

Workers United CONSTITUTION

As Adopted by Workers United's Founding Convention
Philadelphia, Pennsylvania
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FOREWORD
March 21, 2009

We are *Workers United*, an International Union of manufacturing, distribution, laundry, hospitality, food service, gaming, office, social service and retail workers dedicated to improving the lives of working families. We are united by our commitment to justice and by our belief that all people deserve the dignity and respect that comes with belonging to a powerful and democratic union.

We have created an energized and focused organization that represents the true aspirations and needs of its members. We stand on the proud heritage of all our predecessor organizations, and we honor the thousands of working people who fought so hard to build them.

We are a strong union, capable of adapting to the changing world around us, building alliances with organizations that share our goals, and unleashing the tremendous power of our members in action. We are confident that together we can and will take on powerful forces and prevail.

We are people of every race, religion, national origin, sex, age, ability, marital status, sexual orientation, and citizenship status. We celebrate and value our differences because we know they make us stronger. And we recognize and cherish all that we have in common, including our common struggle and vision for a better world.

We are committed to educating ourselves and our co-workers to the political and technological issues which have an ever-increasing role in the workplace and in our personal lives.

Workers United was formed so that we will have the power and the will to win on the issues that are most critical to our members. In our campaign to form the new union, thousands of members took action and led the way to victory. Going forward, a mobilized membership will be at the forefront of our campaigns to stop corporate greed, bring justice for immigrant workers, and, in general, advance the cause of social and economic justice.

United in purpose and program, empowered by our combined strength and conviction, emboldened by our collective courage and determination, we, the leaders and members of *Workers United*, will ensure that this union is a powerful and dynamic engine of progress for those who follow.

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ARTICLE 1 CONSTITUTION, JURISDICTION, OBJECTIVES

Section 1 Name

The name of this union is Workers United, affiliated with Service Employees International Union.

Section 2 Definitions

When used in this Constitution:

- (a) "GEB" means Workers United's General Executive Board;
- (b) "local" means a local union of Workers United;
- (c) "industry" means an industry under Workers United's jurisdiction;
- (d) "joint board" means a joint board in the US and a joint council in Canada; and
- (e) "affiliate" means a local union, joint board or any other subordinate body affiliated with Workers United.

Section 3 Official Constitution; Constitution and Affiliate Bylaws

- (a) This document is Workers United's official Constitution. Affiliates may adopt constitutions and/or bylaws not inconsistent with this Constitution. A local's governing documents may not be inconsistent with the provisions of the governing documents of a joint board with which it is affiliated. In any conflict between the provisions of the governing documents of a superior body and those of a subordinate body, the governing documents of the superior body shall prevail.
- (b) Any local, which has not adopted its own governing documents, and which has not had bylaws provided for it by a joint board to which it is affiliated, shall observe and be governed by the terms of the model bylaws appended as Appendix A to this Constitution.

Section 4 Jurisdiction

Workers United's jurisdiction includes all workers employed by firms or government agencies engaged in the production and distribution of textiles, clothing, apparel and related products; employed by commercial laundries, dry cleaners, distribution centers, call centers, retail stores, office, and auto parts and other industrial manufacturers; workers who are engaged in the preparation, handling or serving of food and beverages; engaged in the performance of public housekeeping services, including all persons in related employment within the hotel, food and beverage service industries, airports, in-flight catering, railroads, convention centers, sports facilities, the racing, casino, gaming industries, and theme parks; workers employed by colleges and universities; workers engaged in the provision of social services; and shall include other persons when the security of the bargaining position requires the organization of such persons; and shall include all other persons employed in any other industries or establishments where, in the opinion of the President, the organization of such persons would be beneficial to and in the best interests of Workers United.

Section 5 Objectives

(a) Workers United's objectives shall be to unite all workers within its jurisdiction, regardless of race, religion or creed, color, national origin, sex, age, disability, marital status, sexual orientation, gender identification or citizenship status, for the following purposes:

- (i) to organize unorganized workers;
- (ii) to improve the working conditions, terms of employment and welfare of such workers, increase their job security, and assure full employment;
- (iii) to establish and maintain collective bargaining throughout the trades and industries within its jurisdiction; and to present, adjust and settle bona fide grievances against employers, through all lawful means, including strike action;
- (iv) to advance the economic, social and political interests of Workers United, its affiliates, their members and their dependents;
- (v) to facilitate the moral and social advancement of its members' condition and status in life;
- (vi) to seek the advancement of democracy and the improvement of general economic, social, political and educational conditions and standards of workers in the countries of North America and of the Caribbean basin, and generally in other nations;
- (vii) to give assistance and encouragement to organizations in organizing workers and to engage in such other activities as may be necessary or proper to strengthen the labor movement and to extend the process of collective bargaining throughout all trades and industries;
- (viii) to promote efficient service to the public, and the best interests of the industries in which its members are engaged;
- (ix) to engage in charitable, cultural, social, legislative, educational, civic, welfare, community, political and other activities which directly or indirectly advance such objectives;
- (x) to disseminate information among its members regarding economic, social, political, and other matters affecting their lives and welfare;
- (xi) to provide financial support and assistance and all other lawful means to carry out the objectives of this Section 5; and
- (xii) to endeavor to reflect the diversity of our membership through the various offices in the union.

(b) Workers United shall accomplish the foregoing objectives (or such other objectives as may be decided upon by the President and the GEB) by all means, activities, and expenditures deemed appropriate by the Convention, the President or the GEB.

Section 6 Headquarters

Workers United's headquarters shall be located in such city as may be designated by the Convention or by the GEB.

Section 7 Dissolution

This Union may not be dissolved as long as three locals or more oppose such dissolution.

ARTICLE 2 CONVENTIONS

Section 1 Authority

Workers United's supreme governing body shall be its Convention whose decision shall be final. It shall have full power to make all decisions affecting Workers United, its members and its affiliates.

Section 2 Regular Convention

Workers United shall meet in general convention in 2013 and in every fourth year thereafter at such time and place as the GEB may determine. The GEB may determine that the Convention meets remotely.

Section 3 Composition of Convention

The Convention shall consist of delegates elected in accordance with this Constitution, except that the President, Executive Vice Presidents, and Vice Presidents shall be entitled to attend Conventions and exercise all rights of delegates by virtue of their offices, except for the right to vote for election of officers. Workers United officers and the Joint Board delegates described in Article 2, Section 7, may only vote for election of officers if they have been elected directly by secret ballot.

Section 4 Eligibility of Affiliate

An affiliate is entitled to send delegates to the Convention if it has been chartered by Workers United for at least 90 days before the Convention opens.

Section 5 Number of Delegates

(a) Delegate allocation.

- (i) Each local shall be entitled to be represented at the Convention by one delegate for its first 500 members or portion thereof. Locals with more than 500 members shall be entitled to one additional delegate for each additional 300 members or portion thereof.
- (ii) Alternatively, any joint board may establish a system for delegate selection so that its members elect all of its delegates at large (including systems where joint board officers are directly elected by the joint board membership and serve as delegates by virtue of office) or provide for election districts based on geography and/or industry. The joint board shall determine the number of delegates elected by each election district considering the number of members in each district. A joint board's total number of delegates shall not exceed the number to which all of the joint board's locals would be entitled under Article 2, Section 5(a)(i), and should not exceed the number of delegates that the joint board reasonably expects to send to the Convention.

(b) For the purpose of determining the representation of each affiliate at a Convention, the number of its members shall be deemed to be the average number on whom it paid per capita during the twelve (12) month period ending six (6) months prior to the month of the commencement of the Convention. The average will be based only on per capita paid by the end of the fifth month before the month of the Convention's commencement.

(c) The number of delegates provided in subsection (a) of this Section 5, and the voting strength accorded each affiliate, for recently chartered and/or merged affiliates, shall be determined as follows:

- (i) For each affiliate which was chartered or merged into Workers United during the twelve (12) month period ending six (6) months prior to the month of the commencement of the Convention, the number of its members shall be deemed to be the average number on whom it paid per capita during only the months in which it paid per capita during that period. The average will be based only on per capita paid by the end of the fifth month before the month of the Convention's commencement.
 - (ii) For each affiliate which was chartered or merged into Workers United during the three (3) month period ending (3) months prior to the month of the commencement of the Convention, the number of its members shall be deemed to be the average number on whom it paid per capita during only the months in which it paid per capita during that period. The average will be based only on per capita paid by the end of the second month before the month of the Convention's commencement.
- (d) No affiliate shall be entitled to any delegates, if, by the thirtieth day before the Convention, the affiliate has notice that, by the first day of the Convention it will no longer have any members employed by any employer.

Section 6 Voting

Roll call votes at regular and special Conventions shall be conducted when requested upon motion, supported by at least one third of the delegates seated, or by the Chairperson of the Convention. For each affiliate the number of members represented by the affiliate shall be allocated equally among such delegates registered and each delegate shall cast a ballot for his/her allocated number.

Section 7 Joint Board Delegates

Each joint board is entitled to one delegate to the Convention if it has been chartered by Workers United for at least 90 days before the Convention opens. Joint board delegates may only vote for election of officers if they have been directly elected by the membership in a secret ballot election. Joint board delegates need not be elected by secret ballot.

Section 8 Notice, Nomination, Election

(a) At least ninety days before a regular Convention opens, the President shall give written notice to each eligible affiliate of the number of delegates to which it is entitled, and of its opportunity to complete its delegation through a secret ballot election conducted no later than forty days before the Convention. The notice may also include the numbers of executive vice presidents and vice presidents to be elected as determined by the GEB in accordance with Article 10, Section 3(a).

(b) Affiliates may elect delegates and alternate delegates to a Convention. The number of alternates shall not exceed the number of delegates to which the affiliate is entitled. At the affiliate's option, nominations may be made at a special meeting called for that purpose prior to the affiliate's election. The affiliate shall give at least fifteen days' notice, by mail or posting at the relevant workplaces, to its members of the offices to be filled in the election and of the time, place, and form for submitting nominations, and shall afford office-seekers a reasonable period

to engage in campaigning. If an election is necessary, affiliate delegates and alternates shall be elected by secret ballot at a meeting - or by mail or other form of ballot under Article 11, Section 2(a) as determined by the affiliate - called pursuant to written notice, through the union newspaper or by letter, mailed to each member at the member's last known home address no less than fifteen (15) days prior to such meeting by the affiliate to its members. The affiliate may choose to provide notice of the date, time place and manner of an election by including such information in the nominations notice described above, so long as this combined nomination-election notice is mailed to each member at the member's last known home address at least fifteen days before the election through the union newspaper or by letter. The election must take place at least forty days before the Convention. In the case of death, resignation, disqualification or inability to act of any delegate, such delegate's place shall be taken by the elected alternate who has received the highest number of votes in the affiliate's election. In the case of an affiliate that elects alternates in a specific order, that order shall be followed when filling vacancies. Where the affiliate is entitled to only one (1) delegate, the alternate shall fill the vacancy.

Section 9 Error! Bookmark not defined.**Eligibility Requirements**

- (a) To be eligible to run for Convention delegate, the candidate must have been:
 - (i) actively attached to the industry, as defined by Article 14, Section 1, for at least one year before the nomination date; and,
 - (ii) a member in good standing of the affiliate he or she is to represent for at least one year before the nomination date; or
 - (iii) in the case of a delegate representing an affiliate organized or affiliated with Workers United less than one year before the nomination date, a member in good standing for 180 days, or since the member's employer started deducting dues under a first contract's check-off provision, or since the date of issuance of its charter, whichever is less; or
 - (iv) in the case of an affiliate which has been merged or consolidated with another affiliate which the candidate is to represent, a member in good standing in either or both affiliates for a total of one year before the nomination date.
- (b) To be eligible to serve as a delegate to a Convention, a delegate must be in good standing when the Convention opens.
- (c) The following persons shall not be eligible to run for delegate:
 - (i) a member who has been found guilty of being a strikebreaker;
 - (ii) a member who at any time was expelled or suspended after hearing, unless his or her full membership rights have been restored by the GEB;
 - (iii) a member who has been found guilty after hearing of violating Article 17, Section 1 of this Constitution, for such period of disqualification as may be imposed upon him or her for the offense; or
 - (iv) for such other reasons as this Constitution provides.
- (d) No person shall be deemed ineligible under subdivision (c) whose internal appeals are pending.

(e) The duration of the disqualification under subdivision (c)(iii) may be modified by the GEB or the Convention, under standards uniformly applied.

Section 10 Financial Status of Affiliates

To be entitled to send delegates to a Convention, an affiliate must have paid up in full, by the end of the month preceding the Convention, all of its per capita taxes due and payable as of the first day of the month two months prior to the month in which the Convention is held (e.g. April per capita must be paid if the Convention is held in July) and must not be in arrears on any other scheduled obligation unless such payment has been waived for good cause, uniformly applied, by the President.

Section 11 Delegate Credentials

(a) Delegates' credentials shall be separately numbered and shall state the number of members represented by the affiliate pursuant to the provisions of Article 2, Section 5.

(b) Each delegate's credentials must be presented to the credentials committee signed by one of the following officers: the manager or director, chairperson, president, secretary or equivalent officer of the affiliate by which the delegate is elected. A delegate shall not sign the delegate's own credential. Duplicate credentials shall be transmitted to the President at least 28 days before the date fixed for the Convention. When authenticated by the Credentials Committee the duplicate numbered credential of each delegate shall qualify each delegate to vote in the election to be conducted pursuant to the provisions of Article 10, Section 3.

(c) The credentials committee shall meet no later than the day the Convention opens. It shall examine each delegate's credentials and membership standing. It shall report to the Convention its findings on the right of each delegate to be seated at the Convention under this Constitution.

(d) The Convention shall by a majority vote pass upon the right of each delegate to be seated at the Convention.

(e) No delegate shall be disqualified because of the failure of a union officer to perform his or her duties when such failure is beyond the delegate's control.

(f) The credentials committee shall function until the next four-year Convention or until the appointment of a new credentials committee for the next four-year Convention.

Section 12 Convention Committees

Prior to the opening of the Convention, the President, subject to the right of the GEB, by at least a two-thirds (2/3) vote thereof, to disapprove a committee as a whole, shall appoint all Convention committees, including a Credentials Committee, a Constitution Committee, an Appeals Committee, a Rules Committee and a Tellers Committee, and a chairperson for each from among its members, and such other committees as may be necessary for the conduct of its affairs. The President may merge committees. All members of committees shall be appointed from among the delegates. All committees shall be subject to the approval of the Convention. Each committee shall have at least seven members. A majority of the members shall constitute a quorum. In addition, the President may appoint Sergeants-at-Arms to assist in maintaining order in the Convention; Sergeants-at-Arms are not required to be appointed from among the delegates.

