officer, President, 1<sup>st</sup> Vice President, Treasurer, Secretary, and five (5) Regional Vice Presidents. The Chief Elected Officer, President, 1<sup>st</sup> Vice President, Treasurer and Secretary shall be elected at large by members in good standing. The Regional Vice Presidents will be elected by members in good standing from their designated regions.

*Please see the Organizational Chart on the inside cover for further details.*

**Section 2: Term of Office** - The term of office will be three (3) years and there will be no term limits. The term of office will commence on March 1.

**Section 3: Duties of the Chief Elected Officer** - The Chief Elected Officer shall work full time for SEIU Local 521 and act as the Union's chief administrative officer, subject to the authority of the Executive Board. S/he does not have a vote on the Local Union's Executive Board.

The Chief Elected Officer shall represent the Union before all boards, committees, departments and such official bodies as may be designated by the Executive Board, including, but not limited to, serving as a delegate to all committees, boards, divisions, conventions and conferences of the Service Employees International Union and its affiliated bodies. S/he shall receive all complaints and grievances and delegate authority to seek solutions of same to the appropriate staff or member group. S/he shall report his/her activities to the Executive Board, leadership meetings, membership meeting and other special meetings.

With the aid of his/her staff, it shall be the duty of the Chief Elected Officer to maintain an accurate record of the members of the Union, showing their classification, address and phone number; Regular, Associate, Retired and Life Members, Laid-off members and Service and Charity Fee-payers; and the names of the chapters and bargaining units in which the members are employed; all initiations, expulsions, suspensions and rejections. S/he shall receive all dues or other monies due and payable to the Union, giving his/her receipts as required, and thereafter s/he shall deposit all such monies under the direction of the Treasurer. The Chief Elected Officer shall maintain records which show the receipts and disbursements pertaining to each fund of the Union and said receipts shall be open for inspection and verification at any time as authorized by the Executive Board.

The Chief Elected Officer shall send to the International Secretary-Treasurer of the International Union copies of all annual financial reports and LM-2 reports, and the correct names, addresses, and the last 4 digits of social security numbers or identification number of all members initiated or readmitted, and of all other persons from whom income is derived, and of those suspended for non-payment of dues or for any other cause, and a correct list of those who take transfer or withdrawal cards. The proper zip codes shall be included for each address. S/he shall notify the International Union in writing when any collective bargaining negotiations or memoranda of understanding have been concluded and the number of employees covered, and send copies of collective bargaining agreements and contracts entered into by the Local Union to the Research Department of the International Union. The Chief Elected Officer shall notify the International Union of the newly elected officers within fifteen (15) days of their taking office.

All salaries and expense allowance to be paid the Chief Elected Officer shall be determined by the Executive Board. The Executive Board will approve a wage and benefit package commensurate with the responsibilities and reasonably aligned with other full-time staff for the Chief Elected Officer, governing his/her salary and benefits for a period not to exceed his/her three-year term of office, but renewable subject to his/her reelection and the terms of such agreement.

While operating within an Executive Board approved budget and program, the Chief Elected Officer has the sole authority to arrange his/her staff, including hiring, firing, supervising and directing staff in whatever manner s/he deems efficient for the administration of this Local Union. The Chief Elected Officer shall have the authority to employ or retain legal counsel, accountants, or such other assistants or personnel as required in order to assist in the operation and administration of the Local Union. In the hiring of staff, the Chief Elected Officer shall provide for the Executive Board's input prior to the effective date of such actions. Any other staffing items shall be subject to the appropriate contracts.

The Chief Elected Officer, unless elected under Article VIII Section 12A or 12B to fill a vacancy, is an automatic Delegate to the SEIU International Convention and is the 1<sup>st</sup> delegate to the SEIU International Convention.

**Section 4: President** - The President shall be the presiding officer of the Local Union and shall preside over all Executive Board meetings and the Local Union Convention. S/he shall have general oversight and input into all programs, finances and committees of the union in accordance with these bylaws. S/he shall be a non-voting participant (ex officio) in any committees as s/he

requests. S/he is a non-voting member of the Executive Board, unless breaking a tie. S/he is one of the co-signer's of checks. S/he appoints committees and committee chairs with concurrence of the Executive Board. The President, in collaboration with the Chief Elected Officer, shall cause an agenda to be prepared for each meeting of the Executive Board prior to that meeting and, whenever possible, a copy of the agenda shall be presented together with the notice of the meeting to all board members.

The President, unless elected under Article VIII Section 12A to fill a vacancy, is an automatic Delegate to the SEIU International Convention and is the 2<sup>nd</sup> delegate to the SEIU International Convention.

**Section 5: First Vice President** - The First Vice President shall perform the duties of the President in his or her absence and shall assist the President in the operation of all affairs of the Local Union and perform such duties as may be assigned to him/her by the Executive Board and President. The First VP will give a full report of his/her activities at each regularly scheduled officer's meeting and at each regular Executive Board meeting. . S/he shall succeed the President if the President is unable to complete his or her term. The 1<sup>st</sup> Vice President may countersign checks. S/he is a voting member on the Executive Board (only as tiebreaker if acting as President).

The First Vice President, unless elected under Article VIII Section 12A to fill a vacancy, is an automatic Delegate to the SEIU International Convention and is the 3<sup>rd</sup> delegate to the SEIU International Convention.

**Section 6: Treasurer** - The Treasurer shall be responsible for all financial affairs of this Local Union. S/he shall counter-sign all checks, whenever possible. In coordination with local union staff, s/he shall submit at least quarterly appropriate financial statements of expenditures and income to the Executive Board and General Membership. His/her report shall be subject to verification by the Trustees of this Local Union and supportive data shall be supplied if requested. S/he shall make sure that all records and monthly budget reports are posted on the Local Union website. S/he is a voting member on the Executive Board.

The Treasurer, unless elected under Article VIII Section 12A to fill a vacancy, is an automatic Delegate to the SEIU International Convention and is the 4<sup>th</sup> delegate to the SEIU International Convention.

**Section 7: Secretary** - The Secretary shall keep a correct and accurate record of attendance and proceedings (minutes) of all regular and special Executive Board, Officer meetings, and the Convention of the Local Union, in coordination with the local union staff. S/he shall make sure that minutes and documents of these meetings are posted on the Local Union website for member access. The Secretary shall furnish the chairperson of each committee a copy of such resolutions as may be adopted by the Local Union, applicable to its respective duties. The Secretary may sign checks in the absence of two (2) signers from among the President, 1<sup>st</sup> Vice President or Treasurer. S/he is a voting member on the Executive Board.

The Secretary, unless elected under Article VIII Section 12A to fill a vacancy, is an automatic Delegate to the SEIU International Convention and is the 5<sup>th</sup> delegate to the SEIU International Convention.

