SEIU LOCAL 73
CONSTITUTION AND BYLAWS
Constitution and Bylaws
Service Employees International Union, Local 73

PREAMBLE

Uniting members and the communities we serve, SEIU Local 73 inspires and wins social and economic justice by igniting and exercising our power so that workers, families, and our communities are respected and thrive now and for generations to come.

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Article 1: NAME, JURISDICTION AND AFFILIATION

This organization shall be known as Service Employees International Union Local 73 (the Local), affiliated with the Service Employees International Union (SEIU). The jurisdiction of the Local shall embrace all public employees and private service employees funded by public money and any other workers as designated, or limited by the International Executive Board of the Service Employees International Union. This includes but is not limited to the State of Illinois and Northwest Indiana.

Article 2: OBJECTIVES

The objectives and purposes of the Local shall be to benefit its members and improve their condition by every means, including but not limited to:

1. **Organizing and uniting in this Local** all working men and women eligible for membership, regardless of political opinion, religion, race, creed, color, national origin, ancestry, sex, marital status, sexual orientation, gender expression, age, residence or citizenship status or disability, thereby making ourselves stronger.

2. **Securing and improving wages, hours and working conditions** for our members through organization, collective bargaining, legislative and political action, and the utilization of other lawful means.

3. **Training New Leaders from the ranks of our membership & maximizing direct membership participation within our Local structure** to effectively fight for our interests at every level of society, including the workplace, politics and legislation, the community, organized labor and every legal front in which we can participate and strengthen our influence.

4. **Building Community Strength** by participating in all such community, social, political, economic and cultural struggles that improve the communities we live in and other activities, whether on local, national, or international levels that will advance this Local's standing in the community and in the labor movement and further the interests of our organization and its membership.

5. **Supporting and upholding the rights of all people**, regardless of race, religion, creed, color, national origin, ancestry, residence or citizenship status, sex, sexual orientation, marital status, gender expression, age, disability or political opinion, through cooperation and assistance, by moral, monetary or other means with any organization, whether or not affiliated, which has common cause and objectives with our Local and its membership.

6. **Joining with the rest of Organized Labor** in all efforts to achieve a better life for working men and women locally, nationally and internationally.
7. **Affiliating workers in independent organizations** through agreements which recognize the history, unique needs and traditions and successes of such organization, and making every effort possible to provide such organizations the same type of services which have benefited our existing members.

**Article 3: MEMBERSHIP**

**Section 1. Eligibility.** Any person employed in any employment within the jurisdiction of the Local, and any person in paid service to the Local, provided that such individual is not represented for the purposes of collective bargaining by another labor organization in the position that would otherwise qualify him or her for membership, shall be eligible for membership in accordance with these Bylaws.

**Section 2. No Discrimination.** There shall be no discrimination against any member or applicant for membership for reason of race, color, gender expression, marital status, creed, national origin, residence or citizenship status, disability, religion, ancestry, political opinion, affiliation, age, sex or sexual orientation.

**Section 3. Membership Categories**

A. **Regular Member.** A regular member, or a member in good standing of this Local, is a person eligible for membership under Section 1 of this Article and who has voluntarily signed a union application for membership and paid the current dues obligation, except where such dues obligation is waived by the provisions of these Constitution and Bylaws.

B. **Associate Member.** A regular member who has terminated employment or vacated a represented bargaining unit position within a jurisdiction represented by the Local, or the employ of the Local, and was a member in good standing at such time, and any person not eligible for regular membership who shares the goals of the Local, may become an Associate Member. Such membership entitles the member to serve on Local wide committees and participate in Local union meetings. Associate members are not eligible to run for Local union office or entitled to vote at union meetings or in Local officer elections or on agreements that apply to representation units.

C. **Retired Member.** A regular or associate member, as described in Sections 3(A) & (B) of this Article, who retires from employment and who has been in continuous good standing of the Local for at least one (1) year prior to retirement, is eligible for membership in the Retired Members Chapter. Such membership entitles the member to serve on Local union committees and participate in Local union meetings. Retired members are not eligible to run for Local union office or entitled to vote at Local meetings or in Local officer elections or on agreements that apply to representation units.
Section 4. Members Rights and Responsibilities.

Every member by virtue of voluntarily signing a union application for membership and paying full union dues has the duty and responsibility to adhere to and follow the terms of these Constitution and Bylaws. The rights of Local members include:

1. **The Right to Vote in union elections**; the right to nominate candidates; to participate in union meetings; the right to choose the leaders of the union in a fair and democratic way.