Section 13 Expenses of Delegates; Affiliate Determination of Number of Delegates Attending

The expenses of a delegate shall be paid by the affiliate he or she represents at the Convention. If any affiliate is unable to pay its delegates' expenses, Workers United may, at the discretion of the GEB, under standards uniformly applied, pay the expenses of one or more delegates of such organization. An affiliate may send to the Convention fewer delegates than the number to which it is entitled.

Section 14 Rules of Procedure

The proceedings of the Convention shall be governed by this Constitution. The rules adopted at the preceding Convention shall be in force from the opening of a Convention until new rules are adopted by the Convention. Each Convention may adopt rules for the conduct of its business not in conflict with this Constitution, except that, in accordance with Article 10, Section 3(a), the Rules Committee may adopt rules governing nominations and election procedures for Workers United officers, subject only to GEB approval.

Section 15 General Order of Business

The order of business at each Convention shall be determined by the President and shall include all matters which the Convention is required by law to take up.

Section 16 Quorum and Decisions

A quorum for the transaction of business at a Convention shall be one-half of the delegates accredited to the Convention. However, no Convention action shall be held invalid for lack of a quorum unless the question of the quorum's absence was raised before such action was taken. All Convention decisions shall be by a majority vote of the delegates registered and voting unless otherwise specified in this Constitution.

Section 17 Resolutions

- (a) A resolution shall not be considered by the Convention unless it has been filed in advance with the President at least sixty days before the opening of the Convention. However, resolutions submitted later may be considered with the consent of a majority of all delegates present.
- (b) Nothing herein shall be construed to prevent the submission to the Convention of resolutions by the President or the GEB without regard to the time limits provided for in Article 2, Section 17(a) for the submission of resolutions by affiliates.
- (c) The call by the President for the election of delegates shall specifically note the requirements of this provision.
- (d) A resolution may be filed only by the GEB or by an affiliate.

Section 18 Speakers

A person who is not a delegate may not address the Convention unless invited to speak by the GEB or by the President.

Section 19 Special Convention

- (a) A special Convention of Workers United may be called by a three-fourths vote of the GEB or by the President.

- (b) At least thirty days before a special Convention opens, the GEB shall announce where and when it will meet.
- (c) Delegates to the special Convention shall be elected in the same manner as delegates to a regular Convention. Subject to legal requirements, the GEB may promulgate rules shortening the time periods of Section 8 of this Article (relating to the election of delegates) if circumstances warrant.
- (d) Unless otherwise provided in this section, each of the provisions of this Constitution dealing with four-year Conventions shall apply to special Conventions.

ARTICLE 3 GENERAL EXECUTIVE BOARD

Section 1 Membership

(a) The GEB shall consist of the President, Secretary-Treasurer, no more than three executive vice-presidents (one of whom shall be from Canada), and no more than twelve vice-presidents, who shall be elected from among the delegates to the Convention. If another union merges with Workers United, the GEB may designate additional executive vice-presidents and/or vice presidents who shall serve until the next regular or special Convention. For other good cause, the GEB may designate no more than one additional one vice president, who shall serve until the next regular or special Convention.

(b) All members of the GEB elected at the Convention shall be installed as soon as practicable.

Section 2 Authority

The GEB shall be Workers United's supreme authority between Conventions, except as this Constitution provides otherwise. It shall have all powers necessary or appropriate to effectuate the powers granted to it by this Constitution.

Section 3 Meetings

The GEB shall hold regular meetings four times during Workers United's first twelve months, and three times in every twelve months thereafter. Upon written request of eight vice-presidents, the President shall call a special meeting of the GEB. A majority of its members shall constitute a quorum.

Section 4 Rules

The GEB may transact any business at a regular or special meeting. The President may authorize polling of GEB members by electronic mail, telephone, telefacsimile, or mail. The GEB may adopt rules for the conduct of its business not inconsistent with this Constitution.

Section 5 Filling vacancies

The GEB shall have the power to fill all vacancies in any general office and in any committee it appoints until the next regular Convention, in accordance with Article 4, Section 1(b).

Section 6 General supervisory powers

The GEB shall have general supervisory powers over all the affairs of Workers United and its affiliates, including but not limited to the right to:

- (a) have the final authority to determine all questions involving the interpretation of this Constitution and the jurisdiction of Workers United and its affiliates;
- (b) make rules for the governance of Workers United and its affiliates which are not inconsistent with this Constitution and take such other action as it believes may be required for the welfare of Workers United and its affiliates;
- (c) decide all appeals from decisions of affiliates and committees in the manner provided by this Constitution;
- (d) submit any matter to members of Workers United for vote in a referendum;
- (e) create and dissolve administrative units of Workers United;
- (f) issue charters to affiliates and have such other authority over affiliate charters as stated in Article 8, Section 7;
- (g) reprimand, discipline or reorganize any affiliate which has been found guilty of failing to comply with this Constitution or with policies or decisions adopted by a Convention, or by referendum vote, or by the GEB, or of other misconduct, in accordance with Article 17;
- (h) take charge of and supervise the elections of an affiliate and determine all disputes concerning the ballot and procedure in such elections;
- (i) order a special election for one or more offices or positions in an affiliate in emergencies and on request of such organization;
- (j) merge other unions with Workers United, upon such terms as it shall see fit;
- (k) merge Workers United with or affiliate Workers United to other unions subject to Convention review, upon such terms as it shall see fit;
- (l) lay off or discharge a person holding an appointed position in an affiliate, in consultation with the affiliate, because of changes in the affiliate's jurisdiction or because of a consolidation, merger, reorganization or dissolution under Article 8, Section 7 or for other similar reasons;
- (m) make such rules and establish such procedures as it shall deem necessary to protect the statutory or other legal rights of persons who are not members of Workers United or its affiliates but who pay to Workers United or its affiliates a fee in lieu of dues pursuant to a union security provision; and
- (n) to approve affiliations or mergers among Workers United affiliates, or between Workers United affiliates and SEIU affiliates, under such terms and conditions and subject to such qualifications as the GEB may determine, taking into consideration such circumstances as financial conditions, jurisdiction, location and such other factors as appear appropriate in connection with the affiliates involved.

Section 7 GEB report to Convention

The GEB shall present a report of its activities to each Convention for approval.

Section 8 Executive Committee

- (a) The President, Secretary-Treasurer, and executive vice-presidents shall constitute the General Executive Board's Executive Committee.

(b) The Executive Committee is authorized to act on behalf of the GEB between GEB meetings, and shall give prompt notice thereof to the GEB, which shall have the right to disapprove the same.

Section 9 Committees

(a) The President may appoint standing committees and any other committees and delegate to them such functions and powers as the President deems desirable.

(b) Each committee appointed hereunder shall meet periodically as its duties require and shall report its work and decisions to the GEB.

ARTICLE 4 OFFICERS

Section 1 Workers United's officers

(a) Workers United's officers are its President, Secretary-Treasurer, executive vice-presidents (one of whom shall be from Canada), and the vice-presidents.

(b) When a vacancy occurs in the office of President or Secretary-Treasurer, the GEB shall be convened within thirty (30) days thereafter for the purpose of filling said vacancy. The Secretary-Treasurer shall convene the meeting of the GEB if the President's office is vacant. When a vacancy occurs in the offices of executive vice president or vice president the remaining GEB members may, by majority vote, fill it for the balance of the term.

Section 2 GEB direction

Officers shall serve under the GEB's direction.

Section 3 President's authority

Subject to GEB review, the President

(a) shall have full power to direct the affairs of Workers United;

(b) may delegate any of the powers and duties of the President's office;

(c) shall determine any and all questions as to the application, interpretation or construction of this Constitution, or parliamentary procedure or laws, or rules of order.

Section 4 President's duties and rights

The President shall:

(a) be the GEB's chairperson and a member of all its committees, including the Executive Committee;

(b) have the right to decide all questions involving the jurisdiction of Workers United and its affiliates;

(c) have the right to participate directly or through his or her representatives in collective bargaining negotiations and in disputes between employers and employees and enter into collective bargaining agreements;

(d) have the right to authorize strikes and strike-related expenditures and administer and authorize payments by the Workers United Strike and Defense Fund and administer and authorize all other expenditures and payments by Workers United;

- (e) adjust differences between or within affiliates directly or through his or her representatives;
- (f) have the right to supervise and direct organizing activities;
- (g) call to order and preside over Conventions;
- (h) in emergencies have the right to call meetings of affiliates and preside over them himself or herself or designate a representative to do so;
- (i) have the right to
 - (i) engage, assign and direct any business agent, organizer, staff member or employee in Workers United's direct employ and suspend with or without pay or discharge any such person, and
 - (ii) assign and direct any Workers United officer and suspend such officer, with or without pay, against whom charges are filed, pending hearing of the charges under this Constitution;
- (j) have the right to suspend for financial irregularities, with or without pay, pending hearing of charges, any person responsible for or actually handling financial transactions on behalf of Workers United or its affiliates;
- (k) have the right to suspend officers and elected business agents of affiliates, with or without pay, pending hearing of charges;
- (l) have the right to employ any personnel required to administer Workers United's affairs;
- (m) have the right to fix the salaries and other compensation of employees of Workers United and to fix the emoluments for Workers United executive vice presidents and vice presidents;
- (n) be a delegate to all bodies with which Workers United is affiliated;
- (o) supervise and direct all other work usually attached to the President's office;
- (p) keep a record of his or her activities and make a detailed report of them to the GEB and to the regular Conventions;
- (q) vote the shares of the Amalgamated Bank owned by Workers United; and
- (r) have such further powers, in addition to those herein enumerated, as are usual to the office.

Section 5 Vice-presidents' duties

The vice-presidents shall perform such duties as the GEB or the President may direct.

Section 6 Secretary-Treasurer's duties and rights

The Secretary-Treasurer shall:

- (a) be the secretary of the GEB and a member of all its committees, including the Executive Committee;
- (b) have custody of correspondence concerning Workers United and any of its property, securities, documents, books, official seals and records;
- (c) record and publish the proceedings of each Convention;

- (d) print and distribute the official form of this Constitution and of all charters, records, cards and other documents relating to membership in Workers United;
- (e) receive all applications for charters and countersign them when they are granted;
- (f) receive all monies due to Workers United and give receipts for such monies;
- (g) deposit and invest Workers United funds and withdraw such funds by check;
- (h) pay all bona fide expenses of Workers United and all bona fide claims against Workers United;
- (i) keep a correct record of all Workers United receipts and disbursements;
- (j) publish an annual summary of income and disbursements of Workers United and its affiliates;
- (k) be in charge of the distribution of union labels;
- (l) upon consultation with the President, shall have the power to hire such clerical help as is necessary to carry on Workers United business;
- (m) report periodically to the GEB on his or her activities and on Workers United's financial transactions;
- (n) submit a detailed financial report to each regular Convention;
- (o) instruct affiliates as to the manner in which they shall keep accounts of their financial transactions, and may require them to submit monthly reports containing such information in such form as may be prescribed; and
- (p) have such further powers, in addition to those herein enumerated, as are usual to the office.

Section 7 Executive vice-presidents' duties and rights

The executive vice-presidents shall be the President's principal assistants, and shall have the duties and rights delegated to them by the GEB or the President.

Section 8 Bond for all officers and employees

Workers United shall obtain and pay for a bond for its officers' and employees' faithful performance of duties in the amount fixed by the GEB or required by law.

Section 9 Salaries, emoluments and expenses of President and Secretary-Treasurer

The GEB shall fix the salaries and emoluments of the President and Secretary-Treasurer. These officers shall be paid the expenses they incur in the performance of their duties. These officers shall recuse themselves from decisions concerning their own salaries, emoluments and expenses.

Section 10 Retired officers

(a) Upon retirement from the office, the President shall have the title of President Emeritus. Upon the GEB's approval, the President Emeritus shall render such advisory or consultative services to Workers United as the GEB or the president may request. The President Emeritus shall not be paid any salary but may be paid expenses and provided services in the amounts and in the forms the GEB shall approve.

(b) Upon retirement from the office, the Secretary-Treasurer, executive vice-presidents and vice-presidents shall render such advisory or consultative services to Workers United as the President may request. They shall not be paid any salary but may be paid expenses and provided services in the amounts and in the forms the President shall approve.

ARTICLE 5 TRUSTEESHIP

Section 1 GEB's Authority.

(a) Whenever, in the GEB's opinion, a trusteeship is necessary for the purpose of correcting corruption or financial malpractice, assuring the performance of collective bargaining agreements or other duties of a bargaining representative, restoring democratic procedures, or otherwise carrying out legitimate objects, the GEB may order a Trustee who is a member in good standing of Workers United to take charge and control of the affairs and property of such affiliate.

(b) For purposes of this Article, the Executive Committee shall not act on the GEB's behalf.

(c) The Secretary-Treasurer shall prepare a notice of charges setting forth the reasons for the trusteeship, which notice of charges shall be served upon the affiliate, through any of its officers, before or simultaneously with the establishment of the trusteeship.

Section 2 Trustee's Appointment Before Hearing.

When, in the GEB's opinion, delay would be contrary to the best interests of the affiliate or Workers United, a Trustee who is a member in good standing of Workers United may, pursuant to the GEB's order, temporarily take charge and control of the affairs and property of such affiliate, with all the powers set forth in this Article's Section 4, prior to a hearing but after or simultaneously with service of notice of charges.

Section 3 Trusteeship Hearing.

The GEB shall order a hearing on the institution of any trusteeship. The GEB shall appoint a member or members of Workers United to conduct such hearing and make a report to the GEB with respect to the continuation or dissolution of the trusteeship, as the case may be. The GEB shall, after consideration of the report and the evidence, render a decision in the matter.

Section 4 Trustee's Powers.

The GEB shall appoint the Trustee. All affected officers and members shall honor and comply with the Trustee's letters of appointment. The Trustee shall have full authority to conduct all of the affiliate's affairs, to suspend all officers, to suspend bylaws, to appoint temporary officers and employees, and conduct all of the affiliate's financial matters. The Trustee may suspend or convene meetings, whose purposes shall be limited to those set forth by the Trustee, and may enter into agreements in the affiliate's name. All books, records, monies, property, and premises belonging to or controlled by the affiliate shall be turned over to the Trustee upon demand and the Trustee shall issue a receipt for the same. The Trustee shall carry out all orders issued by the GEB. The Trustee shall be bonded for faithful performance in an amount determined by the GEB. The Trustee shall make monthly reports to the GEB, including statements of receipts and expenditures and detailing the action taken as Trustee.

Section 5 Duration of Trusteeship.

A trusteeship shall not extend beyond eighteen (18) months unless the GEB approves the extension. The GEB shall terminate all trusteeships as soon as, in their opinion, the local conditions warrant such termination.

Section 6 Procedure Upon Termination of Trusteeship.