**Section 8: Regional Vice Presidents** - There shall be 5 (five) Regional Vice Presidents. The following are the designated regions:

- Region 1: Santa Clara, San Mateo
- Region 2: Santa Cruz, Monterey Counties, San Benito Counties
- Region 3: Stanislaus, Merced, Tuolumne, Mariposa, Mono, Alpine Counties
- Region 4: Madera and Fresno Counties
- Region 5: Tulare, Kings, Kern, Inyo Counties

The Regional Vice Presidents shall assist the President in affairs of the Local Union and perform such duties as may be assigned to them by the Executive Board and President from time to time. The Regional Vice Presidents shall, advocate on behalf of the Chapters, Industry Councils and Caucuses in their geographical area and may convene appropriate meetings of those groups. Each Regional Vice President shall give a full, written report of his/her activities at each regular Executive Board meeting, at his/her regional leadership and/or regional membership meetings and the Local Union Convention. S/he is a voting member on the Executive Board.

## **Article X**

### **Executive Board**

**Section 1: Composition** - The Executive Board shall consist of the elected Chief Elected Officer, Officers, Chapter Delegates, Industry Delegates and Caucus Delegates as outlined in these bylaws. All Executive Board members shall be elected in accordance with the appropriate procedures set down in these Bylaws.

**Section 2: Term of Office** - The term of office shall be 3 (three) years with no term limits. The term of office will commence March 1.

**Section 3: Large Chapter Executive Board Delegates** - Chapters with 250 or more members are designated as large chapters. For these chapters, the chapter members in good standing will elect their Executive Board delegates and the following scale will determine how many Executive Board Delegates a single chapter with 250 or more members will receive:

- 250-599 members                      1 delegate
- 600-1499 members                    2 delegates
- 1500-2499 members                  3 delegates
- 2500-4999 members                  4 delegates
- 5000-7499 members                  5 delegates
- 7500-9999 members                  6 delegates
- 10000-14999 members                7 delegates
- 15000-20000 members                8 delegates

Each Chapter shall have the right to elect an Alternate Delegate(s) according to the following formula: for chapters with less than 2500 members, one Alternate Delegate will be elected; for chapters with more than 2499 members, two Alternate Delegates will be elected. In the absence of a Chapter Delegate the Alternate Delegate(s) will have one vote on the Executive Board. The Alternate Delegate(s) will be the next highest vote-getters) in the Delegate election.

In the event of a permanent vacancy, an Alternate Delegate will be the permanent replacement, taken in order, according to the number of votes received in the original Delegate election.

#### **Section 4: Small Chapter Executive Board Delegates "Composite Jurisdictions"**

Chapters with fewer than 250 members are designated as small chapters and shall be grouped into regions for the sole purpose of electing Delegates to the Executive Board. They shall be grouped based on the Local Union Office Location from which they receive services:

Bakersfield Office:	Covering the Kern County and Inyo County region;
Fresno Office:	Covering Fresno County, Stanislaus County, Tulare County, Tuolumne County, Mariposa County, Mono County, Alpine County, Madera County, and Merced County region;
Hanford Office:	Covering the Kings County region;
Redwood City Office:	Covering the San Mateo County region;
Salinas Office:	Covering the Monterey County and San Benito County region;
San Jose Office:	Covering the Santa Clara County region;
Santa Cruz Office:	Covering the Santa Cruz County region;
Visalia Office:	Covering the Tulare County region

As Local 521 grows, regional offices may be moved or new regional offices may be opened and the Executive Board will have the authority to re-group small chapters into the appropriate regional office. However, those currently serving as Executive Board Delegates will continue to serve out their 3 (three) year term.

Composite Jurisdictions shall have monthly meetings/correspondences to inform members in their representative areas on issues to be addressed to the Executive Board.

The following scale will determine how many Executive Board Delegates Composite Jurisdictions will receive based on total members from the small chapters in that region:

- 1-599 members 1 delegate
- 600-1499 members 2 delegates
- 1500-2499 members 3 delegates
- 2500-4999 members 4 delegates
- 5000-7499 members 5 delegates
- 7500-9999 members 6 delegates
- 10000-14999 members 7 delegates
- 15000-20000 members 8 delegates

Each Composite Jurisdiction shall have the right to elect an Alternate Delegate(s) according to the following formula: for Composite Jurisdictions with fewer than 2500 members, one Alternate Delegate will be elected; for Compositied Jurisdictions with more than 2499 members, two Alternate Delegates will be elected. In the absence of a Composite Jurisdiction Delegate, the Alternate Delegate(s) will have one vote on the Executive Board. The Alternate Delegate(s) will be the next highest vote-getter(s) in the Delegate election.

In the event of a permanent vacancy, an Alternate Delegate will be the permanent replacement, taken in order, according to the number of votes received in the original Delegate election.

**Section 5: Industry Councils** - The Industry Councils are formed along industry lines within the jurisdiction of the Local Union to bring economic justice, respect and a voice in the workplace and are open to all Local Union members within a particular industry. The Industry Councils promote contract standards, union organizing, and educational programs within their industries. They are also politically active, lobbying on behalf of their industry. Each recognized Industry Council shall submit a written or oral report to the regularly scheduled Executive Board meetings.

**Section 6: Threshold for Industry Council Executive Board Delegates** - Once an Industry Council is active and functioning in five (5) or more of the counties or two (2) Vice Presidential regions that make up the Local Union, they may apply to the Executive Board for Delegate status. The application must include a two-year plan, proof of at least four (4) regular meetings with a total of 25 members in attendance.

If the Industry Council qualification for a delegate seat occurs between regularly scheduled elections, an Industry Council delegate will be appointed by the President of the Local Union, with the recommendation of the Industry Council and that delegate will be seated on the Executive Board until the next localwide election occurs and a candidate for that seat can be elected.

Each Industry Council that qualifies for an Executive Board seat shall have the right to elect an Alternate Delegate and in the absence of a Delegate, the Alternate shall have one vote. The Alternate Delegate will be the next highest vote-getter in the Delegate election.

**Process for Electing Industry council Delegates during regularly scheduled elections:** One month before the scheduled election for Officers and Delegates of the Union are open for nominations, the various officially sanctioned and approved Industry Councils shall elect their Delegates for the upcoming three year term. The candidates must fill out the nomination papers and meet all requirements of any other Executive Board Candidate, but the election shall take place via a meeting or meetings by secret ballot in well-advertised Industry Council meetings announced for such election. Only persons who have been signed in for at least two (2) meetings of the specific Industry Council and who are currently working or on leave from a classification that falls within that specific Council's purview during the previous three (3) years shall be allowed to vote for their Industry Council Delegate.

**Section 7: SEIU International Mandated Committees** - Per the SEIU International Constitution & Bylaws, a committee is required for each of the following: Member Organizing Committee (MOC); Committee on Political Education (COPE); Social Economic Justice (SEJ) and Retirees' Committee. The President, with concurrence of the Executive Board will appoint a chair for the committee from the seated Executive Board delegates. All committees shall make reports, in writing, and shall confine their activities to the business for which they were formed.

**Section 8: Member Organizing Committee (MOC)** - The Local Union MOC shall meet regularly with the Local Union's Organizing Director and staff to recommend potential new units and strategies and shall assist in the formulation and implementation of programs for organizing. The Committee shall recommend to the Executive Board a two-year plan and yearly budget; plan activities; participate actively and encourage the work of MOC regional committees and prepare report/requests to be presented at Executive Board meetings for action. A localwide Chair of the MOC will be appointed from seated Executive Board to represent the interests of the MOC.