2. **The Right to Have Your Opinions Expressed**, heard and respected. Each member's right to be heard is subject to reasonable rules and regulations under parliamentary authority for maximum full expression of debate in an orderly manner.

3. **The Right to Participate in Union Activities**; the right to be informed of union activities, plans and programs including the right to be educated in union values and union skills;

4. **The Right to a Full Accounting of union finances** and the proper stewardship over Union resources used to accomplish the union's programs and goals.

5. **The Right to Receive a Copy of Your Collective Bargaining Agreement**, and the right to participate in the union's bargaining efforts and to vote on your union contract.

6. **The Right to exercise all rights under these Bylaws free of coercion, force or violence.**

7. **The Right to a copy of the Constitution and Bylaws of the International Union and the Local.**

8. **The Responsibility to participate in building a strong and more effective labor movement**, to support the organizing of unorganized workers, to help build a political voice for working people through participation in the political and legislative activities of the union and to stand up for one's co-workers and all workers on the job and off the job.

9. **The Responsibility to participate in the internal life and governance of the union.**

10. **The Responsibility to treat all fellow union members fairly and with respect and dignity.** Members shall, by no word or action, seek to undermine or injure a fellow member.

11. **The Responsibility to Assist the Elected Officers or Union Representatives** of this organization in the performance of their duties and to render such assistance and support as may be needed. No member shall interfere with the elected officers or designated union representatives in the performance of their duties.

12. **The Responsibility to adhere to the terms and conditions of their collective bargaining agreements** and to refrain from any conduct that would interfere with the performance of the union's legal or contractual obligations.

13. **The Responsibility Not to Engage or Promote Dual Unionism or Disaffiliation** in the course of any meeting. The duty not to slander or libel this Local, its members or its officers. The duty not to be a party to any activity to secure the disestablishment of this Local as the collective bargaining agent for members in any bargaining unit. No member shall be permitted at any assembly or meeting of other members to engage in any of the conduct herein before described.

14. **The Responsibility to pay their Dues as required by the Constitution & Bylaws.** Members shall immediately notify the office of the Local when they change their addresses. Members who are delinquent in dues for three (3) consecutive months shall stand automatically suspended as members of the Local and from all rights and privileges of such membership.
15. **The Responsibility to Respect All Other Members' Rights.** Any member who violates another member's rights or fails to comply with the above rules shall be punished at the discretion of the Executive Board, following the filing of charges and the conduct of a hearing in accordance with the provision of the Constitution and Bylaws.

16. **The Rights and Responsibilities** established by the International Union in the SEIU Member Bill of Rights and Responsibilities in the Union and On the Job, as set forth in the SEIU International Constitution and Bylaws.

**Section 5. Exclusive Representation.** All members by virtue of membership in this Local, authorize this Local to act as their exclusive bargaining representative with full and exclusive power to execute agreements with their employer governing terms and conditions of employment and to act for them and have final authority in presenting, processing, and adjusting any grievance, difficulty, or dispute arising under any collective bargaining agreement or out of employment with such employer in such manner as this Local or its officers and representatives deem to be in the best interest of the Local. This Local, and its officers and representatives, may decline to process any such grievance, complaint, difficulty or dispute, if in their reasonable judgment, such grievance, complaint or dispute lacks merit.

**Article 4: ORGANIZATION AND OFFICERS**

**Section 1. Structure and Authorities.** The governance structure of the Local shall consist of the following:

A. Leadership Assembly.

B. Executive Board.

C. Executive Committee.

D. The Executive Officers (President, Secretary-Treasurer, and two (2) Executive Vice Presidents).

E. Committees as established in these Constitution and Bylaws.

F. Chapters as established by the Executive Board pursuant to these Constitution and Bylaws.

**Section 2. Distribution of Leadership Assembly Delegates and Executive Board Members.** Regions and numbers of Delegates to the Leadership Assembly, and numbers of Members to the Executive Board, shall be based on the most recent numbers of represented workers in the Local before the time that the Elections Committee is selected, based on the principles of one Executive Board Member for every 1,000 represented workers within a Region (or majority portion thereof), and one Leadership Assembly Delegate for every 50 represented workers within a Region (or majority portion thereof). The Secretary-Treasurer shall be responsible for providing the Executive Board with information necessary for the Executive Board to determine a fair distribution of such seats.

