

# SEIU LOCAL 284 Constitution and Bylaws

## ARTICLE I Recognition

**Section 1** This organization shall be known as SEIU School Service Employees Local 284, of the Service Employees International Union, and herein referred to as Local Union.

## ARTICLE II Jurisdiction and Object

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

**Section 2** The object of this Local Union shall be to develop a closer union and more complete organization of all wage earners under its jurisdiction, and to assist its members in obtaining adequate compensation for their labor and the general improvement of the conditions under which they work. It shall be the object and duty of this Local Union to organize its jurisdiction completely and fully.

## ARTICLE III Membership

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

**Section 2** There shall be no discrimination against any member, or any applicant for membership by race, creed, color, religion, sex, sexual orientation, national origin, citizenship status, marital status ancestry, age, or disability.

## ARTICLE IV Officers and Executive Board

**Section 1** The officers of this Local Union shall consist of an Executive Director, President, two (2) Vice-Presidents, three (3) Trustees, a Sergeant-At-Arms, five (5) Members-At-Large and a Senior Member. Retired officers shall be referred to as "Emeritus" as long as they are a member of the Local Union. "Officers Emeritus" do not receive a salary but shall have the same rights and obligations of other retired members and shall serve as non-voting advisors to the Executive Board.

**Section 2** The elected officers of the Local Union shall make up the Executive Board of the Local Union. It shall be their responsibility to meet at such times and places as determined by the President and to consider such issues that may require expeditious handling and issues requiring in-depth review. All minutes of the Executive Board shall be reported to the membership at the next two (2) general member meetings. The Executive Board shall be vested with such authority as is necessary to resolve issues of concern to the Local Union and shall have authority to dispense funds as it sees fit to meet the current needs of the Local Union. The President shall be presiding officer of the Executive Board.

Meetings of the Executive Board shall be open to members in good standing, except when the Executive Board meets in Executive Session. In the event an elected officer is absent from two (2) consecutive meetings of the Executive Board without an excused absence, granted by the Executive Board, that office shall be declared vacant and filled pursuant to the provisions of the constitution for the period of the unexpired term. Members of the Executive Board by virtue of their office are also members of the Leadership and Representative Assembly.

**Section 3** The Executive Board may increase the number of officers, subject to ratification by the members at a regular meeting.

## ARTICLE V Nomination and Election of Officers

**Section 1** The officers shall be nominated at the regular monthly meeting in October, and elected by secret mail ballot. The tally of votes will be announced at the meeting in November and the newly elected officers shall be administered the Installation Obligation set forth in the International Constitution and Bylaws and shall perform their official duties immediately. All terms of officers shall be for (3) years. Officers elected and qualified shall hold office until their successors are duly elected and installed. No member shall be eligible to hold more than one of the elected offices in Section 1 of Article IV at a time.

**Section 2** Any nominee who is unopposed shall be deemed elected without the necessity for further procedures.

**Section 3** No person who has been convicted of a felony as defined in Section 504 of the Landrum-Griffin Act (or an indictable offense in Canada) shall in accordance with the provisions of applicable law be eligible to hold office in this Local Union.

**Section 4** No candidate (including a prospective candidate) for any office in this Local Union or affiliated body or supporter of a candidate may solicit or accept financial support or any other direct or indirect support, of any kind from any non-member of the International Union.

**Section 5** No member shall be eligible for nomination or election to the office of Trustee or Member-At-Large unless the member is actively employed under a collective bargaining agreement in the Local Union's Jurisdiction at the time of the election. Any member may be nominated and elected to the office of Executive Director, President, Vice-President and/or Sergeant-At-Arms. No member shall be eligible for nomination or election to the office of Senior Member unless the member is retired from active employment in this Local Union's Jurisdiction. No member shall be eligible for nomination or election as an officer in this Local Union unless he or she has been two (2) years a member immediately preceding the nomination and continuously in good standing of this Local Union and is paying at least the minimum dues required for working members or retiree dues in the case of retired members.

**Section 6** All nominations for officers of this Local Union shall be made in open meetings. All nominations shall be in writing, designating the name of the person nominated, the office for which nominated and the nominee's program of goals and objectives for the office being sought. The candidate must be personally present to accept the nomination or have submitted a written signed and notarized statement of his or her acceptance prior to the nominations meeting. Election shall be by secret mail ballot. Write-in candidates and proxy voting shall not be permitted. A brief profile by each candidate of 100 words or less will be mailed out with the ballots. If the candidate desires to take advantage of this option the candidate must submit their profile in the union office no later than 4:00 P.M. on the Monday following nominations.

