PREAMBLE
As almost every improvement in the condition of working people has been accomplished by the efforts of organized labor and as the welfare of wage, salary and service workers can best be protected and advanced by their united action in one International Union, we have organized SEIU Local 284 of the Service Employees International Union, CTW, CLC, as such a Union and have adopted the following Constitution and Bylaws:

ARTICLE I Recognition
This organization shall be known as SEIU Service Employees International Union Local 284, CTW, CLC, and herein referred to as Local Union. This Local Union is chartered by the Service Employees International Union, affiliated with Change to Win and the Canadian Labour Congress, herein referred to as International 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 Constitution and Bylaws of the International Union.

Section 2 The object of this Local Union shall be to develop and maintain an active and engaged union membership and more comprehensive organization of all wage earners under its jurisdiction, and to assist its members in obtaining just 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.

Section 3 The policy of the Local Union and its methods of operation shall be such as to facilitate and stimulate the broadest, achievable rank and file participation in the formulation and execution of the program of the local; and to encourage the development of effective leadership.

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, gender expression, 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. "Emeritus" Members 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 and Bylaws of the office for which the unexpired term. Members of the Executive Board, by virtue of their office, are also members of the Leadership 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 Leadership Assembly meeting that will be held on the third Saturday in December, and elected by secret ballot. The tally of votes will be announced at the meeting in March to be held on the third Thursday. The newly elected officers shall be administered the Installation Obligation set forth in the Constitution and Bylaws of the International Union and shall perform their official duties immediately. All terms of officers shall be for (3) years. Except as specified in Article V, Section 2, 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 Article IV, Section 1 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 indictment 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 Local 284'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 more than three of these five named positions shall be members who are elected by this Local Union. No member shall be eligible for nomination or election to the office of Senior Member unless the member is 55 years of age or older, or 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 a member two (2) years immediately preceding the nomination and continuously in good standing in this Local Union and is paying at least the minimum dues required for working members.

Section 6 The above named Officers and General Board Members shall receive upon attendance of each Executive Board meeting, a meeting stipend as approved by the Executive Board and General Membership. A Board Member who also serves as a paid staff shall not receive this payment. Executive Director shall defer compensation and benefits shall be set by the Executive Board and approved by the General Membership. Travel expenses for Board members shall be reimbursed at the IRS mileage reimbursement rate.

Section 7 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 candidate, the office for which the candidate is 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 8 No Local Union money, supplies, resources, staff or work time, 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 this section and Article V, Section 7. The standards set forth in the federal Department of Labor rules and regulations prohibiting the use of union funds and resources, including staff or work time, to promote the candidacy of any individual shall be applicable to all Local Union officer elections. A candidate for office or office found in violation of this section shall be required to reimburse the Local Union for the full value of any misused Local Union resources and shall immediately be deemed ineligible to hold any Local Union office for a period of three (3) years. This 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. Candidates shall be allowed to review the membership list once within 30 days of the election date, but the membership list shall not be released either in paper format or electronic format by the local union.

Section 9 Before a vote is taken, it shall be the duty of the President to appoint an election board in an amount sufficient to meet the need to count the ballots, and who are not candidates to an office. Should the President be a candidate for office the next highest ranking officer who is not a candidate shall preside over the election process. Each candidate may be present and will be permitted one observer who is not a candidate for office. Tellers shall be compensated at the regular meeting rate or member attendance fee rate, whichever is greater. The President shall announce the results of the election at the March meeting.

Section 10 The elections shall be decided for the candidate or candidates receiving the most votes. In the case of a tie vote, the winner of the election shall be determined by a coin toss by the President or designee.

Section 11 Election Ballot Procedure 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 envelopes must be used. Paper ballots 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 12 Upon the death, resignation or removal for cause of any officer it shall be the duty of the President to appoint a member to fill the unexpired term, subject to ratification by the Executive Board and membership at the next meeting. Should the Executive Board and/or membership not ratify the appointment, a special election shall be held within 30 days. The installation of a new officer shall take place immediately.

Section 3 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 Assembly

Section 1 The elected leaders of this Local Union shall convene in a Leadership Assembly at least once (1) time per calendar year at such time and place as determined by the Executive Board. The Leadership Assembly, concurrent with a General Member Meeting, shall be chaired by the President and shall set the budget and approve the budget of this Local Union and approve the salary system and benefits for its officers, agents and employees.