**Section 9: Retirees' Committee** - The Retired Members' Committee shall assist the Executive Board in developing a program for senior and retired members. The Committee is comprised of former members of the Local Union who pay the prescribed dues. The committee shall recommend to the Executive Board a two-year plan and yearly budget; plan activities; participate actively and encourage the work of Retiree regional committees; prepare reports/requests to be presented at Executive Board meetings for action. A localwide Chair of the Retirees' committee will be appointed from seated Executive Board delegates to represent the interests of the Retiree committee.

**Section 10: Committee on Political Education (COPE)** - COPE Committees are created in order to promote and support political candidates and issues on the local and state level that support and further the purposes and objectives of the Local Union and its members. Each COPE committee within SEIU will be based on boundaries delineated by Central Labor Councils (CLC) and approved by the Executive Board. Each Committee may create caucuses, PAC or PACE committees based on community of interest with approval of the Executive Board. Each CLC COPE committee will have a Chair, Vice-Chair and a Recorder, elected every two-years (February), by the members of that designated area who contribute to COPE. Any vacancies shall be filled after proper notice of thirty (30) days and seated by the next regularly scheduled meeting following an election. There will be quarterly meetings of chairs and/or vice-chairs for all CLC COPE Committees. From these officers, there will be two (2) regional Chairs of COPE elected every two (2) years to represent each region of the Local Union; the Coastal region, consisting of San Mateo, Santa Clara, Santa Cruz, San Benito and Monterey counties; and the Valley region, consisting of the remaining counties of the Local Union. These regional Chairs will report COPE plans and activities to the Executive Board following each quarterly COPE meeting. The quarterly meetings will map out state races and statewide issues, plan and review campaigns and distribute information from each of the CLC COPE committees. The Regional Chairs shall recommend to the Executive Board on behalf of the CLC COPE committees, a two-year plan and budget; recommend endorsements and activities. As required by law, neither the Local Union, nor the COPE, shall establish its own registered federal political committee nor make contributions in connection with federal elections. A localwide COPE Chair shall be appointed by the President, with approval of

the Executive Board, from seated Executive Board delegates to represent the interests of the COPE Committee.

**Section 11: Social Economic Justice (SEJ) Committee** - The Local Union SEJ Committee is responsible for the development and implementation of the Social Economic Justice Agenda of the Local Union using the International's guidelines. It analyzes current social, economic, political and cultural issues and their impact on the working class, society, oppressed communities and women and makes recommendations to the Local Union for positive action. It sponsors educational programs for members and the community at large on a variety of social, political and civil and worker rights issues. The SEJ Committee shall recommend to the Executive Board a two-year plan and yearly budget for review and approval; recommend endorsements and activities; participate actively and encourage the work of regional SEJ committees; prepare reports/requests to be presented to the Executive Board meetings for action. A localwide Chair of the SEJ committee will be appointed by the President, with approval of the Executive Board from seated Executive Board delegates to represent the interests of the SEJ committee.

**Section 12: Other Localwide Committees** - There will be other standing committees of the Local Union serving for the three (3) year term of the Executive Board. Members and/or the Chairs are volunteers appointed by the President and concurred by the Executive Board except in the case of committees where the membership is unlimited. In those cases only the Chair is appointed by the President and concurred by the Executive Board:

- a) The Budget and Finance Committee, whose chair will be the Local Treasurer (see Treasurer's Duties for details), will be comprised of two Executive Board Officers and Delegates from each Region plus the Chief Elected Officer or designee who are appointed by the President and concurred by the Executive Board.
- b) The Personnel Committee will be comprised of 3 to 10 Executive Board Officers and Delegates plus the Chief Elected Officer or designee who are appointed by the President and concurred by the Executive Board. The Chair will also be appointed by the President and concurred by the Executive Board.
- c) The Localwide Bylaws Committee will address proposed amendments and issues concerning both the Localwide Bylaws and Chapter Bylaws. The Committee shall be staffed by the Chief Elected Officer or his/her designee. At least one member of the Bylaws Committee will be a Trustee or Trustee At-Large. The Committee will be comprised of as many as 15 volunteer members appointed by the President and concurred by the Executive Board. The Chair will be a Trustee at Large who is appointed by the President and concurred by the Executive Board.
- d) The Localwide Trial Committee will be comprised of as many Executive Board Members and Officers as are interested in serving. They will be appointed by the President and concurred by the Executive Board. They will be trained. When a problem arises the President will select 3 or 5 members from this Committee to serve as the Trial Board.

- e) The Localwide Strike Hardship Committee will be comprised of members per the Localwide Strike Hardship Guidelines. The Chair will be appointed by the President and concurred by the Executive Board following the Strike Hardship Guidelines.
- f) The Scholarship Committee will be comprised of 3-15 interested members who are appointed by the President and concurred by the Executive Board. The Chair will also be appointed by the President and concurred by the Executive Board.
- g) The Good & Welfare Committee is addressed in its own Bylaws section.
- h) The Communications Committee will be comprised of 3-15 interested members who are appointed by the President and concurred by the Executive Board. The Chair will also be appointed by the President and concurred by the Executive Board.
- i) The Education and Training Committee will be comprised of 3-15 interested members who are appointed by the President and concurred by the Executive Board. The Chair will also be appointed by the President and concurred by the Executive Board.
- j) The Pension Committee will be comprised of unlimited members. The Chair is appointed by the President and concurred by the Executive Board.
- k) The Immigration Reform Committee will be comprised of unlimited. The Chair is appointed by the President and concurred by the Executive Board.
- l) The IT Committee will be comprised of 3-5 interested members who are appointed by the President and concurred by the Executive Board. The Chair will also be appointed by the President and concurred by the Executive Board.
- m) The Credentialing Committee will be comprised of 3-15 members who are appointed by the President and concurred by the Executive Board. The Chair will also be appointed by the President and concurred by the Executive Board.
- n) From time to time the needs of the Local may change. This may mean that some Executive Board committees may not always be filled and other new Executive Board Committees may be formed.

Please see the “Localwide Committees of SEIU Local 521” Chart for further details.

**Section 13: SEJ Caucuses** - SEIU recognizes the following SEJ Caucuses: African American (AFRAM); Asian Pacific Islander/APALA (Asian Pacific American Labor Alliance); Disabilities; Latino; Lavender; Native American; Retirees; and Women's. The Caucuses shall strive to increase participation in the Local Union, identify and develop leadership, promote Unionism, advocate for social economic justice, serve as a bridge between the Labor movement and their communities and promote understanding within the diverse Membership of the local.

**Section 14: Executive Board Delegate Threshold for SEJ Caucuses** - Once a Caucus is active/functioning in 2 (two) of the 5 (five) Vice President regions or in 5 (five) counties that make up the Local Union, and have at least four (4) regularly scheduled caucus meetings with a total of at least twenty-five (25) members in attendance, they shall present an application for a delegate seat on the Executive Board with a two-year plan and a proposal for a yearly budget. The caucus delegate will be elected at-large in a regularly scheduled localwide election. If the caucus qualification for a delegate seat occurs between regularly scheduled elections, a delegate will be appointed by the President of the Local Union and with concurrence of the Executive Board, and recommendation of the caucus, and that delegate will be seated on the Executive Board until the next localwide election.