**Section 7** No Local Union money, supplies or facilities are to be used by any member to campaign for election to any office or to campaign for or against any member who is seeking election to any office in this Local Union, except as referenced in Article V, Section 6. The Local Union will comply with all reasonable requests of any candidate to distribute campaign literature to the membership at the candidate's expense pursuant to applicable law.

**Section 8** Before a vote is taken, it shall be the duty of the President to appoint an election board in a

number sufficient to meet the need to count the ballots, and who are not candidates to an office. Each candidate will be permitted one observer who is not a candidate for office. Tellers and observers shall be compensated at the regular meeting rate. The President shall announce the results of the election at the November meeting.

**Section 9** The elections shall be decided for the candidate or candidates receiving the most votes.

**Section 10** All ballots must be returned by U.S. Mail as prescribed in the election notice. No other form of conveyance will be allowed. Only single ballots in double sealed envelopes may be tabulated and only those envelopes bearing the signature of the eligible voter on the outer envelope will be accepted. Signatures will be checked against the union membership card at random in the union office to determine authenticity. Ballots will only be mailed to union members who are recorded as being current, with their union dues in the union office on the date of the mailing.

**Section 11** Upon the death, resignation or removal for cause of any officer it shall be the duty of the President to appoint an officer to fill the unexpired term, subject to ratification by the membership at the next meeting. The installation of a new officer shall take place immediately.

**Section 12** All officers and employees handling any monies of this Local Union shall be bonded. Said bond or bonds to be procured immediately upon assuming office or employment. The premiums to be paid for by this Local Union. The International Secretary-Treasurer of the International Union may direct the increase or decrease in the amount of the bond when the International Secretary Treasurer deems it advisable.

## ARTICLE VI LEADERSHIP & REPRESENTATIVE ASSEMBLY

**Section 1** The elected leaders of this Local Union shall convene in a representative assembly at least three(3) times per calendar year at such time and place as determined by this Local Union. The Leadership and Representative Assembly shall be chaired by the Executive Director and shall set the budget and strategic plan of this Local Union and approve the salary system and benefits for its officers, agents and employees. There shall be a general member meeting in conjunction with the Leader & Representative Assembly where decisions of the Leader & Representative Assembly will be reported to the General Membership and voted on.

**Section 2** The basis of representation shall be one leader for every Bargaining Unit of 100 members or less, and one additional leader for every additional 100 Bargaining Unit members or fraction thereof. For the purpose of voting, the computation of membership for a Local Union Bargaining Unit shall include members in good standing and excluding fair share fee payers. Elected leaders should serve a two (2) year term.

**Section 3** In addition to the leaders elected in Section 2, the Local Union retired members group of more than 100 members shall be entitled to one retired member leader who shall serve with a voice and a vote at the representative assembly. Only retired members who have been members in good standing for 60 days prior to the representative assembly as either members, retired members, or who were life members prior to May 2000 of the Local Union shall serve as a retired member leader. The retired member leader shall not be permitted to vote on dues.

**Section 4** Members will be sent a written notice of the Leadership & Representative Assembly at least thirty (30) days prior to the scheduled meeting. The

Leadership Assembly shall also be placed on the Local Union web site calendar thirty (30) days prior to said meeting date. Leaders representing one-fourth of the votes entitled to be cast at the Representative Assembly shall constitute a quorum for the transaction of business.

## ARTICLE VII Duties of Officers

**Section 1 Executive Director** The Executive Director shall be the chief officer of the Local Union and shall advise, direct, guide and effectuate programs that will meet the needs of the Local Union. The Executive Director shall be elected for a term of three (3) years pursuant to Article V, Section 1. It shall be the duty of the Executive Director to hire personnel. If it should become necessary to terminate personnel of the union, the Executive Director shall have that authority also, subject to ratification by the Executive Board. The Executive Director shall designate staff to negotiate all contracts and agreements in conjunction with the elected Steward(s) and elected negotiating committee subject to the mandate of the membership, and to sign them on behalf of this Local Union. The Executive Director shall see that all grievances when submitted are handled prudently and shall keep a correct record of all communications and contracts for the benefit of this Local Union. In the absence of a Steward at any Local Union Bargaining Unit meeting, the Executive Director or designated staff person will conduct the meeting according to the rules. The Executive Director will maintain a petty cash fund not to exceed fifty dollars (\$50.00) and shall submit vouchers to the Local Union monthly on expenditures with final approval by the Trustees at their audit. The Executive Director shall also preside at general meetings in absence of both the President and Vice-Presidents.