Section 2 Members in any elected position within their bargaining unit will be sent a written notice or, said members may elect to receive their notice electronically of the Leadership Assembly at least fourteen (14) 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.

ARTICLE VII Duties of Officers

Section 1 Executive Director. The Executive Director shall be the chief officer of this Local Union and shall direct, guide and effectuate programs to 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 terms and conditions of the staff Collective Bargaining Agreement approved 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 meeting, the Executive Director or designated staff person will conduct the meeting according to the rules. 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 to and 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. 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 bills to the Local Union at the scheduled meeting 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 or any designated officer or to be suspended or retired. The Executive Director shall send to the International Union an account of the receipts, payments, and other revenue and shall forward to the Secretary-Treasurer of the International Union the correct names and addresses with proper ZIP codes and member identification number of all members initiated or re-admitted, and of all other persons from whom revenue is derived, as well as those suspended for non-payment of dues or for any other cause; also a correct record of all business transactions on the bank 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 the International Board as required. The names and addresses and member identification number (including e-mail address and phone number, if available) of all members should also be sent to the 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 Constitution and Bylaws of the International Union; to execute the laws and order thereof; to vote on all questions where it is necessary, to appoint all committees unlimited by the Board of Directors, 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 First Vice President shall also be responsible for providing notification to the 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 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 also be the duty of the Second Vice President to keep a record of all proceedings of the Executive Board and General Membership, including minutes of all meetings, and keep a record of all Executive Board members present at each meeting of the Executive Board and General Membership. 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 are placed in a proper financial institution in accordance with the provisions of this Constitution and Bylaws. It shall be the duty of the Trustees to conduct a quarterly audit of the Local Union. 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 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 Trustees 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 the building or to take a seat when a meeting is in session and 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 pursuant to Article V, Section 1. Members-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 Polling the Board. When the Executive Board is not in meeting and the Executive Director deems it necessary for the Executive Board to act promptly, the Executive Director or his/her designee shall call the Executive Board and such action and vote may be taken by email, letter, facsimile, telephone, or any other appropriate means of communication. Such action so taken on vote of the majority of the Executive Board shall constitute an official action of the Executive Board.

ARTICLE VIII Stewards

The Stewards of each individual unit shall be elected by the members in their unit. All Stewards from each unit shall attend assemblies as required. The number of stewards in each unit, their duties beyond those listed herein and remuneration shall be as determined by the Executive Board. All meetings within the unit shall be called by the Steward. It shall be the duty of the Steward and unit employees to duly elect a negotiating committee.

ARTICLE IX Negotiation Committee

The negotiating committee should be as large as necessary to ensure full representation of each
group of employees in the unit.

**ARTICLE X - Salaries**

The salaries of the Officers and employees, except the Executive Director and President, shall be adjusted in accordance with previous General Membership actions and subject to terms and conditions of the staff Collective Bargaining Agreement as amended. Executive Director and President salary and benefits shall be set by the Executive Board and approved by the General Membership. All past agreements previously approved, and presently in effect, by the 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 Assembly, the affected employee(s) and the Executive Board.

**ARTICLE XI - 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 Local Union shall be established by the Executive Board and approved at a regular membership meeting and any increase in all shall be made in keeping with the provisions of applicable law. It may be waived or reduced at the discretion of the Executive Board.

Section 4. The minimum monthly membership dues of the Local Union are calculated annually, and adjusted in accordance with changes mandated by the International Union. Each member must pay the dues or assessment due at the time of the annual meeting 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.

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 Constitution and Bylaws of the International Union 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 or having dues withheld to the Local Union on or before the last day of the month in which the same are due shall stand automatically suspended from membership in the Local Union, 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 they are not working.

Section 10. A member having 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 be held liable for any tax due from it 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 XII - 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 unit and brings to the unit general membership a recommendation and 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. Ratification votes must be by secret ballot if requested by any member of the 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. The 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 XIII - Affiliations**

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 XIV - 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 Constitution and Bylaws of the International Union 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 or appeal.