(a) When a trusteeship is to be terminated, the GEB shall approve bylaws to govern the affiliate's activities. The bylaws shall be available prior to the acceptance of nominations immediately before the end of the trusteeship. The bylaws shall be effective for the nomination and election of officers and shall remain in effect until such time as the affiliate, under the procedures of this Constitution and of the approved bylaws, amends the same or adopts new bylaws.

(b) When a trusteeship is to be terminated, the GEB may instruct the Trustee to call a meeting or meetings for the purpose of receiving nominations and conducting elections in accordance with the approved bylaws. The GEB may order elections for all offices, or only for offices which need be filled because of vacancy (through removal or resignation) or term expiration. The elected officers shall be installed on the date the trusteeship is to be terminated. All properties under the trusteeship shall be turned over to the proper local officers, who shall give receipt for the same. A final audit of the trusteeship shall be made and approved by the GEB.

(c) The GEB may instead merge the affiliate with another affiliate in accordance with the provisions of this Constitution if in the GEB's opinion, such merger would serve the best interests of the affiliate and its membership.

Section 7 Supervision

If in the President's opinion, an affiliate is at risk for government intervention, possible trusteeship, loss of financial viability, loss of jurisdiction, inability to enforce collective bargaining agreements or inability to organize due to organizational or financial inexperience, inattention or incompetence, the President may impose supervision on the affiliate. The President may in these circumstances appoint a Supervisor, who shall be a Workers United member. The affiliate's bylaws shall not be suspended and its officers shall remain in office, but the Supervisor shall be given complete and unfettered access to all books, records and meetings of the affiliate, including its dealings with employers and trust funds. The Supervisor shall report to the President on the financial and organizational condition and prospects for the affiliate and give recommendations for improvement. The President may adopt any or all of the Supervisor's recommendations and may order the affiliate to follow them, or the President may recommend to the GEB that it impose a trusteeship under this Article's Section 1 if in the President's opinion lesser measures will not correct the deficiencies.

ARTICLE 6 LOCAL UNIONS

Section 1 Bylaws

Locals shall adopt their own bylaws. The model bylaws attached as Appendix A to this Constitution shall govern any local that fails to adopt its own bylaws. Bylaws adopted by a local may not conflict with this Constitution, or with federal, state or provincial laws, and must be approved by the President or by the principal officer of the joint board to which the local is affiliated.

Section 2 Application

An application for a charter as a local shall be made to the GEB. The GEB may grant a charter containing such provisions as it deems advisable.

Section 3 Rights and Duties

(a) A local shall carry out the objectives, policies and decisions of Workers United. A local shall organize workers, negotiate and enter into collective bargaining agreements with employers in its jurisdiction, enforce such agreements and represent workers in the adjustment and settlement of justified grievances against employers except to the extent that Workers United, or the local's joint board, is charged with any of such responsibilities.

(b) Except to the extent that the local's joint board is charged with such responsibilities, a local shall have the right to engage, assign and direct any business agent, organizer, staff member or other employee in its direct employ and discipline, suspend with or without pay or discharge any such person.

Section 4 Vacancies

Except as may be provided otherwise in a local's bylaws, a vacancy on the executive board or in a local office or position not paid on a full time basis that arises between elections shall be filled by a majority vote of the executive board, subject to ratification at meetings of members. However, a local's constitution, bylaws or a resolution or decision of the local may provide a different procedure for filling such vacancies.

Section 5 Dissolution, Withdrawal or Merger of Local

A local may not withdraw from Workers United, go out of existence, dissolve, or join or amalgamate with a non-Workers United union without the prior consent of the GEB.

Section 6 Change of Address

Locals shall notify their joint boards, or if none, Workers United's Secretary-Treasurer, seven days in advance of any change of address.

ARTICLE 7 JOINT BOARDS

Section 1 Requirements for Charter

The GEB shall have the power to organize two or more locals located in the same city or area into a joint board, subject to ratification by the locals' memberships. The GEB shall define the jurisdiction of and cause charters to be issued to joint boards organized by it. Joint boards shall organize, coordinate and supervise the activities of their locals. A joint board may adopt governing documents that do not conflict with this Constitution or Workers United's policies. Governing documents adopted by a joint board must be approved by the President.

Section 2 Local Affiliation with Joint Board

(a) A joint board's locals shall remain affiliated with the joint board, unless exempted by the GEB.

(b) Delegates:

- (i) A joint board's membership shall consist of all the members of its locals who shall be represented by delegates in such number as the joint board's governing documents shall provide.
- (ii) The joint board's supreme governing body shall be the joint board delegates meeting. A special joint board meeting shall be called whenever requested by its principal officer or in any other manner provided by its governing documents.

Section 3 Joint Board President

Unless otherwise provided by the joint board's governing documents, the president shall preside at all meetings of the joint board and the executive board or board of directors thereof and shall countersign all checks when signed by the joint board secretary-treasurer. The president shall enforce the provisions of this Constitution and the joint board's governing documents. The president shall appoint and be an ex-officio member of all committees, except for election and finance committees.

Section 4 Joint Board Vice President

Unless otherwise provided by the joint board's governing documents, the vice president shall assist the president in the performance of the president's duties, shall act for the president in the president's absence, and, in the event of a vacancy, shall succeed to the office of president for the unexpired term.

Section 5 Joint Board Secretary-Treasurer

Unless otherwise provided in the joint board's governing documents, the Secretary-Treasurer shall:

- (a) receive all monies paid to the joint board and deposit them in its name in such bank or banks or invest them in such securities as the executive board or board of directors may authorize;
- (b) sign all checks drawn upon the joint board;
- (c) keep true and accurate accounts of all the transactions of the Secretary-Treasurer's office and shall make reports thereon to the executive board or board of directors and the joint board;
- (d) keep a record of the names and addresses of all local members;
- (e) keep correct minutes of all joint board meetings; and
- (f) have such further powers as are usual to the office.

Section 6 Manager

The manager or director shall be the joint board's principal officer. Where the constitution does not provide for a treasurer or Secretary-Treasurer, the manager shall have all of the powers, duties and responsibilities set forth in this Article's Section 5.

Section 7 Executive Board or Board of Directors

The executive board or board of directors shall be the joint board's highest governing authority between joint board delegate meetings. It shall exercise general supervision over its property and affairs. It shall have such further powers as are necessary or appropriate to effectuate the powers granted to it by this Constitution and by the joint board's governing documents. A majority of the members of the executive board or board of directors shall

constitute a quorum for the transaction of business, and decisions of the executive board or board of directors shall be by majority vote. However, no action shall be held invalid for lack of a quorum unless the question of the absence of a quorum was raised before such action was taken.

ARTICLE 8 AFFILIATES - GENERAL PROVISIONS

Section 1 Meetings

An affiliate shall hold meetings of its members periodically in accordance with the affiliate's governing documents.

Section 2 Special Meetings of Affiliates

A special meeting of any affiliate shall be called whenever requested by its president and secretary or by its manager or in any other manner provided by appropriate constitution or bylaws.

Section 3 Expenditures

(a) No affiliate shall make a gift or payment of over \$500, or any extraordinary remuneration for current service, or payments over and above stipulated salaries and collectively bargained benefits, other than wages, severance or expenses, to anyone holding a paid elective or appointive office or position in Workers United or any affiliate without the Workers United President's prior approval.

(b) All retirement plans, pension plans, severance pay or other rewards for past service for affiliate officers or employees, shall require approval for local officers or employees by local members, and for joint board officers or employees by the joint board delegates.

(c) Each affiliate shall hold its funds for its membership's sole benefit. No affiliate may make any expenditure other than for Workers United's and/or the affiliate's best interests.

(d) An affiliate's regular revenue shall be used only for the payment of per capita tax, strike benefits, legitimate expenses and for the objectives of Workers United and the affiliate.

(e) All wages, salaries and expense allowances paid to affiliate officers, employees, delegates and committees must be determined according to the affiliate's governing documents.

(f) No affiliate shall loan, give, or expend its funds to assist any seceding or antagonistic organization, or any affiliate that is violating this Constitution.

(g) No affiliate funds, monies, or other properties shall be withdrawn from bank accounts or other depositories, or shall be disbursed or transferred unless two or more officers, committee members, or other persons authorized to do so, shall sign the bank withdrawal slips, checks, or other necessary documents or authorizations.

Section 4 Insurance Funds

Trust Agreements covering insurance funds, pensions, or other welfare funds of a local, or its members as such, should provide for an audit or review, as applicable, at least once each year by a Certified Public Accountant, in Canada by a Certified General Accountant. Upon request, a copy of each audit made of such funds shall be sent to the Workers United's Secretary-Treasurer. Where such funds are not held pursuant to a Trust Agreement, the Secretary-Treasurer shall provide for the regular audit or review, as applicable, of such funds in the same manner as all other funds of the affiliate are audited.

Section 5 Insurance Coverage

The GEB shall set requirements for affiliate insurance coverage. The President shall implement these requirements.

Section 6 Incorporation

No affiliate shall be incorporated. Incorporation shall automatically invalidate the charter or other authority of such organization. This section shall not apply to Puerto Rico affiliates.

Section 7 GEB's Authority over Charter

(a) In accordance with its authority granted under Article 3, Section 6(f), the GEB may issue charters to an affiliate.

(b) The GEB may also dissolve or revoke any affiliate's charter for the following misconduct:

- (i) its failure to comply with this Constitution, or the policies, decisions or orders of a Workers United Convention, Workers United's President, or the GEB;
- (ii) its failure to permit inspection of its records when so directed by the GEB or Workers United's President or Secretary-Treasurer or its failure to file returns or reports with Workers United, as required under this Constitution;
- (iii) its failure to install a successor to any officer or other person removed by the GEB or by its authorized representative;
- (iv) its failure to discipline a member when so directed by the GEB;
- (v) its failure to enforce penalties imposed in accordance with this Constitution;
- (vi) its failure to pay per capita tax or other payments within sixty days after a demand has been made by Workers United and it has been put on notice of the GEB's intention to invoke this section; or
- (vii) any act of the affiliate intended or having the effect of terminating its status as a Workers United affiliate.

(c) The charter or other authority shall not be dissolved or revoked until the affiliate has been given notice of the charges and an opportunity to answer the charges. If the GEB decides to dissolve or revoke such charter or authority, it shall give the affiliate thirty days to comply with its decision before such action shall become effective.

Section 8 Authority over All Affiliates

The duties and powers of the GEB and Workers United's officers with respect to locals shall likewise apply to all other affiliates, except as provided otherwise in this Constitution.

Section 9 Trustees, Audit or Finance Committee

(a) Every affiliate, except for locals exempted by their joint boards, shall, in its governing documents, provide for trustees or an auditing or finance committee.

(b) Committee members shall not be officers.

(c) The committee shall periodically examine the affiliate's books and records and shall submit a written report on such examination to the affiliate and to its executive board.

(d) The committee shall have such further powers and duties as may be provided by the affiliate's governing documents.

Section 10 Affiliates Not to Relinquish Jurisdiction

No affiliate or officer or member shall take any action that relinquishes the Workers United's jurisdiction over any persons covered by Article 1, Section 4 without the GEB's prior approval, nor shall any affiliate, officer or member thereof by inaction knowingly permit the relinquishment of jurisdiction over any such person.

Section 11 Affiliate Reports

The GEB shall formulate policies for membership and financial reports that affiliates must make to Workers United. The policies shall include the reports' content, frequency, form, data recording methods and retention. Neither Social Security nor Canadian Social Insurance numbers shall be required.

ARTICLE 9 ELECTIONS - GENERAL PROVISIONS

Section 1 Election guidelines

The GEB shall cause to be promulgated guidelines for affiliate elections, consistent with this Constitution, which shall be followed by all affiliates.

Section 2 Eligibility to nominate and to vote

A member must be in good standing to be eligible to nominate a candidate and vote in any affiliate election.

Section 3 Eligibility requirements for officers, etc.

(a) The eligibility requirements to run for office and to continue to hold office for officers and executive board members of affiliates and for other full-time paid elective offices or positions in such organizations shall be set out in the affiliate's governing documents. No affiliate may impose an eligibility requirement that an individual be an affiliate member for more than two years. Eligibility requirements may be waived for good cause by Workers United's President, under standards uniformly applied.

(b) An affiliate's regular full-time paid officers, managers, business agents, organizers and staff members may not serve on the affiliate's executive board unless authorized by existing custom and practice and/or the affiliate's governing documents.

Section 4 Designation as a Slate

(a) Unless an affiliate's bylaws provide otherwise, any group of candidates for elective office or position which wishes to appear on the ballot as a slate shall submit a written request for such designation to the affiliate at least ten days before the election. If the election is to be conducted by mail ballot, any such request shall be submitted at least ten days before the ballots are scheduled to be mailed to the voters.

(b) A request for designation as a slate shall be approved by the affiliate's election committee provided that, in elections to fill more than five positions, the slate:

- (i) includes a candidate for at least two-thirds of the separate categories of offices or positions to be filled at the election (including categories which may have been filled by acclamation) and
 - (ii) where two or more places are to be filled in a category of elective offices or positions, includes at least one-half of the number of persons to be elected to each such office or position.
- (c) Neither Workers United Convention delegate nor joint board meeting delegate shall be deemed a “category of office or position” for purposes of determining whether a slate includes a candidate for at least two-thirds of the separate categories of offices or positions. An otherwise eligible slate may run candidates for Workers United Convention delegate or joint board meeting delegate if the slate includes at least one-half of the number of persons to be elected to each such office or position.
- (d) An election committee may withhold permission if the slate designation requested is so similar to that selected by another slate as to mislead voters.
- (e) Any candidate in an election may appeal to Workers United’s President from a decision granting or denying designation as a slate.
- (f) If a request for designation as a slate is approved, the ballot shall provide space at the head of the list of candidates so that one vote may be cast for all candidates appearing under such slate. Each candidate in such slate, however, shall in addition have printed opposite his or her name, a space or box in which an individual vote for him or her may be cast and recorded.

Section 5 Delegate by Virtue of Office

Affiliates may provide in their constitution and/or bylaws for inclusion among the duties of any one or more of their officers by virtue of their office to be a delegate to the joint board, to Workers United’s Convention, or to any other labor body to which they and/or Workers United affiliate, provided, that the notice of election for such office and the ballot shall specify such delegate status.

Section 6 Election by Acclamation

An affiliate’s governing documents may provide that whenever provision is made for the nomination and election of an officer or delegate and there is only one candidate for such office or candidates only in such number as the governing documents provide for such office, the chairperson of the meeting shall cast one ballot for such candidate or candidates and such of those candidates for whom the chairperson shall cast such ballot shall be declared duly elected.

Section 7 Impartiality of Affiliates

- (a) An affiliate or any of its committees shall not discriminate in favor of any candidate. It shall not advocate the election or defeat of any candidate in any printed statement purporting to be the official or authorized views of the organization. It shall not use the monies or other property of the affiliate for any such purpose.
- (b) This section shall not preclude any member holding office or position in an affiliate from exercising his or her democratic right to participate as an individual in any election in which he or she is a candidate or in any other election campaign.