For the first election of Executive Board Members and Leadership Assembly Delegates, the Regions shall be as set forth in Appendix A, but the number of Executive Board Members and Leadership Assembly Delegates within a Region may be subject to change if the number of
represented workers changes before the notice of nominations of Executive Board Members and Leadership Assembly Delegates.

Before future nominations and elections for Executive Board Members and Leadership Assembly Delegates, the Executive Board, upon recommendation of the Secretary-Treasurer, may change the Regions and/or numbers of Leadership Assembly Delegates and Executive Board Members per Region based on changes in membership, applying the ratios listed above. The Executive Board shall ensure in any changes to the Regions or number of seats that fair representation is maintained for all parts of the Local.

Section 3. Leadership Assembly. The Leadership Assembly shall serve as the highest policy making body in the Local and shall establish the policies and programs of the Local to advance the goals and interests of the membership, review the work of the Local from the preceding year, and adopt goals for the upcoming year. All powers of the Local not specifically covered under the SEIU International Constitution and Bylaws, these Constitution and Bylaws, or by Resolution of the Local are reserved to the Leadership Assembly. Action taken by the Leadership Assembly shall be the official policy of the Local.

A. Composition of the Leadership Assembly. The Leadership Assembly shall consist of the President, Secretary-Treasurer, two (2) Executive Vice Presidents, five (5) Vice Presidents, Executive Board Members, and Leadership Assembly Delegates.

B. Election of Leadership Assembly Delegates. Leadership Assembly Delegates shall be elected for a three-year term at the same time as the regular election for officers is held. Members in good standing shall only be eligible for Delegate positions within their Region, and elected by the members within their Region. The number of Leadership Assembly Delegates per Region shall be based on a principle of one Delegate for each 50 represented workers within a Region (or majority portion thereof).

C. Leadership Assembly Meetings. The Leadership Assembly shall meet no less than once each calendar year, beginning in 2019. Additional meetings may be held as determined by the President. The President, with consent of the Executive Board, shall set the date, time and location of the Leadership Assembly, and proper notice shall be provided to all members of the Leadership Assembly at least thirty (30) days prior to its convening. Meetings of the Leadership Assembly are open to the general membership who may attend as observers, except that the Leadership Assembly can convene in closed session to deliberate on personnel and litigation issues.

D. Quorum. A majority of the filled seats of the Leadership Assembly shall constitute a quorum for the transaction of business at any meeting of the Leadership Assembly provided that at least one (1) of those present is either the President or the Secretary-Treasurer. The action of a majority of the Leadership Assembly members present at a meeting at which a quorum has been met shall be the action of the Local. The President shall not be entitled to vote except in the event of a tie, where the President shall cast the deciding vote.

Section 4. Executive Board. The Executive Board is the governing body of this Local, which is authorized and empowered to take all lawful actions granted to it by these Constitution and Bylaws, consistent with the policies set by the Leadership Assembly. Actions of the Executive Board shall become effective immediately and shall be considered the action of the Local. The authority and responsibility of the Executive Board includes the following:
a. **Set policies, develop strategy and participate in the enactment of the Local’s goals and objectives with measurable standards** consistent with the actions of the Leadership Assembly and these Constitution and Bylaws.

b. **Financial Oversight and Approval of Local Finances.** Develop and approve the annual budget. Examine the certified audit of the Local and supervise the handling of all funds. The Executive Board shall vote on purchases, leases, and other long-term financial commitments of over $100,000.

c. **Do all acts, not expressly authorized herein, which are necessary or proper in implementation of the above duties for the protection of the property of the Local for the benefit of the organization and members.**

A. **Executive Board Composition.** The Executive Board shall consist of the President, Secretary-Treasurer, two (2) Executive Vice Presidents, five (5) Vice-Presidents, and Executive Board Members.

B. **Election of Executive Board Members.** Members in good standing shall only be eligible for Executive Board Member positions within their Region, and elected by the members within their Region for a three-year term. The number of Executive Board Members per Region shall be based on a principle of one Executive Board Member for each 1,000 represented workers (or majority portion thereof).