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 this Constitution and 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 284 Member Bill of Rights and Responsibilities in the Unit 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 XV - Strikes**

Section 1. A strike action cannot be commenced unless over fifty percent of the employees in the Bargaining Unit vote to strike. The strike vote shall be by secret ballot. Absentee ballots shall not be allowed. All members of the Bargaining Unit must hold picket duty in case of a strike. A strike may be settled by a majority vote of the members in good standing of the Bargaining Unit 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 XVI - Meetings**

Section 1. This Local Union shall hold a General Member Meeting quarterly. Meetings shall be held 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 Member Meetings shall be called by the President whenever in the President's judgment the interests of the Local Union demand it or upon written notice at any time 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 XVII Quorum
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 XVIII Dissolution
Dissolution will be in accordance with the Constitution and Bylaws of the International Union.

ARTICLE XIX 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 Local Union 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 XX Amendments
Section 1 The Constitution and Bylaws of this Local Union may be amended by a two-thirds vote at any regular General Member meeting of this Local Union, provided the amendment to be voted on has been posted on the Local Union website, presented in writing and read at the general meeting. The website posting will be posted continuously until the vote 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, punctuation, and cross-references and to make such other technical and conforming changes as may be necessary to reflect the intent of the membership.

ARTICLE XXI Meeting Procedure
Section 1 The meeting of this Local Union shall be governed by the Debate and Order of Business sections in the Manual of Common Procedure Rules of 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 this Local Union funds that arise between Leadership Assembly meetings shall be referred to the Executive Board pursuant to Article IV, Section 2.

ARTICLE XXII Constitution and Bylaws of the International Union
Section 1 If any conflict should arise between the Constitution and Bylaws of this Local Union, or any amendments thereto, and the Constitution and Bylaws of the International Union, or any amendments thereto, or if the Local Union Constitution and Bylaws are silent, the provisions of the Constitution and Bylaws of the International Union shall control. Each Local Union shall provide its members, upon request, a copy of the Constitution and Bylaws of the International Union and the Local Union. Copies of the Constitution and Bylaws of the International Union will be provided by the International Union to the Local Union at cost.

ARTICLE XXIII Convention Attendance
Section 1 The following procedure shall hereby be established for determining the order of convention delegates and alternates.

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, 1st Vice-President, 2nd 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, members, or staff through the election process at a regularly scheduled Executive 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 XXIV Committees
Section 1 Senior Member Committee
The Executive Board of this 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 (COPE)
This is a Political Action Committee maintained by the Local Union to assist the Local Union in legislative work, lobbying and to assist local units in electing school board candidates and legislative candidates, etc. Any 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 interview and make recommendation to the Local Union Executive Board on candidates for paid lost-time positions on local and national political campaigns. This 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. This committee shall meet at least quarterly. The COPE Committee shall be chaired by a Member-At-Large.

Section 3 Organizing Committee
This organizing committee shall assist the Local Union in member engagement, both external and internal organizing campaigns. The Organizing Committee shall have input in the Local Union organizing program and shall determine continued and ongoing member engagement, review Member Organizer programs and organizing internship programs. This committee shall also review annually the number of paid fair share members in all of the Local Union bargaining units and make recommendations to the Executive Board on bargaining units that the Organizing Committee believes are having excessive fair share numbers. This committee shall meet at least quarterly. The Organizing Committee shall be chaired by a Member-At-Large.

Section 4 Community Relations Committee
This committee shall assist the Local Union in carrying out the civil and human rights programs and policies of this Local Union. This committee shall work with community groups and faith based organization to raise awareness of social and economic injustice and engaging members in the process, with a goal of correcting disparities where they exist. The committee chair may request funds from the Local Union through the Executive Board to assist in a community/employer campaign to correct a social or economic injustice. This committee shall meet at least quarterly. The Community Relations Committee shall be chaired by a Member-At-Large.

Section 5 Budget, Dues and Finance Committee
This committee shall assist the Local Union in maintaining fiscal responsibility by reviewing the monthly and annual budget of the Local Union. The committee shall review and make recommendations on current and future budgets, and review the dues systems. This committee shall be chaired by the Executive Director and shall meet at least quarterly. A Member-At-Large shall co-chair this committee and shall keep accurate and impartial meeting minutes and report at the next General Member Meeting following Committee meeting.