Each Caucus that qualifies for a board seat shall have the right to elect an Alternate Delegate and in the absence of a Delegate, the Alternate shall have one vote on the Executive Board. The Alternate Delegate shall be the next highest vote-getter in the Delegate Election.

### **Section 15: Meetings**

**Executive Board:** The Executive Board shall have at least one regularly scheduled meeting each quarter, at a time and place(s) known to the membership, well publicized and open to all members. The frequency of regularly scheduled meetings shall be determined by the Executive Board, but must be adequate to handle the business of the Local. Meetings of the Executive Board may be held by telephone or video conference at the discretion of the President.

**Attendance:** All elected officers and delegates shall make every effort to attend all Executive Board meetings. In addition, Executive Board Officers are expected to attend all regular or special Officers' Meetings. Trustees are expected to attend all regular or special Executive Board Meetings and other duties as requested. Any member of the Executive Board who cannot attend an Executive Board meeting shall notify the President or the Secretary that s/he will be absent and will arrange for an Alternate Delegate to attend in his/her place.

**Leave of Absence (LOA):** An Officer, Trustee or Delegate with no alternate who is absent for medical reasons may take a LOA for one or more meetings. In such cases their absences will not affect the quorum; the quorum shall be reduced temporarily to reflect the number of individuals on a leave of absence. For example, if quorum for the body is 5, quorum shall be temporarily reduced to 4 to reflect that one member of the body is on a leave of absence. If the LOA is to be longer than three (3) regular meetings, the "Consequences of Absences" section below shall apply.

**Consequences of Absences:** When these elected individuals do not attend the meetings they are expected to attend the Local as well as the Chapter/Composite/Caucus they have been elected to represent lose solidarity, unity and representation. Therefore, the following steps will be followed before invoking Article XVII of the International SEIU Constitution and Bylaws in order to declare their position "open":

1. When an Executive Board Officer, Delegate, or Trustee misses three (3) consecutive regular or special meetings that they are expected to attend, whether the absence is excused or unexcused, their Regional Vice President or a Trustee where appropriate shall be notified.
2. The Regional Vice President or Trustee shall contact the leadership group affected because each individual leadership group should address the attendance issues of their own elected delegate/officer/trustee. The leadership group will report back to their Regional Vice President or the Trustee in a written statement after their conversation with the absentee delegate/officer/trustee. These conversations shall be handled consistently throughout the Local.
3. Their response shall be sent to the Officers for discussion as to whether to invoke Article XVII of the International SEIU Constitution and Bylaws in order to declare the position “open”.
4. If the position is declared “open” by the Officers, the quorum shall be reduced temporarily to reflect the number of open positions. For example, if quorum for the body is 5, quorum shall be temporarily reduced to 4 to reflect that one position is open.
5. If there is an elected alternate to the “open” position, the alternate shall assume the duties and responsibilities of the position.
6. If there is no elected alternate to the “open” position, the leadership group will be allowed to fill the position without question provided there is at least 1 year left in the term of office. If the leadership group wishes to fill the position with less than 1 year left in the term of office, they shall provide justification to the Officers who shall determine whether the justification is adequate to go forward with the filling of the “open” position or not.
7. If a position is determined to be “open” the position shall be filled according to Local Union Bylaws and policies. See Article VIII Sections 12 and 13.

**Special Meetings** - Special meetings of the Executive Board may be called by the President or upon written request to the President, of one-third (1/3) of the Executive Board members. Such meetings shall be announced widely with at least fifteen (15) days’ notice, except in emergency situations.

**Officers:** The officers of the Local Union will meet on a regularly scheduled monthly basis to review the finances and address issues that need to be addressed in a timely manner. These regularly scheduled meetings will be open to all members.

**Meeting Chair Succession:** If the President is absent his/her chairing responsibilities shall be filled by the 1<sup>st</sup> Vice President. In his/her absence the Regional Vice Presidents will chair in number order 1 – 5 sequentially.

**Executive Session:** On a case-by-case basis, a small group of Executive Board members, Local Officers and non-voting Staff Directors may meet to monitor and make decisions on personnel and litigation issues. This sub-group will take action and report back to the Executive Board at the next regularly scheduled meeting.

**Email/Telephone Action Polls:** As an alternative to any regular or special Executive Board or Officers' Meeting, when an item is so urgent that waiting for action would likely lose strategic advantage or cause financial loss to the Union, an email and/or telephone poll of the appropriate group (Officers only or entire Executive Board) may be taken.

Where the issue is complex an emergency informational phone or video conference meeting may be held to explain the issue(s) and answer questions. Then a 72 hour email and/or phone poll may be taken. Such meetings shall be announced as far in advance as possible to the voting group by email and/or telephone. They shall also be announced to all members by web page and email if advisable depending on the issue.

Actions taken in this way shall be just as valid and of equal effect as a vote done in person, by telephone, or via video conference.

A roll call of all votes shall be reported at the next scheduled Officers' or Executive Board meeting whichever comes first.

**Section 16: Powers and Authority** - The Executive Board shall set policies, develop and approve annual or multi-year budget; review the annual audits; and supervise the handling of all funds. From committee recommendations they will, approve expenditures, develop and take positions of the Local Union in respect to Central Labor Councils, International Union and State affiliates; endorsements, etc.; determine when a group of members is considered a functioning chapter, industry council, or caucus of the Local for the purpose of representation on the Executive Board and determine when a chapter, industry council or caucus has gained or lost eligibility for Executive Board delegates due to qualifying requirements. The Chapters within each Regional Vice President's region shall also be determined by the Executive Board.

The Executive Board may authorize sub-groups to act on behalf of the Union in special matters.

### **Section 17: Quorums -**

**Executive Board:** A majority (more than fifty percent) of the filled seats on the Executive Board shall comprise a quorum provided that at least two (2) of those present are Local Union Officers. Filled means sworn and in good standing.

**Officers:** A majority of the Officers shall comprise a quorum for Officer Meetings.

**No Quorum at Executive Board Meetings:** If there is no quorum at the scheduled starting time of a properly advertised Executive Board meeting, the presiding officer shall determine how long to wait for a quorum to be established before the Officers shall be authorized to take action as necessary on agenda items. The Officers may take said action at any time up to and

including the next scheduled Officers' meeting. Their votes shall have full force and validity as if a quorum of the Executive Board had voted. These votes shall be reported out to the Executive Board via email and posted to the membership on the website within 72 hours of being taken.

Should the Officers and the Delegates present at the Executive Board Meeting where there was no quorum decide to discuss issues, the meeting may continue informally and, Executive Board Members present may speak on the matters agendized, and take non-binding advisory votes to assist the Officers in determining their votes.

## **Article XI**

### **Trustees**

**Section 1: Composition** - There shall be seven (7) Trustees elected, whose primary function is to act as guardians of the welfare of the Local Union through their oversight duties. They are not officers or voting members of the Executive Board. They are an independent localwide body.

**Section 2: Eligibility and Term** - The Trustees shall be members in good standing, elected at the same time as the Local Union Officers and shall serve a term equal to that of the Officers.