The Executive Director shall be empowered to arrange for legislative assistance. The Executive Director and such members of the Executive Board, the membership and/or staff as the Executive Director may designate shall be authorized to travel and to attend such meetings and seminars as the Executive Director determines to be for the benefit of the Local Union and its affiliated members and the Local Union shall pay the expense incurred therefore.

It shall be the duty of the Executive Director to keep a correct and impartial account of the proceedings of each general member meeting of the Local Union and Executive Board meeting. The Executive Director shall notify the International Secretary-Treasurer of the International Union of the names and addresses, with proper ZIP codes, of all officers elected to office within fifteen (15) days after the election. The Executive Director shall be responsible for all financial records and transactions. The Executive Director shall collect all dues and other revenues of this Local Union and, upon request, issue official receipts for same, and notify all suspended members two (2) months in arrears of the amount of their indebtedness. It shall be the duty of the Executive Director to announce receipts and disbursements at each meeting; the Executive Director shall deposit all monies in a financial institution recommended by the Trustees; keep a correct record of all dues, payments, and all other money received and expended; submit financial statements quarterly at the membership meeting of this Local Union, pay all bills ordered by the Local Union; the Executive Director shall submit all books and receipts to the Trustees for their audit and approval when called upon to do so, and at the expiration of the Executive Director's official term of office shall turn over to the successor all monies and property of the Local Union that may be in the Executive Director's possession. All funds shall be deposited in a financial institution in the name of the Local Union, and all checks must be signed by the Executive Director and countersigned by one other

person as designated by the Executive Board. The Executive Director shall keep all membership records and application cards and a record of all members admitted by initiation or otherwise, as well as rejections and suspended or expelled members. The Executive Director shall send to the International Union an accurate record of all dues, payments, and other revenue and shall forward to the International Secretary-Treasurer of the International Union the correct names and addresses with proper ZIP codes and social security number of all members initiated or readmitted, and of all other persons from whom revenue is derived, as well as those suspended for non-payment of dues or for any other cause; also a correct list of those who take a transfer or withdrawal card. The Executive Director shall promptly forward to the International Secretary-Treasurer copies of all annual audit reports and copies of all financial reports setting forth a statement of liabilities and a statement of receipts and disbursements which are required by law. It shall be the duty of the Executive Director to serve as a delegate to appropriate assemblies as required. The names and addresses and Social Security number (including e-mail address and phone number, if available) of all members should also be sent to state council with which this Local Union is affiliated.

**Section 2 President** The President shall be elected for a term of three (3) years pursuant to Article V, Section 1. It shall be the duty of the President to preside at all meetings of this Local Union and conduct same in accordance with Parliamentary Rule and in conformity with this Constitution and Bylaws and the International Constitution and Bylaws; to execute the laws and order thereof; to vote on all questions where it is necessary, to appoint all committees unless otherwise provided for, of which committees the President shall be ex-officio a member. The President shall, when authorized by the Local Union, have the full power and authority to sign all contracts and agreements or any other documents for or in behalf of the Local Union. It shall be the duty of the President to serve as a delegate to appropriate assemblies as required.

**Section 3 Vice-Presidents** The Vice-Presidents shall be elected for a term of three (3) years pursuant to Article V, Section 1. There shall be two (2) Vice-Presidents. The first Vice-President shall be a member of the Executive Board and perform the duties of the President in the absence of that officer. The second Vice-President shall be a member of the Executive Board and perform the duties of the first Vice-President in the absence of that officer. It shall be the duty of the Vice-Presidents to serve as delegates to appropriate assemblies as required.