Section 8 Campaign contributions

No candidate (including a prospective candidate) for any Workers United or affiliate office or supporter of a candidate may solicit or accept financial support or any other direct or indirect support of any kind from any nonmember of Workers United.

Section 9 Oath

Each member elected or appointed to an office or position of Workers United shall take the following oath, which shall constitute a commitment upon his or her installation:

“Upon my honor I pledge that I will truly and faithfully carry out the duties and responsibilities of my office. I will commit myself to organizing new members and to raising the standards of the members I represent in their workplaces, their communities and their countries. I will support training and education and will always strive to include all segments of our membership at all levels of decision making. I understand that membership involvement and empowerment yields commitment and builds our union. I will uphold the Constitution, bylaws and policies of our union. I will conduct my union business with ethics and integrity at all times. All of this I do so solemnly affirm.”

Section 10 Term of Office or Position and Installation

- (a) The term of an elective or appointive office or position in an affiliate shall begin with the date of installation and shall end on the date of the successor's installation. In the case of a US local, officers must be installed within three years of the preceding installation.
- (b) Affiliate officers must be installed no later than 60 days following the election or appointment.
- (c) The term of all elective or appointive offices or positions in an affiliate shall automatically end on the date such affiliate is dissolved, reorganized or expelled.

Section 11 Voting Methods

In any election under Article 10 through Article 12, inclusive, of this Constitution, proxy, write-in, telephonic, fax, email or sticker votes shall not be permitted to be counted, except as permitted by Article 11, Section 2(a) or as permitted by rules adopted by a Convention’s Rules Committee in accordance with Article 10, §3(a).

ARTICLE 10 ELECTION OF WORKERS UNITED OFFICERS

Section 1 Election

Each Workers United officer shall be elected from among the delegates to each regular Convention.

Section 2 Eligibility Requirements

To be eligible for any Workers United office, a delegate must be a member of Workers United in continuous good standing for at least two years before the Convention opens.

Section 3 Nomination and Election

- (a) Each regular Convention shall nominate and elect candidates for the offices of President, Secretary-Treasurer, no more than three executive vice presidents (one of whom shall be from

Canada), and no more than twelve vice presidents. The GEB shall determine the number of executive vice presidents and vice presidents to be elected, and these numbers shall be included in the notice required by Article 2, Section 8 or in a later notice issued under rules promulgated by the Rules Committee. The Rules Committee, meeting before the Convention, shall, subject to GEB approval and consistent with this Constitution, adopt rules governing nomination and election procedures.

(b) No nominee shall become a candidate for election unless the nomination is seconded by no fewer than fifteen (15) delegates at the Convention. Only delegates with the right to vote for Workers United officers may nominate or second nominations. The Tellers Committee shall receive completed nomination and acceptance forms.

(c) The Rules Committee may provide for slate voting as set forth in Article 9, Section 4 or otherwise.

(d) In the event of a contested election, the Rules Committee shall afford candidates a reasonable forum in which to campaign.

(e) In the event that there are qualified:

- (i) only one (1) candidate for President, or
- (ii) only one (1) candidate for Secretary-Treasurer; or
- (iii) only as many candidates for executive vice president as there are positions to be elected; or
- (iv) only as many candidates for vice president as there are positions to be elected;

the Tellers Committee chairperson shall cast one ballot for each such candidate or candidates.

(f) In the event that there are qualified:

- (i) More than one (1) candidate for President; or
- (ii) More than one (1) candidate for Secretary-Treasurer; or
- (iii) More than as many candidates for executive vice president as there are positions to be elected; or
- (iv) More than as many candidates for vice president as there are positions to be elected;

then such officers shall be elected by plurality vote in an election in which the delegate(s) of each affiliate present at the Convention shall cast weighted ballots equal to the number of members represented by the affiliate pursuant to the provisions of Article 2, Section 5(b) and (c).

(g) The Tellers Committee shall prepare ballots listing alphabetically the candidates for each office. Incumbent office holders shall be so designated by an asterisk before each incumbent's name. Instructions on the ballot shall advise delegates that if votes are cast for more than one candidate for President or Secretary-Treasurer or more than as many candidates for executive vice president as there are positions to be elected or if votes are cast for more than as many candidates for vice president as there are positions to be elected, the affected portion of the ballot will not be counted. For slate voting, the Tellers Committee need not list the candidates alphabetically for each office.

(h) Ballots shall be distributed to eligible delegates. Each ballot shall designate the number of members represented by the affiliate. In the case of an affiliate with more than one delegate, the number of votes shall be divided equally among the registered delegates, which number shall be designated on the ballot.

Section 4 Count of Votes and Certification

The Tellers Committee shall examine the ballots and keep a correct record of the vote. Candidates shall be entitled to have observers present during the voting and counting of votes. The Tellers Committee shall determine the number of observers, which shall be at least as many as necessary to observe the actual counting of ballots. The Tellers Committee shall report to the Convention, with its recommendations, on any appeals filed under Article 13, Section 4, or shall certify the election results to the Convention.

Section 5 Installation

Workers United officers shall take office upon certification of the election results by the chairperson of the Tellers Committee or following the final disposition of any appeals and shall continue in office until their successors are elected and the results are certified by the chairperson of the Tellers Committee or any appeals have been resolved. Under no circumstances shall any officer's term be extended for more than four years.

ARTICLE 11 ELECTION TO LOCAL OFFICES AND POSITIONS

Section 1 Nomination and Election Meeting

(a) Candidates for local office, executive board membership, elected business agent and other positions shall be elected in an election by secret ballot. At the local's option, nominations may be made at a special meeting called for that purpose prior to the local's election. The local shall give at least fifteen days' notice, by mail or posting at the relevant workplaces, to its members of the offices to be filled in the election and of the time, place, and form for submitting nominations, and shall afford office-seekers a reasonable period to engage in campaigning. If an election is necessary, the local shall mail to each member at the member's last known home address at least fifteen days before the election, through the union newspaper or by letter, notice of the date, time, place and manner of the election. The local may choose to provide notice of the date, time place and manner of an election by including such information in the nominations notice described above, so long as this combined nomination-election notice is mailed to each member at the member's last known home address at least fifteen days before the election through the union newspaper or by letter. If at the time of nominations, there is no contest for any or all offices or positions and there is therefore an election by acclamation, there is no need to schedule an election for those offices or positions, provided that the election committee examines the candidates' qualifications and declares them eligible. The requirement to give fifteen days' notice for the election of officers in Canada may be met by posting in the workplace, provided a reasonable effort is made to provide notice to those members whose attachment to the industry has been interrupted by temporary unemployment due to illness, economic condition or other good cause.

(b) A person may not be a candidate for more than one office or position if he or she cannot occupy such offices or positions at the same time.

Section 2 Election Procedure

- (a) Mail, telephone, electronic or other forms of ballots may be used.
- (b) Each qualified candidate shall be entitled to have one observer present in each polling place during the voting and the final tally and count of the votes. However, where slate voting has been authorized, the election committee shall fix an adequate and reasonable number of observers for each group. Each slate shall be entitled to the same number of observers, regardless of the number of candidates nominated as part of its ticket. A candidate may be an observer. All observers must be members in good standing of the local involved. The names of all observers must be designated in writing to the election committee. An observer may not electioneer within the polling place and shall be subject at all times to the authority of the election committee to conduct and supervise the election.
- (c) The votes shall be counted immediately after the polls close. The candidates receiving the highest number of votes shall be declared elected, unless the constitution or bylaws of the affiliate require that a candidate receive a majority of the votes cast.
- (d) Locals may provide in their governing documents that officers and/or delegates shall be elected by majority, rather than plurality vote, by adopting the following procedures. The election notice shall specify the run-off election date, if any, as well as original election date. A run-off election shall be conducted between the two candidates who receive the greatest number of votes in the original election.

Section 3 Election Committee

- (a) The Local Executive Board, or other officers as provided in the local's bylaws, shall appoint an election committee of at least three members. Committee members shall be in good standing, eligible to be a local officer or executive board member, and shall not be candidates in the election. If the local executive board or other officers designated in the bylaws fail to do so, the committee may be appointed by Workers United's President. This subsection (a) is subject to the provisions of subsection (b) of this Section.
- (b) In its discretion and subject to Workers United's President's approval, a local may appoint to the committee persons who are members in good standing of another local or who have demonstrated their support for the objectives of Workers United by their work for the trade union movement.

Section 4 Election Committee Procedure

The election committee shall:

- (a) examine the dues, records, and eligibility of each candidate who has been nominated;
- (b) remove from the ballot any candidate who is or has been found ineligible consistent with this Constitution or affiliate governing documents;
- (c) remove from the ballot any candidate who after a written request given within a reasonable time has failed to appear before the committee for examination of his or her eligibility as a candidate;
- (d) conduct and supervise the elections;
- (e) decide whether a member shall vote if his or her right to do so is challenged;

- (f) keep records of members who vote;
- (g) count and tally the vote and do so in the presence of any observers who wish to be present;
- (h) report the result of the election;
- (i) arrange for the preservation of all election records for at least one year; and
- (j) have such other powers as may be conferred on it by the local or its executive board which are not inconsistent with this Constitution and the local's bylaws.

ARTICLE 12 JOINT BOARD ELECTIONS

Section 1 Eligibility

If a joint board has not adopted eligibility requirements in its governing documents, eligibility for joint board delegates shall be as provided for Workers United Convention delegates.

Section 2 Nominations and Elections

(a) Each joint board, every four years or more often, shall nominate and elect by plurality vote in an election among the joint board delegates elected pursuant to the provisions of this Article the following officers unless other and/or additional officers or other provisions for the performance of their duties are provided in its governing documents: a manager or director; a president; a Secretary-Treasurer; and an executive board of directors of such number as provided in its governing documents, if so provided, all of whom shall hold office until their successors are elected and installed. A joint board may provide, in its governing documents, for direct election of officers by the membership. Canadian joint boards or joint councils shall hold elections in accordance with the applicable Canadian labour laws and their bylaws, but in no event shall elections be held less frequently than every five (5) years.

(b) Before any election, the joint board shall appoint an election committee, consisting of members who shall not be candidates for any other joint board office, to approve slates under Article 9, Section 4(b), to hear election appeals under Article 13, Section 2(c), and to perform any other duties delegated to it by the joint board executive board or by its governing documents.

(c) At least fifteen days prior to the election of delegates to a joint board, notice of such election (which notices may be given in a union publication) shall be given by mail to each member at such member's last known home address who is entitled to vote in such election.

(d) Joint boards may provide in their governing documents that officers and/or delegates shall be elected by majority, rather than plurality vote, by adopting the following procedures. The notice of such election shall specify the date of a run-off election, if any, as well as the date of the original election. A run-off election shall be conducted between the two candidates who received the greatest number of votes in the original election.

ARTICLE 13 ELECTION APPEALS

Section 1 Appeals

An appeal from a decision of the election committee of an affiliate may be made by a member of the committee or by a candidate or any other member adversely affected by the decision. Any further appeal may be made by such persons or by the election committee itself.

Section 2 Appeal Bodies

The following procedure shall apply and be strictly and expeditiously enforced in such appeals:

- (a) If the candidacy is for an office or position in a directly affiliated local, the first appeal shall be to the local's election committee. A second appeal may be made to be to the GEB.
- (b) If the candidacy is for an office or position in a local that is part of a joint board, the first appeal shall be to the local's election committee. The second appeal shall be to the joint board's executive board. A third appeal may be made to the GEB.
- (c) If the candidacy is for an office or position in a joint board or joint council, the first appeal shall be to the body's election committee. A second appeal may be made to the GEB.

Section 3 Appeal Procedures

Appeals shall be governed by the applicable provisions of Article 17, Section 15, and Article 17, Section 19, except that each appeal from a decision at each level must in any case be post-marked within ten days after it is issued.

Section 4 Appeals of Workers United officer elections

Any delegate desiring to protest any aspect of the conduct of the election of Workers United officers shall appeal immediately, in writing, to the Tellers Committee. If the Tellers Committee is unable to resolve the appeal to the satisfaction of the appellant and all affected candidates, then the Tellers Committee shall, as soon as feasible, report to the Convention its recommendations on the appeal. If the ballots have not yet been cast, the Convention may fashion a remedy and direct the Tellers Committee to effectuate the remedy. If the Tellers Committee is unable to report on the appeal until after the ballots are cast, the Tellers Committee, instead of certifying the election results to the Convention, shall report to the Convention the results of the balloting, together with its recommendations on the appeal. Where the Convention finds violations that may have affected the election's outcome, it shall have the power to order a re-vote, a ballot recount, or such other action to remedy the election violations as it deems appropriate. Otherwise, the prevailing candidates shall take office in accordance with Article 10, Section 5. In the event of a remotely conducted election, the Rules Committee may promulgate rules providing that the Appeals Committee, rather than the Convention, finally determine any appeals from the Tellers Committee.

ARTICLE 14 MEMBERSHIP

Section 1 General Eligibility Requirements

Any person attached to the industry shall be eligible for membership in this organization. A person is attached to the industry when employed in any employment over which Workers United exercises jurisdiction. Attachment to the industry shall be deemed to include and not be interrupted by temporary unemployment due to illness, economic conditions, other good cause uniformly applied, or service as a full-time paid officer, staff member or business agent of Workers United or any of its affiliates.

Section 2 Applications

Applicants for membership shall complete and sign authorization cards or other applications for membership. By joining Workers United, a member authorizes Workers United and the affiliates to which the member belongs to act as the member's exclusive agents for the purposes of collective bargaining in respect to rates of pay, wages, hours, or other conditions of employment.

Section 3 Acquiring Membership

An applicant for membership shall become a member of the affiliate and of Workers United upon acceptance of the membership application and the dues and fees that may be required. If a person who is not a member, or is ineligible for membership, pays dues that are accepted by an affiliate, such payment shall not confer any rights or benefits of membership. Nothing in this Article shall limit the right of a member holding two or more jobs to hold membership in two or more affiliates, so long as he or she satisfies the requirements of each, including payment of dues, separately.

Section 4 Limitations on Rejection

No local may reject any applicant by reason of race, religion, color, age, sex, national origin or citizenship status, sexual orientation, gender identification, marital status, or disability.

Section 5 Previously Suspended or Expelled Members

A member who, under Article 18, Section 8(a), has been automatically suspended for non-payment of fixed dues may be readmitted as a member only upon approval of the local. Such readmitted member shall pay an amount equal to the initiation fee and all fixed dues and other charges owing at the time of suspension, unless by past custom or practice the affiliate has uniformly waived this requirement. A member who has been expelled for disciplinary reasons may not make application for reinstatement for one (1) year thereafter, and may only be reinstated by the affiliate from which the member was expelled; except that members expelled by the GEB may be reinstated only by the GEB. Under no circumstances may a member who has been found guilty of embezzlement, misappropriation or fraud in violation of Article 17, Section 1(d) be eligible for any office or position as a delegate. Any member expelled for any reason other than the foregoing, who has been reinstated, may petition the President for restoration of full membership rights, including the right to hold office. The President shall have discretion to act upon such a petition.