C. **Executive Board Meetings.** The Executive Board shall meet at least quarterly at a regularly scheduled time and place known to the membership. Special meetings of the Executive Board may be called at such time and place as shall be determined by the President. Written notification with the purpose of the special meeting shall be given three (3) days in advance except in case of emergency. Meetings of the Executive Board are open to the general membership, except that the Executive Board can convene in closed session to deliberate on personnel and litigation issues. The general membership may attend Executive Board meetings as observers, and may address the Local and its officers during the member comment section of the agenda, which must be a part of every Executive Board meeting. During the member comment section of the meeting, members shall have a right to speak and address the Local’s officers and Executive Board Members, subject to reasonable limitations of the Executive Board.

D. **Quorum.** A majority (fifty percent plus one) of the filled seats on the Executive Board shall comprise a quorum to do business provided that at least one (1) of those present is either the President or the Secretary-Treasurer. The action of a majority of the Executive Board present at a meeting at which a quorum has been met shall be the action of the Executive Board. The President shall not be entitled to vote except in the event of a tie, where the President shall cast the deciding vote.

E. **Reimbursements.** Executive Board Members shall be reimbursed for reasonable out-of-pocket expenses, including wages lost, if any, for attendance at each meeting of the board, provided that they substantiate their expenses or lost wages in accordance with the procedures established by the Local.
Section 5. Executive Committee. The Executive Committee is responsible for the coordination and implementation of policy and carrying out the decisions of the Leadership Assembly and the Executive Board. The Executive Committee shall report regularly to the Executive Board on actions taken in furtherance of its responsibilities.

A. Executive Committee Composition. The Executive Committee shall be composed of:
   a. four full-time compensated officers (President, Secretary-Treasurer, and two (2) Executive Vice Presidents), and
   b. Five (5) Vice Presidents who are not compensated officers of the Local and must be represented for purposes of collective bargaining by the Local at the time of nomination.

B. Elections. All Executive Committee officers shall be elected at-large.

C. Executive Committee Meetings. The Executive Committee shall meet monthly at a place, date, and time set forth by the President upon reasonable advance notice to the members of the Executive Committee. The Executive Committee is authorized to transact business and make timely decisions that cannot wait for full Executive Board meetings, which must be reported to the Executive Board at the next regular meeting.

D. Reimbursements. Executive Committee members shall be reimbursed for reasonable out-of-pocket expenses, including wages lost, if any, for attendance at each meeting of the Executive Committee, provided that they substantiate their expenses or lost wages in accordance with the procedures established by the Local.

Section 6. Executive Officers. The President, Secretary-Treasurer, and two (2) Executive Vice Presidents shall constitute the full-time, compensated Executive Officers, elected at-large and responsible for the daily administration of the Local and the specific duties set forth in these Constitution and Bylaws.

Article 5: DUTIES OF THE PRESIDENT

Section 1. Principal Executive Officer. The President shall be the Principal Executive Officer of this Local. The President shall have the right to direct the Secretary-Treasurer to disburse funds.

The President shall preside at all meetings of the Local, including but not limited to the Annual Leadership Assembly, regular union meetings, Executive Board meetings, and Executive Committee meetings. The President shall have the right to vote on all questions when it is necessary to break a tie. The President shall appoint all committees unless otherwise provided for herein and shall be an ex officio member of all committees. The President shall have the full power and authority to sign any contracts and agreements or any other documents for and in behalf of the Local (subject to the limitations contained in these Constitution and Bylaws) and is authorized to execute the same in the name of the Local and in their behalf. The President shall sign all orders for the disbursements of the organization's funds as provided by these Constitution and Bylaws or by the special direction of the Local or the Executive Board, provided that, before the President makes a purchase of goods or non-professional services over $25,000, he or she shall secure at least three (3) competitive bids, and the President shall present a recommendation of which bidder to select, for approval by the Executive Committee.
Section 2. Direction of the Local. The President shall appoint and direct all union representatives for the Local and all non-elected employees, and, subject to the limitations contained in these bylaws, appoint all committees, including the members of councils, advisory boards, committees and other bodies not otherwise provided for, including but not limited to the local and state federations of labor to which the Local belongs. The President shall have authority over all the work of employees of the Local. The President is responsible to ensure that all International Union objectives and goals are implemented within the Local, including but not limited to, expending 20% of the Local post per capita budget consistent with the principles and plan of the applicable industry division of the International Union. The Local shall establish a separate account or accounting for the money that comprises its annual organizing budget.