**Section 3: Election of Trustees** - Five (5) Trustees shall be elected by Chapter members of the same regions described for regional Vice-Presidents. Two (2) Trustees shall be elected at-large from the general membership.

**Section 4: Duties of Trustees** - Trustees shall see that the officers fulfill their duties and obligations, that the Local Union's bylaws are followed, and that meetings are run in a respectful and orderly manner consistent with the International Union's Manual of Common Procedures governing debate (see Appendix #2).

They will ensure proper fiscal procedures are followed, perform spot audits of financial transactions, hiring practices, capital expenditures, expense reports according to a program/policy which will be developed by the Executive Board and themselves. They will review the annual audit and may require other audits, if serious necessity demands it.

They will report to the Membership and to the Executive Board on their activities and findings at least twice a year.

Trustees may be requested, by a Chapter or the President of the Local Union, to assist chapter leadership with voting and elections, or to help them understand and adhere to Local Union bylaws and policies.

The Trustees of the Local Union shall act as judge in all matters arising from the election procedures of the Local Union and shall hear all protests of an election. Members not satisfied with a ruling of the Trustees on an election matter may appeal such ruling to the International President within fifteen (15) days of the ruling.

The At-Large Trustees and/or Regional Trustees may be asked serve in various situations as judge/chair/facilitator where decisions are made regarding issues that come up in the course of Union business and activities, e.g. the At-Large Trustees shall serve as Chair and alternate on Trial Committees ruling on Member Against Member Complaints.

The At-Large Trustees and/or Regional Trustees, as appropriate, are asked to serve on various Committees to which they are appointed or which Local guidelines, policies, procedures, etc. name them as participants (e.g. the Localwide Bylaws Committee, Localwide Strike Hardship Committee and Chapter Hardship Action Teams as necessary).

## **Article XII**

### **Guidelines for Chapter Governance**

**Section 1: Establishment of Chapters** - The Executive Board of the SEIU Local 521 may establish chapters for particular units or groups of units that will be organized.

**Section 2: Chapter/Employer** - The Local Union has adopted, "one employer, one chapter," as its policy for creating unity and increasing the bargaining strength of each jurisdiction and of the Local. Chapters will comply with this policy by March of 2012. For the initial election, groups not already in compliance shall be considered one for purposes of Executive Board Delegate election only.

**Section 3: Chapter Bylaws** - Chapters may adopt and amend their own bylaws, subject to the approval of SEIU Local 521's Executive Board and the International President.

Chapter bylaws will be reviewed by a sub-committee of the Executive Board. All Chapter Bylaws are autonomous but they may not conflict with and are subordinate to these SEIU Local 521 Constitution and Bylaws. All Chapter Bylaws must declare this subordination and must meet all requirements of the Local's and International's governing documents.

Any Chapter willfully neglecting to enforce the provisions of the Constitution and Bylaws shall be subject to suspension or revocation of its charter or such other sanctions as may be determined by SEIU Local 521's Executive Board.

**Section 4: Membership Meeting Requirements** - Meetings of the membership in a division, chapter or worksite must occur at least once every two months, except during the months of July and August.

## Article XIII

### Strikes

Members in good standing will have the right to vote on a strike recommendation. Chapter bylaws must include how these votes are to be taken.

No chapter of this Local Union shall strike without previous notification of the International President, or, where prior notice is not practicable, without notification as soon as possible after commencement of the strike, in which this Union has stated that it has complied with all applicable notice requirements. If this Union fails to give such notice, the International Union President may withhold sanction for any strike called by the Local Union.

## Article XIV

### Good and Welfare Fund

**Section 1: Mission/Purpose** - The mission of the Local 521 Good and Welfare Fund is to identify, cultivate and provide resources that will aid or improve the quality of life of the membership and the communities we live in.

**Section 2: Goals of the Good and Welfare Fund** - To make a difference in the community by contributing time, talents or monetary resources.

1. Encourage community among ourselves and those we serve
2. Educate and increase the awareness of local community needs
3. Encourage self-sufficiency and well-being among those in need
4. Promote volunteerism and effective Union philanthropy
5. Build a network in the community that is a catalyst for positive change
6. Provide funds to members in need
7. Provide contributions to members or their immediate family in times of undue hardship

**Section 3: Good and Welfare Committee** - The purpose of the Good and Welfare Committee shall be to accomplish the stated goals of the Good and Welfare Fund. The Good and Welfare Committee shall be comprised of at least three (3), but no more than ten (10) volunteer members, approved by the Executive Board. Each committee member shall be from a different chapter of the Local with the goal of including all Local 521 jurisdictional Vice Presidential regions on the committee.

## Article XV

### Adoption, Amendments and Compliance

**Section 1: Adoption** - The Constitution and Bylaws of SEIU Local 521 may be ratified by a majority of those voting in a regular or special membership election of this Local Union, provided that proper notification to all members has been given at least thirty (30) days prior to the commencement of balloting.

**Section 2: Amendment** - A vote on a proposed amendment to these bylaws will be scheduled by the Executive Board for the next feasible regular or special membership election, after such proposed amendment is recommended by a two-thirds (2/3) vote of the Executive Board or a petition in favor of a proposed amendment with valid signatures of ten percent (10%) of Local members is submitted to the President. Validation of petition signatures will be completed within thirty (30) days of submission.

**Section 3: Subordination of Bylaws and Amendments** - No provision of or amendment to these bylaws shall be valid or become effective until approved by the International Union. The Constitution and Bylaws of this Local Union shall at all times be subordinate to the International Constitution and Bylaws, as it may be amended. If any conflict should arise between the Constitution and Bylaws of this Local Union or any amendments thereto, and the International Constitution and Bylaws or any amendments thereto, the provisions of the International Constitution and Bylaws shall control.

**Section 4: Compliance with Federal and State Laws and Regulations** - This Local shall comply with all governing Federal and State laws and regulations.

## Article XVI

### Financial Assets of the Union

**Section 1: Required Records** - Records pertaining to Union income, disbursements and financial transactions shall be kept for a period of at least six (6) years or longer if required by applicable law. SEIU Local 521 shall pay per capita tax to the International Union for any person from whom the Union receives revenue, whether called dues or otherwise. SEIU Local 521 shall likewise pay any other obligations due to the International Union and it shall have no right to pay any bills until it pays its full obligations to the International Union for each month.

**Section 2: Audit Requirement** - There shall be an independent annual audit by a Certified Public Accountant and the report shall be submitted to the Executive Board.

**Section 3: Transfer of Property** - All officers shall deliver to their respective successors at the conclusion of their term of office, all property in their possession belonging to SEIU Local 521.

All the funds and property of SEIU Local 521 shall be deemed held in trust for the benefit of the members to be used in accordance with the direction of the membership and the Executive Board.

**Section 4: Bonding** - SEIU Local 521 shall secure and maintain surety bonds in the amounts and form required by applicable statutes.