**Section 4 Trustees** Three (3) Trustees shall be elected for a term of three (3) years, with a Trustee elected each year pursuant to Article V, Section 1. The Trustees shall see to it that all funds other than fifty dollars (\$50.00) held by the authorized employees to pay immediate demands upon the Local Union, are placed in a proper financial institution in accordance with the provisions of this Constitution and Bylaws. It shall be the further duty of the Trustees to supervise all funds, bonds, properties, securities and investments of this Local Union, subject to the instructions from this Local Union; to inform the financial institution officials as to the proper signatures on checks issued by the Local Union. They shall prepare and execute the bonds of the officers with a licensed surety company. It shall be their duty to recommend such measures as will safeguard the funds of this Local Union. It shall be the duty of the Trustee to serve as delegates to appropriate assemblies as required.

**Section 5 Sergeant-At-Arms** The Sergeant-At-Arms shall be elected for a term of three (3) years pursuant to Article V, Section 1. The Sergeant-At-Arms shall attend the door and register all members attending the meeting of the Local Union, assist the

President when called upon in preserving order, and perform such duties as may pertain to the Sergeant-At-Arms office or which the Local Union or the President may direct; allow no person to enter who is not a member in good standing or to retire from the meeting without permission from the Vice-President. It shall be the duty of the Sergeant-At-Arms to serve as a delegate to appropriate assemblies as required.

### **Section 6 Members-At-Large** Five (5)

Members-At-Large shall be elected for a term of three (3) years, with at least one (1) Member-At-Large elected each year pursuant to Article V, Section 1. The Members-At-Large shall be members of the Executive Board and shall serve as delegates to appropriate assemblies as required.

**Section 7 Senior Member** The Senior Member shall be elected for a term of three (3) years pursuant to Article V, Section 1. The Senior Member shall be a member of the Executive Board, is the Chair of the Senior Member Committee and shall serve as a delegate to appropriate assemblies as required.

**Section 8 Stewards** The Stewards of each individual Local Union Bargaining Unit shall be elected by the members in their Local Union Bargaining Unit. A Steward from each Local Union Bargaining Unit shall serve as a delegate to appropriate assemblies as required. The number of Stewards in each Local Union Bargaining Unit, their duties beyond those listed herein and remuneration shall be as determined by the Executive Board. All meetings within the Local Union Bargaining Unit shall be called by the Steward. It shall be the duty of the Steward and Local Union Bargaining Unit employees to duly elect a negotiating committee. The negotiating committee should be no larger than necessary but should have representation of each group of employees in the Local Union Bargaining Unit, but usually not to exceed five.

## ARTICLE VIII - Salaries

**Section 1** The salaries of the officers and employees shall be adjusted in accordance with previous general membership actions as amended. All past agreements previously approved, and presently in effect, by this Local Union relative to benefits of employees and officers of the Local Union shall be ongoing and irrevocable, subject only to modification by mutual agreement of the general membership at a regular meeting held in conjunction with the Leadership and Representative Assembly, the affected employee(s) and the Executive Board.

## ARTICLE IX Dues and Initiation Fees

**Section 1** The revenues of this Local Union shall be derived from initiation fees, monthly dues, fair share fees, and other applicable sources.

**Section 2** The term "dues" as used in this constitution and bylaws shall include the regular membership fees, fair share fees, initiation fees and readmission fees.

**Section 3** The initiation fee for membership in this union shall be established by the Executive Board and approved at a regular membership meeting and any increase shall be made in keeping with the provisions of applicable law. It may be waived or reduced at the discretion of the Executive Board when it is deemed advisable in connection with the organization of unorganized employees.

**Section 4** The minimum monthly membership dues of this Local Union are calculated annually using the basic formula approved by the general membership, as adjusted in accordance with changes mandated by the International Union. Each member must pay the dues or assessments of this Local Union on or before the last day of the month in which the same are due and the Local Union must remit the member's per capita tax to the International Union not later than the last day of the month following the payment by the member. A complete current dues schedule can be

obtained by contacting the union office.

**Section 5 Life Members** There shall be a category of Life Member for retired members who are 70 years of age or older, and who have been paying dues continuously to the Local Union, either as full members or retired members, for at least ten years immediately prior thereto. Life members shall have no continuing dues obligations, but they shall nonetheless be eligible to enjoy all the benefits and privileges of retired members in the International Union and the Local Union. The Life membership category was deleted from the International Constitution at the 2000 convention. Thus, the language contained in this Section will be deleted. However, any members that were life members prior to May 2000 will continue as life members.