Section 6 Associate Membership

The GEB shall have the authority to establish and implement a program for associate membership in Workers United under terms that are not inconsistent with this Constitution.

Section 7 Rights and Obligations of Membership

The rights and obligations of membership are governed by this Constitution and the affiliates' governing documents, and the affiliation agreement of any labor organization with which Workers United affiliates. A member shall notify his or her local of any change of address. A member shall pay all fixed monthly or weekly dues established by a Convention, the GEB or an affiliate. Only members in good standing shall have any right to vote, attend meetings or otherwise participate in the affairs of the affiliate.

Section 8 Dual Membership

(a) No person shall be eligible for membership in any affiliate or in Workers United who holds membership in any club, society, or other organization which in the opinion of Workers United's President, subject to GEB review, exercises or claims to exercise duties and functions similar to those exercised by Workers United or its affiliates, or which claims jurisdiction in whole or in part over matters which are within Workers United's jurisdiction.

(b) Membership in such organization shall constitute dual affiliation and any member holding dual affiliation who is directed by Workers United's President to resign from membership in such organization, but who refuses to do so, shall be suspended by the President. After charges and hearing as required by Article 17, the trial body may determine an appropriate penalty.

(c) An individual holding membership in another labor organization because of a servicing relationship sanctioned under Article 29, Section 7, or the requirements of a collective bargaining agreement governing another job held by the individual, does not violate this Section.

Section 9 Good Standing

Any member not suspended or expelled for any reason, including for non-payment of dues under Article 18, Section 8(a), is a member in good standing.

ARTICLE 15 WITHDRAWAL OR TRANSFER OF MEMBERSHIP

Section 1 Requests for Withdrawal of Membership

A member who is current in the payment of dues, fees, and any fines and assessments and against whom no charges are pending may withdraw from membership in an affiliate either (a) because the member is temporarily or permanently not employed in an industry coming under the Workers United's jurisdiction or (b) to work in jurisdiction of another affiliate. The affiliate shall grant withdrawal if these conditions are met and shall not otherwise classify a member as withdrawn except as provided in Section 2 of this Article. The affiliate shall give the member written, dated evidence of withdrawal. The affiliate shall promptly give notice of the member's withdrawal to Workers United.

Section 2 Automatic Withdrawal from Membership

A member who is not working in an occupation or industry under Workers United's jurisdiction but who is able and willing to work and has sought but failed to obtain employment or is temporarily absent from work due to illness, work-related accident, maternity, parental or similar leave of absence during that period and will be able to return to such occupation or industry within a reasonable period of time, and who continues to be a member in good standing, shall be permitted to retain membership for two years after the member's last day of work. After two years, the member is deemed to have automatically withdrawn from membership unless Workers United's President permits the member to continue membership under standards uniformly applied. An affiliate may adopt a bylaw or policy providing for the waiver of initiation or re-initiation fees for any individual seeking membership within one year of automatic withdrawal, and for the retention of the individual's initial membership date, whether or not the individual had previous membership in the particular affiliate to which the individual seeks admission.

Section 3 Prepaid Dues

If the member has prepaid dues for months after the month of withdrawal, the local shall refund the dues to the member at the time of withdrawal or as soon thereafter as is practical.

Section 4 Effect of Withdrawal

Upon withdrawal, a member ceases to have any obligation to pay dues to the affiliate, have any right to vote, attend meetings or otherwise participate in Workers United's or the affiliate's affairs. Any worker who works in Workers United's jurisdiction while on withdrawal shall have the withdrawal deemed revoked.

Section 5 Resumption of Active Status

(a) A withdrawn member may become active again in the same affiliate by paying the initiation or other fee, if any, charged by the affiliate to restore withdrawn members to active status and the dues appropriate for the member's trade or employment, if the member would be otherwise eligible for membership.

(b) A withdrawn member may become active again in another affiliate by paying the initiation or other fee, if any, charged by the new affiliate to restore withdrawn members to active status and the dues appropriate for the member's trade or employment, if the member would be otherwise eligible for membership and the new affiliate confirms with Workers United or the former affiliate that the member is still on valid withdrawal status, provided that if the member joins the other affiliate in the same calendar month he/she withdrew from the former affiliate, the member shall be considered by the new affiliate to be in good standing for that month and the member's dues obligation to the new affiliate shall begin the following month.

Section 6 International Solidarity

A member of a union in a country other than the United States or Canada, affiliated with the IndustriALL Global Union, International Union of Food, Agricultural, Hotel, Restaurant, Catering, Tobacco and Allied Workers Associations or the International Transport Workers Federation who produces a transfer card or other evidence from the union showing that he or she has been a member in good standing for not less than one year shall be admitted to membership in any Workers United local on the same terms as any Workers United member transferring from one local to another. However, membership shall be dated only from the date of admission to Workers United membership.

Section 7 Recall to Active Military Service

In the event a member of any local is recalled to active military service due to a prior military commitment, that member shall be issued a withdrawal card from the local at no cost to the member. Upon return from active service, such member shall be reinstated to membership in good standing at no cost to the member. In addition, the member shall be reinstated to any pre-service union offices held (whose terms have not expired) and his/her union membership shall be deemed uninterrupted for purposes of any requirements to run for union office.

ARTICLE 16 RETIREED MEMBERS

Section 1 Retirees Association

The GEB shall establish a Retirees Association.

Section 2 Error! Bookmark not defined.**Eligibility for Retiree Membership**

An individual may be eligible for retiree membership in Workers United and its Retirees' Association if the individual is a former Workers United member, or was a member of one of its predecessor unions, and either has retired from employment, or has reached 55 years of age and is not employed by Workers United, by a Workers United affiliate, or by an employer whose employees are represented by Workers United; or if the individual is a former employee of and is receiving a pension from Workers United, a Workers United affiliate or predecessor union, whether or not the individual was a member of Workers United or one of its predecessor unions.

Section 3 **Associate Retiree Membership**

Current members or employees of Workers United and/or its affiliates, who are 55 years of age or older, are eligible for associate Association membership, as are the spouses of regular or associate Association members. Associate members shall pay the same dues as regular members. They shall have all rights and benefits afforded full members, except that they shall be ineligible to serve as or vote for Association and Association chapter officers, executive board members and Workers United Convention delegates.

Section 4 **Rights of Retiree Members**

(a) Retiree members may participate in union meetings and may receive union publications, but they shall not have the right to run for office, or vote on any issue or in any election under this Constitution, except as provided in this Article. Retiree members are not in "good standing" for any purposes under this Constitution except as expressly set forth in this Article.

(b) Should a retired member return to employment in a Workers United represented work place, the member shall pay the dues required by the union, and comply with all other obligations of membership under this Constitution. He or she shall, during the time he or she is a member in good standing, have all the rights of members in good standing, including the right to vote.

(c) The rights of retired members in Canada shall be governed by applicable Canadian law.

Section 5 **Governance of Retirees' Association**

The Retirees' Association shall, by promulgating bylaws consistent with GEB resolutions, provide for the governance of the Retirees' Association. The bylaws and/or resolutions may provide for additional membership requirements.

Section 6 **Retiree Delegates to Workers United Convention**

(a) The Retirees Association may send no more than fifteen retiree delegates to Workers United's Convention. The Association shall, in consultation with the GEB's designated representative, and subject to GEB disapproval, determine the process to select its delegates.

(b) Each retiree delegate shall have one vote at Workers United's Convention. However, retiree delegates shall not vote for Workers United officers.

ARTICLE 17 **CHARGES, HEARINGS AND APPEALS**

Section 1 **Grounds for Charges**

A member or a person holding an elected or appointed office or position in Workers United or an affiliate may be required to appear at a disciplinary hearing when charged with any of the following offenses:

- (a) Violating any provisions of this Constitution or the constitution or bylaws of an affiliate, a decision of the Convention or a decision of any officers of Workers United or of an affiliate acting within the scope of their authority, or deliberately aiding or abetting another member in a violation.
- (b) Gross disloyalty or conduct unbecoming a member.
- (c) Gross inefficiency of a Workers United or affiliate officer that hinders or impairs the interests of Workers United or an affiliate.
- (d) Actual or attempted misappropriation, fraud or financial malpractice involving the assets of Workers United or any of its affiliates or any employee benefit plan.
- (e) Publicizing the internal affairs of Workers United or an affiliate except to other members.
- (f) Failure or refusal to abide by the rules of order and parliamentary procedure in Workers United's or an affiliate's meetings or creating any disturbance therein, or recording by any means the proceedings of any affiliate's official meetings.
- (g) Abuse of fellow members or officers.
- (h) Preferring charges maliciously or in bad faith or failing to appear and present evidence after filing charges.
- (i) Secession or fostering secession or sponsoring or advocating decertification of, or deauthorization of union security for Workers United or any affiliate; or of dual membership, as described in Article 14, Section 8.
- (j) Holding membership, office or position in a labor organization claiming jurisdiction over any trade or industry or branch thereof within the jurisdiction of, or in contractual relations with Workers United which was not established under this Constitution which attempts to shape or influence the policies or actions of or to displace Workers United or an affiliate, or active support or promotion of such a labor organization.
- (k) Working as a strikebreaker.
- (l) Violating standards of wages, hours and working conditions in a workplace covered by a collective bargaining agreement.
- (m) Discriminating against a member or any other person having business with the union based on race, color, religion or creed, national origin, age, disability, marital status, sex (including sexual harassment), sexual orientation, gender identification or citizenship status.
- (n) Retaining for his or her own use, or failing to deliver to his or her successor in any office or position, any property of Workers United or of an affiliate.
- (o) Ineligibility for membership under Article 14, Section 1, without withdrawing from membership.
- (p) Such other acts and conduct which tend to bring Workers United or an affiliate into disrepute, interfere with the performance of legal or contractual obligations of Workers United or an affiliate or which are in violation of sound trade union principles

Section 2 Form of Charges

All charges shall state: the name and address of the person being charged; the sections of the Constitution or bylaws which are alleged to have been violated; a brief statement of the facts indicating such alleged violation; and the name of the person and organization with whom the charges are being filed. They shall be signed by the person making the charges.

Section 3 Who May File Charges

One or more Workers United members having knowledge of the facts alleged to constitute a violation of this Constitution may file a charge against a member or officer of Workers United or any of its affiliates, except (a) a charge involving breach of an affiliate's bylaws may only be filed by a member of the affiliate or a Workers United officer, (b) charges against the GEB or the Executive Committee, as such, may be filed only by the governing body of an affiliate, and (c) any Workers United or affiliate officer may file a charge upon information furnished by a member.

Section 4 Where Charges Are Filed

(a) Charges against a local member shall be filed with the accused member's local. If the local is affiliated with a joint board, the local shall promptly send a copy of the charges to the joint board by facsimile or other means of immediate transmission. The joint board shall have the right by notice in writing to the parties and to the local's secretary to assume jurisdiction of any such charges and in that event, no action thereon shall thereafter be taken by the local. All further proceedings shall be taken by the appropriate joint board hearing body in the same manner as though the charges had originally been filed with it.

(b) A member of a local affiliated with a joint board may file charges with the joint board against:

- (i) a member of another such local,
- (ii) an administrative division of such other local,
- (iii) a member of any local involving violation of standards and working rules established in collective bargaining agreements,
- (iv) the executive board, as such, of any local,
- (v) a delegate to the joint board,
- (vi) any other person holding an elective office in a joint board or
- (vii) against any person serving two or more locals in an official or other elective capacity.

(c) Charges against the executive board, as such, of a directly affiliated local, a joint board or a Workers United officer (except for the Secretary-Treasurer) as an individual shall be filed with Workers United's Secretary-Treasurer.

(d) Charges against Workers United's Secretary-Treasurer shall be filed with Workers United's President.

(e) Charges against the GEB, as such, shall be filed with Workers United's Convention.

(f) Charges against the President shall be filed with Workers United's Secretary-Treasurer.

Section 5 Procedure When Filed

- (a) The body or officer with whom the charges are filed shall notify the accused of the same by sending a copy thereof by any mail service providing proof of delivery, or by delivering a copy of the charge to the accused personally.
- (b) Unless specified otherwise in an affiliate's governing documents, the affiliate's secretary shall give notice. When charges are filed with the Workers United's Secretary-Treasurer or with the Convention, the Secretary-Treasurer shall give notice. When charges are filed with the Workers United's President, the President shall give notice.
- (c) The accused shall be notified of the time and place of hearing and shall be allowed no less than ten (10) days from the time of such notification for the preparation of a defense. If such charges are amended or supplemented, the accused shall be allowed ten (10) days from the notification of such change for additional preparation.
- (d) No member may be tried twice for the same offense, provided that a further hearing ordered by an appellate body and a change in penalty following such further hearing are not precluded.

Section 6 Suspension Pending Hearing

- (a) Whenever in the opinion of Workers United's President, charges preferred against any Workers United or affiliate officer are of sufficient importance to warrant a temporary suspension pending hearing, the President shall have the right to suspend such officer pending the hearing of charges and the exhaustion of appeal remedies available in accordance with this Constitution for a period not to exceed 90 days. An affiliate receiving notice of such suspension shall honor the same forthwith. In the event such charges are not sustained, the accused shall be reinstated in office and paid the appropriate salary for the period of suspension.
- (b) Workers United's President shall suspend from membership, pending the disposition of charges under this Article, any member who disobeys a direction to resign from a dual affiliation in accordance with Article 14, Section 8(b).

Section 7 Who May Conduct Hearings

- (a) Hearings by an affiliate shall be conducted by hearing boards appointed as provided in the affiliate's governing documents. The hearing board shall consist of between one and five members. The GEB may itself conduct hearings on charges filed with the President or Secretary-Treasurer, or appoint one or more vice presidents for this purpose with authority to either decide the charges or make a report for the GEB's consideration together with such summaries, transcripts and exhibits as the GEB may direct. The accused member(s), the accuser(s), their representatives, witnesses and anyone who might benefit personally and directly from the outcome of the proceedings shall be disqualified from conducting a hearing or sitting on an appellate body considering such charges.
- (b) Whenever a charge is filed by or against the person or persons who would otherwise have the authority to appoint the hearing body, and if a joint board has not taken jurisdiction as provided in Section 4(a), the GEB shall have the authority, which it may exercise in its sole discretion, to:
 - (i) appoint the hearing body consisting of not fewer than three members from among the members of the affiliate involved, or

- (ii) designate another officer member of the affiliate involved to appoint a hearing body of at least three members of the affiliate, or
 - (iii) direct the joint board with which the local is affiliated, if any, to take original jurisdiction of the case, or
 - (iv) assume original jurisdiction.
- (c) Whenever a charge is filed against the President or Secretary-Treasurer of Workers United, the GEB may appoint a Workers United member to serve as hearing officer. No GEB member who filed the charge shall participate in the Hearing Officer's selection. A GEB member who is or may be a witness at a hearing in such case may still participate in Hearing Officer's selection.