## **APPENDIX #1**

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

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

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

- The right to have work that is worthwhile to society, personally satisfying to the worker, and which provides a decent standard of living, a healthy and safe workplace, and the maximum possible employment security.
- The right to have a meaningful and protected voice in the design and execution of one's work and in the long-term planning by one's employer as well as the training necessary to take part in such planning.
- The right to fair and equitable treatment on the job.
- The right to share fairly in the gains of the employer.
- The right to participate fully in the work of the union on the scope, content and structure of one's job.
- The responsibility to participate in the union's efforts to establish and uphold collective principles and values for effective workplace participation.
- The responsibility to recognize and respect the interests of all union members when making decisions about union goals.
- The responsibility to be informed about the industry in which one works and about the forces that will affect the condition of workers in the industry.
- The responsibility to participate fully in the union's efforts to expand the voice of workers on the job.
- The responsibility to give fully and fairly of one's talents and efforts on the job and to recognize the legitimate goals of one's employer.

## APPENDIX #2

### DEBATE - from SEIU International Bylaws

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.

## APPENDIX #3

### **SEIU LOCAL 521 Unified Dues Structure**

*Adopted November 20, 2009*

1. Local 521 shall have one unified dues rate for all full members at the end of a transition period as described below. (We will consolidate the 5 separate dues rates we now have).
2. Local 521 will have no dues cap at the end of said transition period.
3. The minimum dues rate for regular members will be set at fifty cents above the per capita dues payments (including the Unity fund payment where applicable) required by the International Union. In 2009, that equates to dues of \$13.15 for members earning gross wages equal to or greater than \$433 per month. For those earning less than \$433 per month that equates to dues of \$8.15/month.

#### **For all other members the dues rate shall be set as follows:**

- a. Effective January 1, 2010, all members shall pay 1.4% of gross wages as dues. Members of the former SEIU Local 700 who have been subject to a dues cap shall have that cap increase to \$60/month dues on this date.
- b. Effective January 1, 2011, all members shall pay 1.45% of gross wages as dues. Members of the former SEIU Local 700 who have been subject to a dues cap shall have that cap increase to \$90/month dues on this date.
- c. Effective January 1, 2012, all members shall pay 1.5 % of gross wages as dues. Members of the former SEIU Local 700 shall no longer be subject to a dues cap on this date. Any chapter that has not received a negotiated general wage increase since before January 1, 2010 shall remain at the 1.45% dues rate until such increase occurs.
- d. The dues rate for Retiree Members shall be \$5.21 per month and entitles them to vote as defined in the Local Union bylaws. Active members who retire and wish to retain regular member status will pay the minimum dues of a regular member.
- e. The dues for members who have been laid off shall be \$2 per month, effective January 1, 2010. Workers shall remain eligible for membership as laid off workers for as long as they are on a valid re-employment list in a bargaining unit represented by Local 521. Local 521 will pay the dues for laid off workers for the first 6 months that they are in layoff status.

- f. Employees of Local 521 are eligible to join the union as Staff members, paying full dues. They will have the right to vote in all elections and limited eligibility to run for office, Chief Elected Officer only, and delegate to local, national, and international conventions.
- g. Workers who are on an unpaid leave of absence shall be charged the minimum membership dues of the Local Union if they wish to maintain membership in good standing.
- h. A category of Life Member will be included; retired members over the age of 75 (age mandated by the International Union) who have been paying dues continuously to the Local Union either as a Regular or Retired Member, for at least ten (10) years. They shall have no dues obligation and will enjoy all the benefits and privileges of Retired Members.
- i. The Executive Board of the Union is vested with the authority to grant organizing committee member status to any worker or group of workers who is engaged in a representational organizing process with Local 521, in accordance with the bylaws of the International Union, and is empowered to set a dues rate for those members. Full dues shall not be required of workers engaged in an organizing effort with the Local Union until a first contract has been ratified and they become regular members.
- j. The Executive Board of the Local Union shall have the authority to negotiate an interim dues rate with any organization or association that is affiliating with or joining Local 521, provided that such interim dues rate shall not last for more than 36 months before it is normalized to the basic dues rate as set above (in first three bullets, according to applicable date at time interim dues expires).
- k. No member of Local 521 shall be assessed any initiation fee.
- l. The dues policy of Local 521 may only be changed by a majority vote (more than 50% of those members voting) of the general membership. Such election must be run in a matter that complies with Local 521 bylaws, the SEIU International bylaws and all applicable Federal and State law.

## **APPENDIX #4**

### **SEIU CODE OF ETHICS AND CONFLICT OF INTEREST POLICY**

#### **PART A: PREAMBLE**

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

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

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

In particular, SEIU is committed to providing meaningful paths for member involvement and participation in our Union. The SEIU Member Bill of Rights and Responsibilities in the Union is a significant source of SEIU members' rights and obligations. Its exclusive enforcement through the procedures set forth in Article XVII of the SEIU Constitution and Bylaws reflects a commitment to the democratic principles that have always governed SEIU. Article XVII's numerous protections

against arbitrary or unlawful discipline of members also form an essential ingredient of the democratic life of the Union. Similarly, the requirement that Affiliates provide for regular meetings of the membership, set forth in Article XV, Section 5 of the Constitution, is another important element in the democratic functioning of SEIU. Finally, the provisions against discrimination and harassment on the basis of race, creed, color, religion, sex, gender expression, sexual orientation, national origin, citizenship status, marital status, ancestry, age and disability contained in Article III, Section 4 of the SEIU Constitution and in the Constitutions and Bylaws of Affiliates, the SEIU Anti-discrimination and Anti-Harassment Policy and Procedure, and similar policies of Affiliates forbid conduct in violation of SEIU's historic belief that our strength comes from our unity and diversity and that we must not be divided by forces of discrimination.

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

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

**SECTION 1. *Applicability to International Union.***

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

**SECTION 2. *Applicability to SEIU Affiliates.***

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

- (a) Each Affiliate shall ensure that the Code extends to all employees as soon as practicable but in no event later than the end of 2020.

- (b) Each Affiliate shall append or attach the Code in its entirety to its Constitution and Bylaws at its next and all future publications.
- (c) Wherever reference herein is made to SEIU or an SEIU program, department or position, the corresponding reference is to the particular Affiliate or its equivalent program, department or position.
- (d) Each Affiliate is responsible for enforcing the Code and educating its covered individuals on the Code in a manner consistent with the Code's terms, subject to assistance and oversight from SEIU.
- (e) The Code is not intended to restrain any Affiliate from adopting higher standards and best practices, subject to the approval of the SEIU Ethics Ombudsperson.

## **PART B: GENERAL OBLIGATIONS**

### **SECTION 3. *Obligations of Covered Individuals***

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

## **PART C: BUSINESS AND FINANCIAL ACTIVITIES**

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

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

### **SECTION 5. *Prohibited Financial Interests and Transactions.***

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

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

- (c) It is not permissible for any covered individual to:
  - (1) Knowingly have a substantial ownership or financial interest in any entity that engages in collective bargaining with SEIU or any of its Affiliates;
  - (2) Make or attempt to influence or participate in any way in a decision concerning the relations of SEIU or an Affiliate with a vendor, firm or other entity or individual in which the covered individual or his or her relative, spouse or business partner has a substantial ownership or financial interest; or
  - (3) Engage in any self-dealing transactions with SEIU or any of its Affiliates, such as buying property from or selling property to SEIU, without the informed approval of the International Secretary-Treasurer (or Affiliate Secretary-Treasurer, as applicable), obtained after full disclosure, including an independent appraisal of the fair market value of the property to be bought or sold.
- (d) To ensure compliance with this Section, covered individuals are required to disclose any interests, transactions or interests covered by this Section in accordance with Section 3(b) of this Code.