**Section 6** Any member failing to pay dues of the Local Union on or before the last day of the month in which the same are due shall stand automatically suspended from membership in this Local Union, and from all rights and privileges of such membership. Any suspended member may be readmitted to membership within thirty (30) days after automatic suspension upon payment of back and current dues, but in no event shall such readmission restore any privileges, death gratuities or other benefits. Any member who has been in suspension for a period greater than thirty (30) days can be readmitted upon the payment of a readmission fee of one dollar (\$1.00) in addition to the amount of dues, but in no event shall such readmission restore any privileges, death gratuities or other benefits.

**Section 7** All members of the Local Union are under a positive duty to see that their dues are paid on or before the last day of the month in which the same are due at the office of the Local Union.

**Section 8** The failure of a Steward or any officer of the Local Union to appear to collect the dues shall not in any manner excuse the member from the obligations to pay their dues on or before their due date at the office of the Local Union.

**Section 9** At their request a member may be issued a withdrawal card only when leaving employment, provided all of their dues and assessments shall have been paid up to the date of their application of such withdrawal card. Members who work less than 12 months per year will not be issued withdrawal card for the months when they are not working.

**Section 10** A member taking out a withdrawal card from this Local Union shall be entitled to no benefits of any kind.

**Section 11** This Local Union shall pay per capita tax to the International Union for any person from whom the Local Union receives revenue, whether called dues or otherwise. This Local Union shall have no right to pay any bills before it pays its full obligation to the International Union each month.

**Section 12** All records of this Local Union pertaining to income, disbursements, and financial transactions of any kind, whatsoever, must be kept for a period of at least six (6) years or longer if required by applicable law.

## ARTICLE X Collective Bargaining

**Section 1** The authority to bargain collectively for the Local Union is vested in the designated staff, in conjunction with the elected Steward(s) and elected negotiating committee subject to the mandate of the membership.

**Section 2** The Steward solicits suggestions for new contract negotiations from union members in the Local Union Bargaining Unit and brings to the Local Union Bargaining Unit general membership a recommendation of the new proposals for their approval or revision.

**Section 3** The results of any collective bargaining negotiations shall be subject to ratification by the membership of the Local Union Bargaining Unit. Ratification votes must be by secret ballot if requested by any member of the Bargaining Unit. Members

must be present to vote unless those members that are present first vote to count absentee ballots, in which case only single absentee ballots enclosed in sealed envelopes with the member's signature on the envelope will be counted. There shall be no voting by proxy.

**Section 4** A true copy of all final agreements shall immediately upon execution be filed with the research department of the International Union.

**Section 5** The International Union shall be notified in writing when any collective bargaining negotiations or Memorandum of Understanding have been concluded and the number of employee's covered and the expiration date of the contract. Beginning in 2006, this Local Union shall forward to the International Secretary-Treasurer, by April 1 of each year, information and supporting documentation showing the average gross wage rate of its membership for the previous calendar year.

## ARTICLE XI Affiliations

**Section 1** This Local Union should affiliate with the appropriate Central Labor Body and the State Federation of Labor, where these exist, and shall affiliate with the appropriate Service Employees Joint Council, State Council, Conference, Division or Service Council as determined by the International Union.

## ARTICLE XII Charges and Appeals

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

**Section 1** Whenever charges are preferred against any member or officer of this Local Union, the charges shall be filed in writing in duplicate with the Executive Director. A written copy of such charges specifying the nature of the offense of which he or she is accused, shall be served by the Executive Director by registered mail or certified mail, and directed to the last known address of the accused, at least ten (10) days prior to the hearing upon the charges. Such charges shall be referred to the Executive Board which may hear the charges or appoint a hearing officer which shall have power to call witnesses and investigate and shall promptly report back to the Local Union with the findings and recommendations if any. The accused shall be given a full and fair hearing. The charges must specify the events or acts which the charging party believes constitute a basis for charges and must state which portion of this Constitution and Bylaws or which subsection of Article XVII, Section 1 of the International Constitution the charging party believes has been violated. If the charges are not specific, the trial body may dismiss the charges either before or at the hearing, but the charging party shall have the right to re-file more detailed charges which comply with this Section. No charges may be filed more than six (6) months after the charging party learned, or could have reasonably learned, of the act or acts which are the basis of the charges.