Section 8 Summary Disposition

A charge may be dismissed without hearing if, after assuming the charging party's allegations to be true, the charges fail to describe actions which would constitute violations of Workers United's Constitution or an affiliate's governing documents, or if the charges are of such a nature that the interest of the Union does not justify the expenditure of time, money, and other resources necessary for the conduct of a disciplinary proceeding. The decision whether to dismiss shall be made by the GEB with respect to charges considered by them or by the governing body of an affiliate with which charges have been filed or which has properly assumed jurisdiction.

Section 9 Conduct of Hearing

- (a) The Hearing Officer or chair of the hearing board shall preside at the hearing, shall pass on all objections, and establish rules of decorum procedure not inconsistent with this Article.
- (b) The person preferring the charge or a member designated by the person preferring the charge as a representative shall present the evidence against the accused. The accused or a member designated by the accused as a representative may present the evidence for the defense. At the conclusion of the presentation of evidence by any witness, the opposing side may cross-examine such witness. Only such testimony as pertains to the specific charges being tried may be heard by the hearing board.
- (c) Where there is a joint hearing of more than one person upon charges accusing them of participation in the same offense, or accusing them of similar offenses arising out of the same transactions, there shall be only one representative for all such respondents unless the hearing board or hearing officer shall determine that the conflicting interests of the respondents require additional representation. Similarly, in a hearing upon charges filed by more than one complainant, there shall be only one representative for all such complainants unless the hearing board or hearing officer shall determine that the conflicting interests of the complainants require additional representation. Representatives must be members in good standing of Workers United and of the local, if charges are tried on the local level; of a local affiliated with the joint board, if charges are tried on the joint board level; and of Workers United, if charges are tried on the GEB level. Representatives may not be practicing lawyers.
- (d) Only members directly concerned with the case and Workers United representatives may be present during the hearing. Witnesses may be summoned to appear one at a time in accordance with the ruling of the hearing board or hearing officer.

(e) Each side shall procure the attendance of its own witnesses. Where a member whose testimony is vital to a case refuses to appear, the GEB shall have authority to assess a penalty against such member.

(f) In connection with any pending charge or investigation, the GEB and its authorized representatives may

- (i) direct the production of books or records by an affiliate or any officer, member or employee or any person having custody or control of such books and records and
- (ii) direct any member to appear before it or its authorized representatives to give testimony in connection with any pending charge or investigation and
- (iii) pay the expenses of such witnesses out of Workers United's general funds.

(g) When the accused fails to appear at a hearing, the hearing body may, if it desires, hear evidence in support of the charge before rendering a decision; or it may make further efforts to bring the accused before it.

(h) All decisions shall be in writing and shall be signed by those members of the hearing board who are in accord with the decision.

(i) Where the hearing board has authority to recommend penalty, the decision shall contain the penalty and the time for the accused to comply.

(j) The hearing body shall have the authority to order a stenographic, video or audiotape record made of the proceedings, and shall order a record upon an accused member's request. In the event that such record is not made, the secretary of the body, or the Hearing Officer, shall make a written record of the important evidence presented. Such records shall be made available to a higher authority hearing the case on appeal.

Section 10 Hearing Upon Written Evidence

Where the accused consents to a hearing upon written evidence and waives oral hearing after the service of the charges, the GEB, the hearing officer or the hearing board may try such cases by furnishing the accused with a statement of the facts supporting the charges. The accused shall then have ten (10) days within which to reply to the accusations and to submit in writing, evidence, including affidavits if desired, in rebuttal of the charges. The GEB, the hearing officer or the hearing board shall make a decision based upon the evidence in their possession at the conclusion of this procedure.

Section 11 Decision on Charges

(a) The hearing board or hearing officer shall have the right to reprimand, suspend, expel, fine for strikebreaking or otherwise discipline in accordance with the provisions of this Constitution. Judgments of suspension or expulsion from membership shall become effective only on ratification by the executive board of the affiliate or the Workers United body or officer who appointed the hearing officer.

(b) An accused member must comply with any penalty imposed within the time specified by the hearing board or officer, or by the executive board or Workers United body or officer in the case of orders of suspension or expulsion, unless stayed by an appellate body. Nothing in this Section, however, shall be deemed to prohibit the President from exercising authority pursuant to this Article's Section 6.

Section 12 Appeal Bodies

Appeals may be taken from a decision of a local to the joint board, if the local is affiliated with one. If the local is directly affiliated with Workers United, the appeal may be taken to the GEB. Joint Board decisions may be appealed to the GEB. GEB decisions may be appealed to the Convention, subject to the provisions of Section 13 of this Article.

Section 13 Appeals to the Convention

Appeals to the Convention must be submitted to the Appeals Committee at least thirty days prior to the commencement of the Convention by submitting an appeal in writing to the Secretary Treasurer. The Appeals Committee shall review the case and make recommendations to the Convention.

Section 14 Time Limit for Appeal

All appeals must be taken within thirty (30) days from the date that a final decision is mailed to the accused. However, election appeals must be taken within ten (10) days in accordance with Article 13, Section 3.

Section 15 Procedure for Appellant

In order to perfect an appeal, an appellant shall mail a written notice of such appeal to the Secretary of the body or to the officer to whom the appeal is directed. Appeals to the GEB and to the Convention shall be filed with the Secretary-Treasurer. No specific form shall be required, but such notice shall state the decision being appealed from, and indicate the hearing body that rendered the decision. The appellant may file a written statement in support of the appeal within ten (10) days after filing the appeal. The appellant may request a stay of the penalty at the time the notice of appeal is filed. The appellate body may require partial or full compliance with a penalty as a condition for a stay.

Section 16 Procedure for Hearing Appeals

When an appeal has been taken, the appellate body's secretary shall request the hearing body to submit all records, transcripts, and exhibits to the appellate body or officer. The appellate body shall consider the appeal on the basis of the record, exhibits and written statements. The accuser may be requested to submit an additional statement to the appellate body when the accused has done so. Application for oral argument may be made to the appellate body, which the appellate body may grant in its discretion.

Section 17 Power of Appellate Body

The appellate body shall have the authority to set aside, affirm, modify, increase or decrease the penalty imposed, or to reverse the determination and remit the matter for future action or rehearing by any lower hearing body as it may designate. In considering an appeal based upon technical errors or procedure, the appellate body may, if substantial justice can be done, give any party an opportunity to correct such errors. Objections to procedure and notice which have not been raised before hearing, or at the earliest moment possible during hearing, by any party shall be deemed to have been waived.

Section 18 Obligation to Exhaust Remedies

Every member or affiliate of Workers United feeling aggrieved by any action taken, or failure to act by Workers United, its officers, or any affiliate or the officers or members thereof,

with respect to any matter, contract or right thereunder, or thing relating to or affecting the affairs of Workers United or an affiliate, or with respect to the hearing of charges or appeals therefrom, shall be required to exhaust all remedies of appeal, protest, grievance procedure, or arbitration permitted such member or affiliate under the terms of this Constitution, the affiliate's governing documents or contract, before resorting to any court or other tribunal.

Section 19 Failure to Exhaust Remedies

A member shall be deemed to have exhausted his/her internal union remedies following a disposition to an appeal to the GEB. Any member who brings a legal action against an affiliate, Workers United, the officers or members thereof as such, or who participates in such an action in a representative capacity, without first exhausting all remedies provided by this Constitution shall be deemed to have waived all remedies available under this Constitution and shall be subject to charges for violation of this Constitution and, if found guilty, shall be subject to such penalty as may be imposed; provided, however, that nothing in this Article shall be interpreted in such a manner as to conflict with applicable Federal or Provincial law.

Section 20 Inapplicability to NLRB or Similar Charges

Exhaustion shall not apply to the filing of National Labor Relations Board unfair labor practice charges, EEOC discrimination charges, or similar legal or administrative proceedings, in the U.S. or in Canada, in which a union may not require exhaustion.

ARTICLE 18 DUES, PER CAPITA AND FEES

Section 1 Dues

- (a) The GEB shall develop policies for affiliate dues systems. These policies may provide for dues systems in which part time or low paid employees pay less and/or need not pay otherwise mandatory dues increases. Percentage dues systems and graduated dues systems shall be among the permissible systems.
- (b) No local may fix higher dues or levy special or general assessments except (1) by majority vote by secret ballot of the members in good standing voting at a general or special membership meeting, after reasonable notice of the intention to vote upon such question, or (2) by majority vote of the members in good standing voting in a membership referendum conducted by secret ballot.
- (c) No joint board may fix higher dues or levy special or general assessments except (i) by majority vote of the delegates voting at its regular meeting, or at a special joint board meeting held upon not less than thirty days' written notice to the principal office of each affiliated local, or (ii) by majority vote of the joint board's members in good standing voting in a membership referendum conducted by secret ballot, or (iii) by majority vote of the members of its executive board, pursuant to express authority contained in its constitution or bylaws: Provided, That the executive board's action shall be effective only until the joint board's next regular meeting.
- (d) Affiliates may provide for uniform policies waiving dues for periods during which members do not receive pay from which dues may be checked off. Such policies may also provide that these members do not lose good standing for periods during which dues is so waived.
- (e) The President may authorize an affiliate to increase dues at a rate less than the amounts provided for herein, or to not increase dues, under standards uniformly applied.

Section 2 Initiation Fees

(a) The initiation fee for membership in Workers United shall be set by each affiliate in accordance with the procedures set forth in this Article, Section 1(b) or (c).

(b) The joint boards, subject to GEB review, shall have the power to waive the payment of initiation fees by newly formed affiliates, for newly-organized shops, or where special circumstances so require, under standards uniformly applied.

Section 3 Per Capita Payments

Per capita payments shall be made by all affiliates pursuant to the Affiliation Agreement between Workers United and SEIU, as amended.

Section 4 Strike Fund

The GEB may provide for a system of affiliate contributions to establish and maintain a Workers United Strike and Defense Fund. The President shall establish rules and procedures for distribution of money from the Strike and Defense Fund.

Section 5 Political Fund

The GEB may provide for a system of affiliate contributions to a special segregated political fund established in accordance with applicable Internal Revenue Service codes and regulations. Expenditures from this fund shall be for political purposes, including contributions to candidates for non-Federal offices where such contributions are not prohibited by law. This provision shall not apply to per capita taxes received from affiliates chartered in Canada.

Section 6 Temporary or Seasonal Service Fees

(a) Individuals engaged in temporary or seasonal work whose length of employment and possibility of recurring employment in an affiliate's jurisdiction is of such duration that immediate collection of the entire initiation fee would not be justified, shall pay a temporary, seasonal or permit service fee. This includes, among others, individuals who are required by an affiliate to pay a fee per event worked, as in the case of sports venues. Individuals paying an amount equal to regular dues for such period of employment are eligible for membership under the same terms and conditions of any other individual eligible for membership in the Union working in a Union represented establishment if they choose to become members.

(b) If an individual who pays temporary, seasonal or permit fees continues working under a local's jurisdiction after the end of the temporary or seasonal employment, the individual must perfect his or her membership in the local by paying the required initiation fee. The current month's temporary service fee shall be applied to the initiation fee.

Section 7 Agency Service Fees

Non-members employed in bargaining unit positions may be required to pay an agency service fee subject to applicable law and the collective bargaining agreement.

Section 8 Arrearage in Payments

(a) Any member being two calendar months, or, if dues is paid weekly, eight weeks in arrears for the payment of any dues shall be considered automatically suspended. The provisions of Article 17 shall not apply to such suspension. A member, whose dues have been withheld by his

or her employer under a collective bargaining agreement, shall not be deemed in arrears because of the employer's delay or default in dues remittance.

(b) Whenever a member is indebted to an affiliate or to Workers United, such debt shall be collectible wherever such member holds membership. Upon failure to pay the amount due, the affiliate to which the debtor member belongs, on demand of the creditor, shall suspend the said member.

ARTICLE 19 FINANCES – AFFILIATE FINANCIAL PRACTICES

Section 1 Deposit of Affiliate Funds.

All monies that are the property of an affiliate shall be deposited in a bank designated by the affiliate, in the affiliate's name subject to withdrawal only upon the signatures, actual or facsimile, of two designated officers authorized by the affiliate. The affiliate's Secretary-Treasurer shall promptly deposit all affiliate monies.

Section 2 Error! Bookmark not defined. Records

Each affiliate shall maintain records of members' payments of dues, initiation fees, and/or other payments. The form of such records shall be approved by Workers United's Secretary-Treasurer.

Section 3 Financial Reports

Affiliate unions shall file with Workers United copies of all financial reports filed with the appropriate federal government.

ARTICLE 20 AFFILIATE – WORKERS UNITED FINANCIAL TRANSACTIONS

Section 1 Payments by Affiliates

All monies paid by an affiliate to Workers United shall be paid by check or by electronic transfer.

Section 2 General Fund

Except as provided in Article 18, Section 4 and 5, or as otherwise provided by this Constitution, all funds received by Workers United from any source whatsoever shall be placed in the General Fund and all Workers United expenditures for any purpose shall be from the General Fund. All funds shall be used for all purposes that such funds have been used in the past, including but not limited to organization of new members, negotiation and enforcement of collective bargaining agreements, administration of the Union, political (except as prohibited by law), legislative and educational purposes deemed to be in the best interests of this organization, public relations and charitable purposes, affiliation with or support of other labor organizations and other groups, and fulfillment of any other functions of a labor union.

ARTICLE 21 AUDITS – WORKERS UNITED AND ITS AFFILIATES

Section 1 Certified Public Accountant's Audit

A Certified Public Accountant external to Workers United, selected by the Secretary-Treasurer, shall make an annual audit or review as applicable of Workers United's financial records. The final audit report shall be presented to the GEB, which shall satisfy itself as to the

accuracy and completeness of the report. Workers United's books shall be closed December 31st of each year.

Section 2 Audits of Subordinate Bodies

The President, the Secretary-Treasurer or the GEB may order an audit of an affiliate at any time. The audit shall include all financial records, membership records and per capita computations, and any other records deemed necessary by the auditors including records of trust funds of any kind. If performed by an audit firm, the affiliate must file a copy of the audit with the Secretary-Treasurer within sixty (60) days after the audit period's expiration.