**SECTION 6. *Payments and Gifts from Employers, Vendors and Members.***

- (a) Covered individuals shall not knowingly accept any payments, benefits or gifts of more than minimal financial value under the circumstances presented from any employer that engages or seeks to engage in collective bargaining with SEIU or an Affiliate, or from any business or professional firm that does business or seeks to do business with SEIU or an Affiliate.
  - (1) This Section does not extend to payments and benefits that are provided to covered individuals by prohibited employers as compensation for their primary and regular employment.
  - (2) This Section does not extend to work and services that covered individuals perform for prohibited employers or businesses on a part-time basis, through an arm's length transaction and for normal and customary pay for such work or services.
  - (3) This Section does not extend to participation in events hosted by public officials involving discussion of public policy matters.

- (4) With respect to perishable items that are more than minimal but that are impracticable to return, such as food, it shall be considered compliance with this Section to discard such an item or place it in a common area for members and office staff to enjoy. If the gift is discarded or enjoyed communally, it is recommended that the giver should be advised of this Disposition to dispel the appearance of any conflict of interest on the part of any covered individual and to discourage recurrence.
  
- (b) Covered individuals shall not knowingly accept personal payments or gifts from any member, absent a personal relationship independent of the relationship between the Union and the member, other than a gift of minimal financial value. This provision does not apply to contributions to campaigns for union office made in accordance with the SEIU Constitution and Bylaws.

**SECTION 7. *Conversion of Union Funds and Property.***

Covered individuals shall not use, convert or divert any funds or other property belonging to SEIU to such individual's personal benefit or advantage.

**SECTION 8. *Applicability to Third Parties.***

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

**SECTION 9. *Certain Loans Prohibited.***

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

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

**SECTION 10. *Obligations of Covered Individuals.***

(a) **Benefit Funds.**

- (1) For purposes of this Section:
  - a. A "benefit fund or plan" means a retirement, health or welfare benefit fund or plan sponsored by SEIU or an Affiliate, or in which SEIU or an Affiliate participates.
  - b. The definition of "substantial ownership or financial interest" provided in Section 5 applies.
  
- (2) Covered individuals who serve in a fiduciary position with respect to or exercise responsibilities or influence in the administration of a benefit fund or plan shall not:

- a. Have any substantial financial interest in, or any compromising personal ties to, any investment manager, insurance carrier, broker, consultant or other firm or individual doing business or seeking to do business with the fund or plan;
  - b. Accept any personal payment from any business or professional firm that does business or seeks to do business with the fund or plan, other than contractual payment for work performed; or
  - c. Receive compensation of any kind for service as an employee representative or labor-designated trustee for a fund or plan, except for reimbursement of reasonable expenses properly and actually incurred and provided uniformly to such representatives or trustees, with the proviso that it is not a violation of this provision for an officer or managerial employee who is not a full-time employee of SEIU or an Affiliate to be a lawfully paid employee of a fund or plan if such employment is consistent with applicable legal restrictions and fully disclosed through appropriate reports.
- (3) To ensure compliance with this Section, all covered individuals shall disclose any interests, transactions or relationships covered by this Section in accordance with Section 3(b) of this Code.
- (4) No person shall serve in a fiduciary capacity or exercise responsibilities in the administration of a benefit fund or plan who has been convicted of any felony involving the infliction of grievous bodily injury or the abuse or misuse of such person's position or employment in an employee benefit plan to seek or obtain an illegal gain at the expense of the beneficiaries of the employee benefit fund or plan, except for the limited exceptions set forth in applicable federal law.

(b) **Related Organizations.**

- (1) For purposes of this Section, an organization "related to" SEIU or an Affiliate means an organization
- in which 25 percent or more of the members of the governing board are officers or employees of SEIU or an Affiliate; or
  - for which 50 percent or more of its funding is provided by SEIU or an Affiliate.
- (2) Covered individuals who serve in a fiduciary position with respect to or exercise responsibilities or influence in the administration of an organization related to SEIU shall comply with the provisions and shall hold themselves to the standards of the SEIU Code while they are acting for or on behalf of the related organization.

## **PART E: FAMILY AND PERSONAL RELATIONSHIPS**

### **SECTION 11. *Purpose of Rules Governing Family and Personal Relationships.***

SEIU does not prohibit the employment of qualified relatives of current officers or employees, or of individuals with whom an officer or employee has a romantic or intimate personal relationship. SEIU also does not prohibit the retention of qualified vendors that employ relatives of current SEIU officers or employees or individuals with whom an officer or employee has a personal relationship.

However, SEIU recognizes that the existence of such relationships can lead to problems, including favoritism or the appearance of favoritism toward relatives or those who are involved in a personal relationship. Giving these individuals special treatment -or creating the impression that they receive special treatment - is inconsistent with our principles of stewardship and accountability and with our duty to responsibly conduct the business of SEIU. The provisions of this PART are designed to ensure that family or personal relationships do not influence professional interactions between the employees involved and other officers, employees and third parties.

### **SECTION 12. *Definitions.***

For purposes of this PART:

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

### **SECTION 13. *Prohibited Conduct.***

The following general principles will apply:

- (a) Applications for employment by relatives and those who have a personal relationship with a covered individual will be evaluated on the same qualification standards used to assess other applicants. Transmission to the appropriate hiring authority of applications on behalf of individuals who have a family or personal relationship shall not in itself constitute an attempt to influence hiring decisions. Further input into the application process, however, may be deemed improper.

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

## **PART F: ENFORCEMENT**

### **SECTION 14.** *Ethics Officer.*

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

### **SECTION 15.** *Ethics Ombudsperson.*

The office of SEIU Ethics Ombudsperson is established to oversee implementation and enforcement of the Code and ongoing efforts to strengthen the ethical culture throughout the Union. The Ethics Ombudsperson is responsible for providing assistance to the International Union and Affiliates on questions and concerns relating to the Code and ethical culture; directing the training of SEIU and Affiliate officers and staff concerning the Code and ethical culture; responding to ethics concerns and complaints consistent with Sections 17-23; receiving and resolving disclosures of conflicts of interest; assisting the Ethics Officer; and providing other support as necessary to the overall SEIU ethics program. The Ethics Ombudsperson, in consultation with the Ethics Officer, shall issue a report to the SEIU International Executive Board

annually, summarizing compliance, training, enforcement, culture building and related activities, and making recommendations for modifications to the ethics program that he or she believes would enhance the program's effectiveness. The Ethics Ombudsperson may also conduct periodic reviews for the purposes of monitoring compliance with this Code and determining whether partnerships, joint ventures, and arrangements with management organizations conform to this Code, are properly recorded, reflect reasonable investment or payment for goods and services, further SEIU's tax-exempt purposes, and do not result in inurement, impermissible private benefit, or excess benefit transactions. The Ethics Ombudsperson shall be employed in the SEIU Legal Department.