**Section 2** Any member under charges may have another member of this Local Union act or appear with them as counsel to represent them in the presentation of their defense.

**Section 3** Charges and the basis for charges shall be governed by the provisions of the constitution and bylaws of the International Union.

**Section 4** In the event disciplinary action is taken against the accused, appeals may be taken in accordance with the provisions of the Constitution and Bylaws of the International Union.

**Section 5** Subject to the provisions of applicable statutes, every member or officer of this Local Union against whom charges have been preferred and disciplinary action taken as a result thereof, or who claims to be aggrieved as a result of adverse rulings or decisions rendered against them agrees, as a condition of membership or affiliation and the continuation of

membership or affiliation, to exhaust all remedies provided for in the Constitution and Bylaws of the International Union and in these bylaws and further agrees not to file or prosecute any action in any court, tribunal or other agency until those remedies have been exhausted.

**Section 6** The Local Union Member Bill of Rights and Responsibilities in the Union contained in this Constitution and Bylaws shall be enforced exclusively through the procedures provided in this Article and any decision rendered pursuant to the procedures provided for herein, including any appeal, shall be final and binding on all parties and not subject to judicial review.

## ARTICLE XIII Strikes

**Section 1** A strike action cannot be commenced unless over 1/2 of the employees in the Local Union Bargaining Unit vote to strike. The strike vote shall be by secret ballot. Absentee ballots shall not be allowed. All members of a Local Union Bargaining Unit must hold picket duty in case of a strike. A strike may be settled by a majority vote of Local Union Bargaining Unit members attending a union meeting called for such a purpose. A strike requires previous notification to the International President, who shall have the right to veto any strike. If the International President has vetoed any such strike, this Local Union may not call the strike thus vetoed.

## ARTICLE XIV Meetings

**Section 1** This Local Union shall hold a general meeting at least once a month, at a time, date and place as the Local Union may direct. This provision may be waived by membership action with the approval of the International President when it is determined to be in the best interest of the Local Union.

**Section 2** Special general meetings shall be called by the President whenever in the President's judgment the interests of the Local Union demand it or upon a written request submitted by fifty (50) members in good standing. Members shall be notified at least five days prior to the date of said meeting. The notice must state the purpose of the meeting and the time, date and place of said meeting.

**Section 3** The President shall have the power to call emergency meetings when deemed necessary.

## ARTICLE XV Quorum

**Section 1** A quorum shall consist of fifteen (15) members assembled at a regular, emergency or special meeting, called in accordance with this constitution and bylaws and they shall be qualified to transact such business that may properly be considered at such meeting. A quorum for the Executive Board shall be a majority of Executive Board members.

## ARTICLE XVI Dissolution

**Section 1** Dissolution will be in accordance with the bylaws of Service Employees International Union's Constitution and Bylaws.

## ARTICLE XVII Property Rights

**Section 1** The title to all property, funds and other assets of this Local Union shall at all times be vested in the Local Union Executive Board for the joint use of the membership of this Local Union, but no member shall have any severable proprietary rights, title or interest therein. Membership in this organization shall not vest any member with any right, title or interest in or to the funds, property or other assets of this Local Union, now owned and possessed or that may hereafter be acquired, and each member hereby expressly waives any right, title or interest in or to the property of this Local Union, including the funds of this Local Union. Local Union employee rights shall be established by contract or administrative policy.

## ARTICLE XVIII Amendments

**Section 1** The constitution and bylaws of this Local Union may be amended by a two-thirds vote at any regular meeting of this Local Union, provided the amendment to be voted on has been presented in writing and read at least at one regular meeting held in conjunction with a Leader & Representative Assembly before the regular meeting at which action is taken. No amendment shall be valid or become effective until approved by the International Union.

The Executive Director is authorized to correct article and section designations, punctuations, and cross-references and to make such other technical and conforming changes as may be necessary to reflect the intent of the membership.

## ARTICLE XIX Meeting Procedure

**Section 1** The meeting of this Local Union shall be governed by the manual of common procedure rules and debate and order of business set forth in the Constitution and Bylaws of the International Union. All questions of procedure not specifically covered by the aforesaid manual of common procedure rules of debate shall be decided by the current edition of Roberts Rules of Order. Resolutions and motions regarding the revenues and expenditures of Local Union funds that arise between Representative & Leadership Assembly meetings shall be referred to the Executive Board pursuant to Article IV, Section 2.