Section 6 Pension Security Committee
This committee shall assist the Local Union in maintaining member’s retirement security in their public pension (PERA). This committee shall monitor proposed changes to PERA, inform and engage members to ensure retirement security for our members and actively engage members in the PERA Board elections including, recruiting members as candidates to run for election to the PERA Board and assist in getting members elected. The Pension Security Committee shall be chaired by a Member-At-Large and shall meet at least quarterly.

Section 7 Committee Assignment
Committee chair appointments shall be made as specified in the above sections by the President annually at the next Executive Board Meeting following the election and swearing in of officers. Committee chairs shall keep accurate and impartial meeting minutes and report at the next General Member Meeting following Committee meeting.

Section 8 No Local Union shall establish its own registered federal committee or any political candidates fund for contributions in connection with federal elections, provided, however, that the International President or his or her own discretion waive this provision or establish such conditions as the International President may deem necessary.

Section 9 The Secretary-Treasurer of the International Union shall be notified promptly by the Local Union Executive Director of the composition of the Community Relations Committee, the Committee on Political Education, the Senior Members Committee, the Organizing Committee, the Budget, Dues and Finance Committee, and the Pension Security Committee.

ARTICLE XXV Saving Provision
Section 1 If any provision of this Constitution and Bylaws 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.
competent jurisdiction or by International Union action the remainder of this Constitution and Bylaws 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 recognize and respect the interests of all Union members when making decisions about Union goals.
8. 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.
9. The responsibility to participate fully in the Union’s efforts to expand the voice of workers on the job.
10. 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.

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


(a) Requests for Original Jurisdiction. If an Affiliate or an Affiliate executive board member, officer, or member believes that formal internal union charges against a covered individual that also allege violations of this Code involve a situation which may seriously jeopardize the interests of the Affiliate or the International Union, or that the hearing procedure of the Affiliate will not completely protect the interests of the Affiliate, an officer or member, that individual may request that the International President assume original jurisdiction under Article XVII, Section 2(f) of the SEIU Constitution and Bylaws.

(b) Assumption of Original Jurisdiction by International President. In accordance with Article XVII, Section 2(f) of the SEIU Constitution and Bylaws, the International President may in his or her discretion assume original jurisdiction of formal internal union charges also alleging violation of this Code if as a result of an investigation he or she believes that the charges filed against a covered individual involve a situation which may seriously jeopardize the interests of the
Affiliate or the International Union. In his or her discretion, the International President may refer the matter to the Ethics Officer for a recommendation concerning the possible assumption of original jurisdiction.

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

SECTION 23. Review of Claims by Ethics Officer.

(a) If after review of the allegations of violations of the Code in a complaint or formal charge, the Ethics Officer finds that the allegations have merit and/or warrant further investigation, he shall recommend a response or course of action for the International Union to respond to the complaint or changes, including but not limited to the following:

(1) Further investigation by SEIU personnel and/or outside investigator(s);

(2) Filing of formal charges under Article XVII of the SEIU Constitution and Bylaws;

(3) Assumption of original jurisdiction by International President pursuant to Article XVII, Section 2(f) of the SEIU Constitution and Bylaws;

(4) Appointment of an outside hearing officer to conduct a trial under Article XVII, Section 3 of the SEIU Constitution and Bylaws;

(5) Discipline of covered employees;

(6) Sanction of covered officers or members accused in formal proceedings, and

(7) Other action deemed appropriate in the discretion of the Ethics Officer.

(b) If the Ethics Officer concludes, after review of allegations of violations of the Code, that the allegations are without merit or that further investigation is not necessary, he or she shall advise the International Union of his or her findings.

PART G: PROTECTION OF WHISTLEBLOWERS

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

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

(a) SEIU expressly prohibits retaliation against covered individuals and members for:

   (1) Making good faith complaints, reports or inquiries pursuant to this Code;

   (2) Opposing any practice prohibited by the Code;

   (3) Providing evidence, testimony or information relative to, or otherwise cooperating with, any investigation or enforcement process of the Code; and

   (4) Otherwise participating in the enforcement process set forth in PART F above.

(b) In particular, SEIU will not tolerate any form of retaliation against Affiliate Ethics Liaisons for performing their responsibilities.

(c) Any act of alleged retaliation should be reported to the SEIU Ethics Ombudsperson or the Affiliate Ethics Liaison immediately and will be responded to promptly.