Section 3 Affiliates to Furnish Documents

Upon request by the President, the Secretary-Treasurer or the GEB, an affiliate's officers shall produce or cause to be produced forthwith at a place designated by such officer or it, all the books and records of such affiliate or subject to the affiliate's control, before the requesting officers or such other person as they may designate, for examination and audit. As used herein, the words "books and records" shall include, without limitation, all the books and records of all welfare, social insurance, vacation, holiday, retirement funds, real estate and real property trusts, corporations or holdings, and all other funds of any other nature whatsoever in which such affiliate, or its officers or membership, have a right of administration or beneficial interest, and the books and records of all subsidiary or affiliate organizations in which such affiliate, or its officers or membership, have an interest.

ARTICLE 22 PROPERTY

Section 1 Charter

The charter granted to an affiliate shall be and remain Workers United's property to be used by the affiliate only so long as it complies with this Constitution and the policies, rules and directives of Workers United.

Section 2 Property Held by Affiliates

(a) All initiation fees, dues, other payments due or owed by members, and all other funds and property and all books and records in the possession of or subject to the control of any affiliate shall be and remain the property of Workers United, but shall be retained by the affiliate with full power to use them for its proper purposes so long as such affiliate holds a valid charter issued by Workers United, or until an affiliate receives notice that an employer employing all of the affiliate's members will permanently close its operations and terminate all of the affiliate's members.

(b) An affiliate shall use its assets exclusively to fulfill the organizational purposes set forth in this Constitution and shall not liquidate or dispose of them, in whole or in part, by dividing them among the members, directly or indirectly, or by expending or diverting them in any other manner which violates this Constitution. Workers United's President and Secretary-Treasurer shall take all necessary steps to protect the Union's property.

(c) When the charter of an affiliate is revoked or becomes invalid, or when an affiliate receives notice from an employer that the employer will permanently close its operations and terminate all of the affiliate's members, then the charter shall be delivered to Workers United. The affiliate's funds, books, records and other property held by or for such affiliate shall immediately

be delivered to and all rights thereto transferred to the affiliate's joint board; or, in the case of a directly affiliated local, to Workers United. It shall administer all such property in the best interests of Workers United's members. Such delivery and transfer shall be made immediately, as necessary, to the Joint Board's principal officer; or to Workers United's Secretary-Treasurer, or their designee, by the bonded officer or person with custody or control of such property.

Section 3 Bond and Custody of Property

(a) Union officers and employees having custody or control of the funds or property of an affiliate or of Workers United shall be bonded for the faithful discharge of their duties with a highly-rated bonding company selected by the Secretary-Treasurer in accordance with applicable federal regulations. All such individuals shall be bonded for at least the minimum amount required by Federal law.

(b) Each affiliate shall pay the bond premiums on its officers and employees in a manner determined by Workers United's Secretary-Treasurer.

(c) Each officer, executive board member, business agent, representative and employee of Workers United and its affiliates shall deliver to his or her successor or to the GEB upon demand all union funds and property in his or her possession or control. He or she shall not be released from his or her bond until fully accounting for and delivering the union's assets.

Section 4 Real Property

(a) Where applicable law permits, real property may be acquired and held in the name of Workers United or its affiliates, as the case may be.

(b) Alternatively, Workers United or its affiliates that hold or acquire real property may hold such property as follows:

- (i) Workers United or an affiliate may form a stock corporation to hold such property and all of its stock shall be issued in the name of Workers United or an affiliate thereof, except for such qualifying stock as required by law to be issued to the individual directors of such corporation. All such stock, whether issued to Workers United, its affiliates or individual directors, shall be endorsed by the holders in blank and held in trust for the members of Workers United, and/or the affiliates under the provisions of this Constitution. The holders of such stock shall be obligated to vote their shares for such directors of the corporation as the GEB or the affiliate's executive board or board of directors may designate. Where stock is issued in the name of a director, if one of the directors loses his or her union office, position or employment as the result of an election or otherwise, retires, dies, or is otherwise disqualified from acting as director, the stock issued in that director's name shall be transferred to his or her successor and be endorsed and held by the latter as provided herein; or
- (ii) Workers United or an affiliate may organize a non-profit membership corporation as long as effective control of the corporation is vested in the GEB, or in an affiliate, as the case may be.

Section 5 Real Estate Ownership, Sale, Encumbrance, or Lease

An affiliate may not establish or participate in a plan to hold real estate which does not permit Workers United to audit fully the building funds in the same manner as the affiliate's assets are audited.

Section 6 Investments

The GEB shall have the power for Workers United and the executive board of an affiliate shall, under the supervision of the GEB, have power for such organization to invest the funds held by it in such securities and investments as they may deem advisable and which are investments of the type permitted by law and to purchase or sell, for cash or on credit, convert, redeem, exchange for other securities or other properties, or otherwise dispose of, any securities or other property at any time held by them. They shall have power to designate agents with full or limited written authority to execute and deliver assignments, transfers or other written instruments and to exercise any right appurtenant to securities or other property held by it at any time. They shall have power to borrow money for their proper purposes and to pledge or hypothecate these securities or investments held by them as security for the payment of such loans. Workers United may guarantee the payment of any obligation or debt of any affiliate.

Section 7 Prohibited Uses

The withdrawal, transfer or use of funds or property in a manner not provided for herein is a violation of this Constitution.

ARTICLE 23 STRIKES AND STRIKE BENEFITS

Section 1 Notice and Approval of Strikes

- (a) A local affiliated with a joint board shall submit all disputes to it. The method by which a strike vote is taken shall be determined by each affiliate's governing documents. It shall require a majority vote of those voting in order to sanction a strike, unless an affiliate's governing documents require a higher percentage.
- (b) The principal officer of any joint board or directly affiliated local shall request the President's authorization to engage in any strike in excess of seven working days. The President may authorize the strike effective as of the strike's first day.
- (c) The President's authorization shall not render Workers United a party or a participant in any strike or impose any liability on Workers United or its officers. Such authorization is solely for the purpose of assuring compliance with this Constitution and recognition that amicable means of adjustment have been exhausted and that the best interests of the membership have been protected. Such authorization is also a necessary step to obtain consideration for strike or defense benefits **Error! Bookmark not defined.**
- (d) The President may assume charge over any sanctioned strike.

Section 2 Strike and Defense Fund

The Workers United Strike and Defense Fund shall be used for the purposes of organization, defense, strikes and providing out-of-work relief to needy participants in a strike which has been sanctioned by the President or who are unemployed because of a lockout which has been so determined by the President. The President may determine in his or her discretion to make loans or grants to other unions from the Workers United Strike and Defense Fund engaged in strike activities. The President shall set Strike and Defense Fund benefits, taking into account all relevant considerations. The President may require that some part of the strike benefits be paid by the affiliate, under standards uniformly applied. The first payment of relief shall be for the second week of a strike or lockout. Where the President deems it necessary, under standards

uniformly applied, the President may change the amount of the out-of-work relief and the portions thereof to be paid by the Strike and Defense Fund and the affiliate involved in the dispute.

Section 3 Financial Assistance

Neither Workers United nor its Strike and Defense Fund shall give any financial assistance in any strike or lockout unless the President has been notified officially of the dispute and has approved the financial assistance.

ARTICLE 24 ETHICAL PRACTICES CODE

Workers United and its affiliates are bound by the SEIU Code of Ethics and Conflict of Interest Policy, which is found at <https://d3jpbvtfqku4tu.cloudfront.net/img/SEIU-Code-of-Ethics-2016-English.pdf>.

ARTICLE 25 CANADIAN AFFILIATES

Section 1 Councils

All reference in this Constitution to joint boards shall, in Canada, be deemed to refer to councils and joint councils.

Section 2 Separability

If any provision of this Constitution, or the application of such provision to any Canadian officer, member, person or circumstance, shall be held invalid, the remainder of this Constitution or the application of such provision to other officers, members, persons or circumstances, shall not be affected thereby.

Section 3 Official Languages

Workers United recognizes that Canada has two official languages, English and French; and shall make every effort possible to render its projects, activities and services in both of these official languages. Workers United shall also be known as Travailleurs Unis (UTIS).

ARTICLE 26 LIABILITY

Section 1 Liability of Workers United and Officers

Except for a Workers United officer, chief of staff or department head, no person holding an elective or appointive position, or an organizer, employee, representative or agent of Workers United or an affiliate shall make or be empowered to make any contract, including collective bargaining agreements, or incur any liability or act for Workers United or any officer thereof, or represent, commit, or bind Workers United or any officer thereof or receive legal process on its or his or her behalf binding upon Workers United or any officer thereof, unless authorized in writing by the GEB. Neither Workers United nor any officer or agent thereof shall be liable under any such contract or for any such acts of any such organization or any such person. All affiliate officers, representatives, and organizers, acting in these capacities, shall be agents only of such affiliate and shall not be Workers United agents.

Section 2 No Liability for Employer's Failure to Provide Safe Workplace

Neither Workers United nor any of its affiliates, nor any officer, executive board member nor other person holding an elective or appointive office or position therein shall be responsible for the failure of any employer to comply with standards of sanitation, safety and health required by law or by a collective bargaining agreement.

ARTICLE 27 ELECTED OR APPOINTED PAID POSITIONS

Section 1 Future Employment

- (a) Each person who is elected or appointed to a full time paid position in Workers United or in any affiliate, who deals with employers on terms or conditions of employment or in connection with the enforcement or observance of agreements is deemed to agree that if for any reason his or her term of office or position or tenure of employment is terminated,
- (i) the person will not seek or accept, for a period of at least five years (or such maximum amount of time as is permitted by law) from the date of such termination, any office or employment with an employer or an association or group of employers of Workers United represented employees which requires the person to provide any services which would further their new employer's or principal's dealings with Workers United or with any of its affiliates; and
 - (ii) Workers United or the appropriate affiliate may refuse to deal with that person if he or she violates this undertaking, and may utilize any other available remedy to prevent any actual or threatened breach of such undertaking; and
 - (iii) the person consents to issuance of any injunction against any such actual or threatened breach.
- (b) This agreement by such person is automatically effectuated by the acceptance of such office or position or employment. It is a condition to the holding of such office or position and shall be a limitation on his or her tenure.

Section 2 Ineligibility for Employment with Workers United

No person who would be disqualified from service as a Convention delegate under Article 2, Section 9(c), shall hold an elective or appointive office or position in Workers United or in an affiliate. A disqualified person's rights may be restored under Article 2, Section 9(e) or Article 14, Section 5.

Section 3 Accrued Vacations of Officers and Employees

- (a) Affiliate employees, including paid officers, shall accrue no more than two years vacation time.
- (b) Any affiliate employee accumulating two years vacation time shall stop accruing vacation time until the employee uses vacation time to reduce the employee's accrual below two years.
- (c) Any affiliate employee, with accrued vacation time exceeding two years on this section's effective date, may use all vacation time accrued until the effective date, but shall accrue no additional vacation time until the employee uses vacation time to reduce the accrual below two years.

(d) Any employee, whose vacation entitlement would otherwise increase (e.g. whose annual entitlement would increase from two weeks to three weeks) while the employee has two or more years accrued vacation time, shall use accrued vacation at the old rate until the accrued vacation falls below two years, after which time only newly accrued vacation shall accrue at the increased rate.

(e) Employees shall not be paid in lieu of taking paid vacation time off, except upon separation.

(f) This section shall apply except to the extent that it contradicts local law.

ARTICLE 28 UNION LABELS

Section 1 Authority Over Labels

With respect to all Workers United labels, Union Cards, trade names, trademarks, or other insignia, the President:

(a) Shall have complete authority and jurisdiction;

(b) May in these matters delegate authority to affiliates, which shall limit themselves to such authority as is delegated to them;

(c) Shall approve a form or forms of any insignia;

(d) May repossess insignia whenever he or she sees fit;

(e) May change the provisions, terms and conditions of agreement relating to the issuance of insignia;

(f) May direct affiliates respecting the issuance or possession of insignia.

Section 2 Use of Union Label

The President may, at his or her complete discretion, grant to or revoke from employers, licenses for the use of the label identifying products as manufactured by employers in contractual relations with Workers United or its affiliates.

Section 3 Display of Union House Card

The Union House Card may be issued to any proprietor in the hospitality industry who desires to operate a union establishment provided the proprietor signs the Workers United House Card contract. No Union House Card shall be displayed in any establishment unless workers employed therein coming under Workers United's jurisdiction are Workers United members. The Union House Card may not be removed from any establishment except by authority of Workers United or the affiliate that issued the card.

Section 4 Labels May Not Be Sold

The Union Label and the Union House Card issued by Workers United shall remain Workers United's property. No right of ownership may vest by reason of the payment of any fees, or the assumption of any obligation, in any person granted the right to use said card or label.

ARTICLE 29 AFFILIATIONS AND RELATIONSHIPS WITH OTHER ORGANIZATIONS

Section 1 National Labor Federations

Workers United shall be affiliated with such labor federations as are approved by the GEB.

Section 2 Affiliation with Central and State Bodies

Except as otherwise provided for herein, affiliates may become affiliated for their full membership with their respective State or Provincial Federations of Labor, Central Labor Councils or Unions, and in Canada with the Canadian Labour Congress. Every affiliate shall designate, in accordance with its bylaws, delegates to such organizations.

Section 3 Order for WithdrawalError! Bookmark not defined.

Whenever, in the opinion of Workers United's President, a State Federation, Central Labor Council, or other organization of any nature whatsoever, with which an affiliate is affiliated, conducts its affairs in a manner hostile to, or contrary to the best interests of Workers United or any of its affiliates, Workers United's President may order the affiliate to withdraw from such organization and cease all association with the same.

Section 4 Other Affiliations

The GEB may on behalf of Workers United enter into relations by way of affiliation or otherwise with other labor organizations operating in other countries or on an international scale, including those in all industries within its jurisdiction, and appoint delegates or other representatives to represent Workers United at Conventions, conferences or other delegate bodies of such organizations.

Section 5 Representatives

The President shall have the power to designate and appoint on behalf of Workers United the persons to serve as members of any board, body or committee, governmental or otherwise, on which Workers United is to be represented.

Section 6 Formal Partnerships

The GEB shall have the power to enter into formal partnership with organizations consistent with Workers United's goals. The GEB may affiliate Workers United with another union under Article 13, Section 6(j) and (k).

Section 7 Service Agreements

Any affiliate, subject to GEB approval, or the GEB itself, may enter into agreements with other unions providing that Workers United or an affiliate would service a workplace represented by another union; or providing that another union may service a workplace represented by Workers United or an affiliate.

ARTICLE 30 APPLICATION AND AMENDMENT OF CONSTITUTION

Section 1 Binding Effect

This Constitution shall be binding upon Workers United and each affiliate. It shall be binding upon each member, officer, executive board member, business agent, organizer,

employee, representative and agent of Workers United and of each of its affiliates. Such affiliates and such persons shall not have the right or authority to waive any provision of this Constitution and any such waiver shall not be binding upon Workers United or its affiliates.

Section 2 Separability

(a) The GEB shall have authority to revise any provision of this Constitution which is found to be in conflict with applicable law.