## ARTICLE XX International Constitution and Bylaws

**Section 1** 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, or the Local Union Bylaws are silent, the provisions of the International Constitution and Bylaws shall control.

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

## ARTICLE XXI Convention Attendance

**Section 1** The following procedure shall hereby be established for determining the order of convention delegates and attendance:

By virtue of the office, the Executive Director shall automatically be the first eligible to attend any and all conventions on behalf of the Local Union. If additional delegates are allowed and attendance is desirable, the remaining officers shall be eligible as delegates as follows: President, 1<sup>st</sup> Vice-President, 2<sup>nd</sup> Vice-President, Trustees ranked by length of time as a Trustee, Sergeant-At-Arms, Members-At-Large ranked by length of time as Members-At-Large and Senior Member. If additional delegates are allowed and attendance is desirable or the ranking of delegates must be further determined, delegates shall be selected from the interested remaining officers, Stewards, staff, or members through the election process at a regularly scheduled general member meeting with at least one (1) month written notice to the membership. Any expenses incurred in performing the delegate functions on behalf of the Local Union at said conventions shall be determined and payment shall be authorized by the Executive Board.

## ARTICLE XXII Committees

**Section 1 Senior Member Committee** The Executive Board of the Local Union shall appoint a Senior Member Committee to assist such Executive Board in developing a program for senior members and retired members. The Senior Member Committee

will be chaired by the Senior Member, elected pursuant to Article V, Section 1.

### **Section 2 Committee on Political Education**

**(C.O.P.E.)** This is a Political Action Committee maintained by the Local Union to assist Local Union Bargaining Units in electing school board candidates and legislative candidates, etc. Any Local Union Bargaining Unit may request financial assistance through the COPE Chairman. The amount of financial consideration is determined by the chairman in accordance with rules previously established.

The COPE committee shall also assist the Local Union in carrying out a program for sound political education and political action encouraging workers and their families to register and vote.

**Section 3 Organizing Committee** The Leader & Representative Assembly of this Local Union shall appoint an Organizing Committee to assist the Local Union in developing organizing programs for the Local Union.

### **Section 4 Civil and Human Rights Committee**

The Leader & Representative Assembly shall appoint a Civil and Human Rights committee to assist the Local Union in carrying out the civil and human rights programs and policies of this Local Union.

**Section 5** No Local Union shall establish its own registered federal committee or any political candidates fund for contributions in connection with federal election, provided, however, that the International President may in his or her own discretion waive this provision or establish such conditions as the International President may deem necessary.

**Section 6** The International Secretary-Treasurer shall be notified promptly by the Local Union Executive Director of the composition of the Civil and Human Rights Committee, the Committee on Political Education, the Senior Members Committee, and the Organizing Committee.

## Article XXIII Saving Provision

**Section 1** If any provision of this constitution shall be modified or declared invalid or inoperative by any competent authority of the executive, judicial, or administrative branch of the State Government, Federal Government, or International Union, the Executive Board shall have authority to suspend the operation of such provision during the period of invalidity or modification and to substitute in its place and stead a provision which will meet either the objection or modify the provision to bring it into compliance with intent and purposes necessary for compliance.

**Section 2** If any article or section of this constitution should be modified or held invalid by operation of law or any tribunal of competent jurisdiction or by International Union action the remainder of this constitution or the application's such article or section to persons or circumstances other than those as to which it has been held invalid, amended or modified, shall not be affected thereby.

## Member Bill of Rights and Responsibilities in the Union

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

## Worker Bill of Rights and Responsibilities on the Job

1. 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.
2. 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.
3. The right to fair and equitable treatment on the job.
4. The right to share fairly in the gains of the employer.
5. The right to participate fully in the work of the Union on the scope, content and structure of one's job.
6. The responsibility to participate in the Union's efforts to establish and uphold collective principles and values for effective workplace participation.
7. 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.
8. The responsibility to participate fully in the Union's efforts to expand the voice of workers on the job.
9. 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.

### **LOCAL 284**



*Our Mission is to improve the lives of working people and their families, and lead the way to a more just and human society.*

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