**SECTION 16. *Affiliate Ethics Liaison.***

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

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

**SECTION 17. *Complaints.***

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

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

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

**SECTION 19. *Complaints Handled by Affiliate; Notice to Ethics Ombudsperson.***

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

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

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

**SECTION 21. *Original Jurisdiction.***

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

Affiliate or the International Union. In his or her discretion, the International President may refer the matter to the Ethics Officer for a recommendation concerning the possible assumption of original jurisdiction.

**SECTION 22.** *Referral of Formal Charges to Ethics Officer.*

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

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

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

**PART G: PROTECTION OF WHISTLEBLOWERS**

**SECTION 24.** *Confidentiality.*

SEIU will make all reasonable efforts to keep confidential the identity of any person(s) raising an ethics concern, inquiry, report or complaint under the Code unless disclosure is authorized by the complainant or is required for SEIU to carry out its fiduciary or legal duties. SEIU will also treat communications concerning ethics complaints or concerns with as much confidentiality and

discretion as possible, provided that it remains able to conduct a complete and fair investigation, carry out its fiduciary and legal duties, and review its operations as necessary.

**SECTION 25. *No Retaliation.***

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

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

**SEIU Local 521**

***Provisional Bylaws Adopted by Membership 11-20-2009***

***Amended Bylaws Adopted by Membership 01-23-2013***

***Amended Bylaws Adopted by Membership 01-14-2016***

***Amended Bylaws Adopted by Membership 01-31-2017***

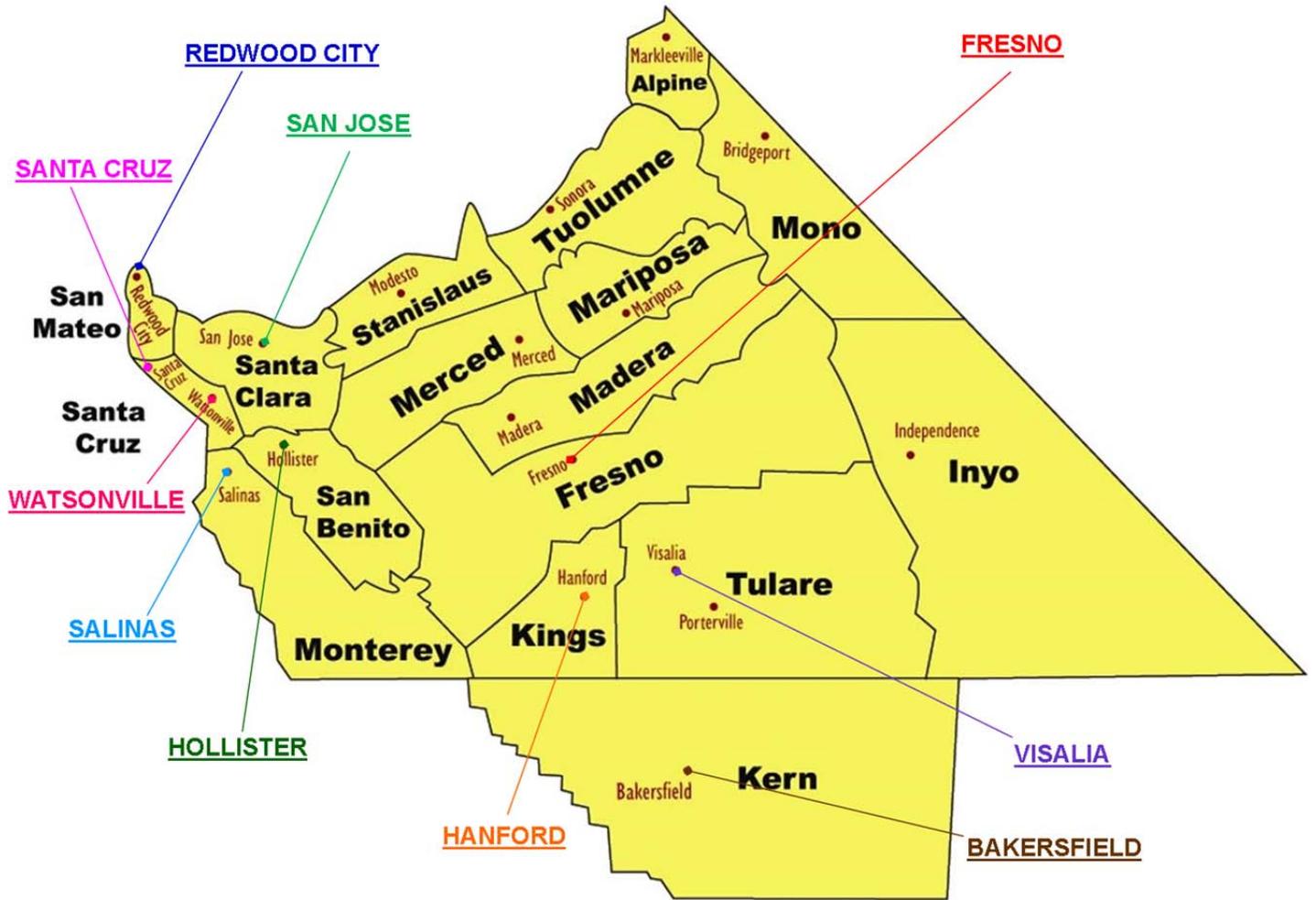
# ***Our Vision & Core Principles***

**SEIU Local 521 envisions a future where all families have:**

- ❖ Quality, lifelong Health Care**
- ❖ Safe, secure, and meaningful employment**
- ❖ A powerful voice at work**
- ❖ Access to lifetime learning**
- ❖ A healthy, sustainable environment**
- ❖ Safe, affordable housing, and**
- ❖ A dignified retirement**

**We make this our future by building a powerful, democratic union that champions quality community services, and empowers the people who provide them.**

# SEIU Local 521 Counties & REGIONAL OFFICES



# SEIU 521 Offices

<b>Bakersfield</b> 1001 17th Street Bakersfield CA 93301 P: (661) 321-4160 F: (661) 325-7814	<b>Fresno</b> 5228 E. Pine Avenue Fresno CA 93727 P: (559) 447-2560 F: (559) 261-9308	<b>Hanford</b> 101 N. Irwin Street Suite 205 Hanford CA 93230 P: (559) 587-1521 F: (559) 587-1524	<b>Redwood City</b> 558 Brewster Ave, Suite 100 Redwood City CA 94063 P: (650) 801-3500 F: (650) 595-1930
<b>Salinas</b> 334 Monterey Street Salinas CA 93901 P: (831) 784-2560 F: (831) 757-1863	<b>San Jose</b> 2302 Zanker Road San Jose CA 95131 P: (408) 678-3300 F: (408) 954-1538	<b>Santa Cruz</b> 517B Mission Street Santa Cruz CA 95060 P: (831) 824-9255 F: (831)459-0756	<b>Visalia</b> 1811 W. Sunnyside Avenue Visalia CA 93277 P: (559) 635-3720 F: (559) 733-5006