(b) If any provision of this Constitution, or the application of such provision to any officer, member, person or circumstance, shall be held invalid, the remainder of this Constitution or the application of such provision to other officers, members, persons or circumstances, shall not be affected thereby.

Section 3 Amendment or Repeal

(a) Any provision of this Constitution may be amended or repealed by the affirmative vote of two-thirds of the votes cast at the Convention, a quorum being present, at any regular Workers United Convention or a special Convention called for that purpose.

(b) Any such amendment or repeal shall be effective on the first day of the month immediately following the Convention, unless another effective date is specified by such Convention.

Section 4 Submission of Amendments

Amendments to this Constitution may be submitted in the following ways:

(a) An affiliate may submit a proposed amendment by adopting such proposal at a regular meeting and forwarding it to the Secretary-Treasurer sixty (60) days prior to the Convention's opening.

(b) Workers United's President or the GEB may submit proposed amendments as a part of their official reports to the Convention or at any other time.

(c) All proposed amendments, no matter how submitted, shall be in writing, and shall be separated from other written matter.

(d) Referral to Constitution Committee: At the Convention, all proposed amendments shall be referred to the Constitution Committee or appropriate Committee designated by the President and shall be voted upon by the Convention after the Committee's report on such proposals is read. Any resolution dealing with a fundamental principle in this Constitution and intended to have a permanent regulatory effect shall be treated as a proposed amendment to the Constitution and referred to the Constitution or appropriate Committee.

Section 5 Conflicting Provisions

All resolutions or parts thereof in conflict with this Constitution are hereby repealed, insofar as they are inconsistent with this Constitution. The GEB is hereby authorized to make appropriate changes in such resolutions in accordance with this Constitution.

APPENDIX A: LOCAL UNION BYLAWS

(In accordance with the Constitution, these bylaws are to be used as the bylaws of local unions unless and until those locals adopt their own bylaws that are consistent with the Constitution. Note that a joint board may have adopted its own model bylaws, which would entirely supersede these model bylaws; or may have adopted provisions governing their locals, which would supersede only specific provisions of these bylaws).

ARTICLE 1 MEMBERSHIP MEETINGS

Section 1 The Local's membership shall be its supreme governing body whose decisions shall be final unless contrary to a Joint Board decision or any Workers United or Joint Board constitutional provision, or reversed on appeal as provided by the Workers United or Joint Board Constitutions.

Section 2 The Local shall meet regularly at least every four months as a whole or by worksite at the Local's headquarters or at a location specified by the Local or the Executive Board. The Local shall notify members of each meeting's time and place by posting a copy of the notice in the Local's office and in other places where meeting notices are customarily posted.

Section 3 The Local may hold a single meeting in two or more sessions conducted at different times and/or locations. The sessions shall be deemed one meeting for all actions and deliberations. On any proposition for which a vote is required, such vote shall be accumulative and the total vote cast for all sessions shall constitute the Local's action.

Section 4 A quorum for the purpose of transacting the Local's business shall consist of not less than 10 members present in person at any meeting. For meetings held in multiple sessions, 10 members shall be required at each session. No action of any meeting shall be invalid for lack of a quorum unless a member raised the question of lack of a quorum before such action was taken. Any meeting at which a quorum is present may transact any business coming before the meeting without prior notice of the business to be transacted except as these Bylaws otherwise provides. However, the Local shall give notice of any meeting called for nominating officers or for amending these Bylaws. Unless these Bylaws otherwise provide, all meeting decisions shall be by a majority of those voting.

ARTICLE 2 OFFICERS - ELECTION AND ELIGIBILITY

Section 1 The officers of the Local shall consist of a President, a Secretary Treasurer, and Joint Board delegates. Depending on the number of delegates and alternates which the Local may be entitled to serve as joint board delegates, the following shall serve in the following order: the President, the Secretary Treasurer, and any separately elected joint board delegate(s).

Section 2 Officers shall be nominated and elected by plurality vote in an election by secret ballot among the members in good standing triennially at a meeting held on a date fixed by the Executive Board.

Section 3 No member who is two (2) months or more in arrears in the payment of dues shall be entitled to be a candidate for office or to vote for officers.

Section 4 A candidate for office must be a member in good standing for at least one year before the election date, and must otherwise meet the eligibility requirements set forth in

Workers United's Constitution. A person may not be a candidate for more than one office or position if he or she cannot occupy such offices or positions at the same time.

Section 5 At least fifteen (15) days before the nomination meeting, the Local must give written notice of the meeting by posting or by mailing. The notice must state:

- (a) the offices to be filled;
- (b) the time, place, and date of the nomination meeting
- (c) that members must be in good standing by the beginning of the nomination meeting to be eligible to nominate candidates;
- (d) that members must be in good standing for a year before the beginning of the nominations meeting to be eligible to run for office;
- (e) that nominations will be accepted from the floor;
- (f) that candidates must accept their nominations before the close of nominations, either in person or in writing;
- (g) that a secret ballot election will be conducted if necessary at a date, time and place specified in the notice;

Section 6 At the executive board meeting preceding the nomination meeting, the executive board shall appoint an election committee comprised of at least three members in good standing who will not be candidates in the election, and who are eligible to be elected as officers or executive board members.

Section 7 The Local shall not discriminate in favor of any candidate. It shall not advocate the election or defeat of any candidate in any printed statement purporting to be the official or authorized views of the organization. It shall not use the monies or other property of the affiliate for any such purpose. This section shall not preclude any officer from exercising the officer's democratic right to participate as an individual in any other election campaign.

Section 8 At the nomination meeting, the election committee chairperson shall request nominations for candidates. Nominations shall require one (1) second. No nominee shall be placed upon the ballot unless the nominee accepts the nomination. Prospective nominees who do not attend the meeting may submit written acceptances to the recording secretary or to an election committee member no later than the close of nominations. No member may be a candidate for more than one office, except that candidates may run for Joint Board or Convention delegate and for any other office. The election committee shall examine the dues records and determine the eligibility of each nominee.

Section 9 If there is only one candidate nominated for an office, the Election Committee Chairperson shall cast one ballot for such candidate or candidates, and shall declare these candidates duly elected.

Section 10 Election Notice: If an election is necessary, at least fifteen (15) days before the election, the Local must cause to be mailed a notice (which notice may be given in a union publication) to each member at the member's last known home address. The notice must:

- (a) list the offices to be filled;
- (b) set forth the election's time, place, and date;

- (c) state that members must be in good standing in order to vote
- (d) state that a secret ballot election will be conducted at a date, time and place specified in the notice;

Section 11 Slate Voting:

- (a) Any group of candidates that wishes to appear on the ballot as a slate shall submit a written request for such designation to the election committee at least ten (10) days before the election. If the election is to be conducted by mail ballot, any such request shall be submitted at least ten (10) days before the ballots are scheduled to be mailed to the members.
- (b) Permission may be withheld by the election committee if the slate designation requested is so similar to that selected by another slate as to mislead voters.
- (c) Any candidate in an election may appeal to the Workers United's President from a decision granting or denying designation as a slate.
- (d) If a request for designation as a slate is approved, the ballot shall provide space at the head of the list of candidates so that one vote may be cast for all candidates appearing under such slate. Each candidate in such slate, however, shall in addition have printed opposite her or his name, a space or box in which an individual vote for him or her may be cast and recorded.

Section 12 For all contested offices, the election committee shall conduct and supervise the election. Each candidate shall be entitled to have a number of observers set by the election committee. Each observer shall be a member in good standing designated in writing by the candidate. Observers may be present in the polling place during the voting and the final tally and vote count. The election committee shall safeguard the secrecy and honesty of the election. Each voter must sign and print his or her name on a list maintained by the election committee. The voter should be given a ballot, permitted to mark the ballot in secret and to place the ballot in a ballot box. The election committee shall decide challenges to a member's voting right; keep voter records; and count and tally the vote and do so in the presence of any observers who wish to be present. The election committee shall count only the votes for candidates duly nominated and properly on the ballot. It shall not count proxy, write-in or sticker votes. The election committee shall announce and certify the results of the election in a signed statement, and report the election results at the next executive board meeting. It shall preserve all ballots and other records pertaining to the election for one year after the election.

Section 13 Appeals concerning the conduct of the election shall be taken in accordance with Workers United's Constitution, Article 13.

Section 14 Officers shall hold such office until their successors are elected and installed. Installation of officers shall be held at the next meeting after the election, but no more than three years after the preceding installation. The new officers shall take the pledge set forth in Workers United's Constitution, Article 9, Section 9. The outgoing officers shall immediately turn over all books, records, property and assets belonging to the Local to the newly installed officers.

Section 15 Vacancies in any elective office may be filled by a majority vote of the Executive Board, subject to ratification at the next membership meeting. The individual selected shall hold office until a successor is elected and assumes office. The Executive Board may, in its discretion, call a special election at any time to fill a vacancy in any elective office, in which event the person selected by the Executive Board to fill the vacancy shall serve only until the

successful candidate at such special election assumes office. Special elections shall be conducted in accordance with the bylaws governing regular elections. The officers so elected shall serve until the next regular election and until their successors are elected and assume office.

ARTICLE 3 OFFICERS — DUTIES

Section 1 Duties of President. The President shall:

- (a) be the Local's chief executive officer and shall transact such business as is usual to the office of the President, subject, however, to the disapproval of the Local Executive Board;
- (b) preside over all membership and executive board meetings;
- (c) rule on all questions of law and order at such meetings;
- (d) sign all checks, bank withdrawal slips or other authorization for the withdrawal of the funds, money and properties of the Local when countersigned by the Secretary Treasurer;
- (e) be an ex-officio member of all special and standing local committees;
- (f) appoint such committees as are not otherwise provided herein;
- (g) have the authority to inspect the Secretary Treasurer's books and records.

The President may vote on questions of membership and other matters voted on by secret ballot, but as Chairperson of meetings the President may cast only the deciding vote on other matters.

Section 2 Duties of the Secretary Treasurer. The Secretary Treasurer shall:

- (a) receive all monies paid to the Local and deposit them in its name in such bank or banks or invest them in such securities as the Executive Board may authorize;
- (b) jointly with the President, sign all checks drawn upon the Local;
- (c) keep true and accurate accounts of all the Secretary Treasurer's transactions;
- (d) arrange to have an audit of such accounts made at least annually;
- (e) make audit reports to the Executive Board, and the Local; and
- (f) keep correct minutes of all Local and Executive Board meetings;
- (g) conduct the Local's correspondence;
- (h) have such powers and duties as are usual to the office;
- (i) keep a record of the names and addresses of all of the Local's members and of rejected applicants for membership and of suspended or expelled members, together with the grounds therefore.
- (j) make any reports required under Workers United's Constitution, Article 8, Section 11.

ARTICLE 4 THE EXECUTIVE BOARD

Section 1 There shall be an Executive Board consisting of the President, Secretary Treasurer, and the Joint Board delegates.

Section 2 The Executive Board shall be the highest governing authority within the Local between membership meetings. It shall exercise general supervision over its property and affairs.

It shall have such further powers as are necessary or appropriate to effectuate the powers granted to it by the Workers United or Joint Board Constitutions, and by these Bylaws.

Section 3 The Executive Board shall have power, subject to the approval of the Local and the provisions of the Workers United and Joint Board Constitutions, to invest the funds and properties of the Local; to authorize the Local's expenditures or the use of the Local's property to effectuate any of its objectives; to borrow money and to pledge any of the Local's property or securities as security therefore, and to buy, sell, exchange, rent lease or otherwise acquire or dispose of real or personal property; and shall fix the salaries, if any, of the elective officers. It shall present a report of its activities to each Local meeting for approval.

Section 4 The Executive Board shall meet regularly at least once every four months at a time and place fixed by the Board. The President may call special Executive Board meetings at any time upon reasonable notice to the Board members by mail at their home addresses and by posting in the Local office the time and place of the meeting and the business to be transacted thereat. Direct telephonic notice shall be sufficient in emergencies. A majority of the Executive Board members shall constitute a quorum required for the transaction of business and the Board shall make decisions by a majority of those voting. No action of any meeting shall be invalid for lack of a quorum unless a member raised the question of lack of a quorum before such action was taken. The Executive Board shall meet in executive session upon the President's order.

Section 5 The Executive Board shall cause to be preserved for at least seven (7) years the Local's financial books, accounts and records.

Section 6 The Executive Board shall cause to be bonded those shop chairpersons (or stewards) who receive dues and assessments where there is no check-off system in such amounts as it deems necessary. The Local shall pay the premiums for these bonds.

Section 7 The Executive Board may, by resolution, appoint a committee to hear such charges against Local members. Hearings shall be conducted in accordance with Workers United's Constitution, Article 17.

ARTICLE 5 AUDITING COMMITTEE

Section 1 The Auditing Committee¹ shall consist of at least three (3) members who shall not be officers nor executive board members and who shall serve three year terms.

Section 2 This Committee shall periodically examine the Local's books and records and shall submit a written report on such examination to the Local and to its Executive Board.

ARTICLE 6 AMENDMENTS

Section 1 The members may modify or repeal any provision of these Bylaws, or add new provisions, by a majority of the members voting on the question, at a regular meeting, or special meeting called for that purpose.

Section 2 Bylaw amendments may be submitted for adoption by a majority vote of the members attending any membership meeting, by the Executive Board, or by petition signed by not less than one-third of the Local's members filed with the Secretary-Treasurer.

¹The Auditing Committee can also be designated as the Trustees or the Finance Committee.

Section 3 Notice of a vote to adopt amendments must be given at the regular meeting preceding the meeting at which the vote takes place, and by posting notices for fifteen days at the Local's office (if any) and at the members' workplaces (if permitted by contract or practice) or by mail.

ARTICLE 7 WORKERS UNITED AND JOINT BOARD CONSTITUTIONS

All the terms and provisions of Constitutions of Workers United and of any joint board to which the Local is affiliated, shall be deemed a part of these Bylaws. In the event of a conflict between these Bylaws and the provisions of the Workers United or the Joint Board Constitution, the latter Constitutions shall control.

APPENDIX B: SEIU CODE OF ETHICS

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. 2

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.

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(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.

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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:

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- (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

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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;

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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 10

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 11

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

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

SECTION 20. *Failure to Cooperate; Bad Faith Complaints.* Unreasonable failure by a covered individual to fully cooperate with a proceeding or investigation involving an ethics complaint or alleged violation of this Code shall constitute an independent violation of this Code. SEIU reserves the right, subject to notice, investigation and due process, to discipline persons who make bad faith, knowingly false, harassing or malicious complaints, reports or inquiries.

SECTION 21. *Original Jurisdiction.*

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

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

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

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

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

(a) If after review of the allegations of violations of the Code in a complaint or formal charge, the Ethics Officer finds that the allegations have merit and/or warrant further investigation, he shall recommend a response or course of action for the International Union to respond to the complaint or 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 13

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.