Section 3. Convention & Delegate Representation. The President shall act as the first delegate to attend all International Union conventions, intermediate body or conference conventions and delegate bodies to which this Local is affiliated. All the officers of this Local, elected in conformity with applicable statutes shall, by virtue of such election, be considered to be eligible delegates to any International Union convention, intermediate body, or conference convention that may take place during their term of office. If the number of elected officers is less than the number of delegates that the Local will be entitled to at any International Union convention, intermediate body or conference convention, then arrangements shall be made for nomination and secret ballot election, if required, of an additional number of eligible members as delegates. Nominees for such position, if unopposed, shall be deemed elected without necessity for further procedures. If the total number of elected officers is greater than the number which the Local is permitted to send to the Convention or intermediate body then the officers shall attend as delegates in the order in which their positions are listed in Article 12, Section 5 of these Constitution and Bylaws, with the Executive Vice Presidents, Vice Presidents, Members of the Executive Board and Leadership Assembly Delegates listed, among others within their respective offices, by their length of membership in the Local. The Executive Board of the Local shall determine the number of delegates and alternates which shall represent it at the Convention.

Section 4. Filling Vacancies. The President shall have the authority to recommend to the Executive Board appointments to fill vacancies in elective office for the duration of the term in which the vacancies occur, subject to the majority approval of the Executive Board.

Section 5. Compensation & Salaries. With the exception of his/her own salary, the President shall be empowered to fix the compensation and salaries of all officers, employees, and agents, subject to the approval of the Executive Board in the process of approving the annual budget and supervising the handling of all funds. The Executive Board is empowered to fix the compensation and salary of the President.

It shall be the duty of the President to sign and issue membership cards. Denials of membership are appealable to the Executive Board.

Section 6. Liability. The opinion of any attorney, accountant or other professional consultant or expert hired pursuant to these Constitution and Bylaws shall be full and complete authority and protection in respect to any action taken, suffered or omitted by the President or any other officer or authorized representative of this Local in good faith and in accordance with such opinion. Neither the President nor any other officer or authorized representative of the Local shall be liable to any person or organizations, for any act, which is not willful misconduct or in
bad faith done by said officer or authorized representative in the effectuation of the purposes and objects of these Constitution and Bylaws and the interests of the members of this Local.

Article 6: DUTIES OF THE SECRETARY-TREASURER

Section 1. Duty in Absence of President. The Secretary-Treasurer shall perform the duties of the President in his/her absence.

Section 2. Financial and Membership Duties. The Secretary-Treasurer shall receive all monies of the Local and deposit the same in such banks as may be designated by the Executive Board. The Secretary-Treasurer shall draw and sign checks for all expenditures, which shall be paid upon approval and co-signature of the President. The Secretary-Treasurer shall submit an annual budget for the Local to the Executive Board for approval. The Secretary-Treasurer shall provide a copy of the monthly financial statements to the Executive Board together with an explanation for any variance from the budget.

The Secretary-Treasurer shall keep a record of the membership of the Local and report to the President and Executive Board, upon request, and shall make regular financial reports to the President and the Executive Board, certified by a Certified Public Accountant. The Secretary-Treasurer shall maintain an adequate bookkeeping system for the performance of the functions of his or her office and shall send to the International Secretary-Treasurer of the International Union, and to any state council with which this Local is affiliated, an accurate record of all dues payments and other revenue and shall furnish corrected names and addresses of all members of the Local, submitting therewith each month all address changes and the names and addresses (with proper zip codes, including email address and phone number, if available along with personal identification numbers) of all members admitted and re-admitted, together with the names of all other persons from whom revenue is derived. The Secretary-Treasurer shall furnish the trustees of the SEIU Affiliates Officers and Employees Pension Fund with such records as may be necessary for the proper administration of the Pension Fund and shall also furnish to the International Secretary-Treasurer the names of those members suspended for non-payment of dues or for any other cause and a correct list of those who take transfer or withdrawal cards. At the end of the term of office, the Secretary-Treasurer shall turn over to the successor in office all books, monies, property and other assets of the Local in the Secretary-Treasurer’s keeping. All books and records shall be available for inspection by the President and the Executive Board.

Section 3. Bonding. All officers and employees handling any monies of the Local shall be bonded in the amounts and the form required by applicable statutes, said bond or bonds to be procured immediately upon assuming office or employment, the premiums to be paid for by the Local. The International Secretary-Treasurer of the International Union may direct the increase or decrease in the amount of the bond when he or she deems it advisable.

Section 4. Reports to International Union. The Secretary-Treasurer shall promptly forward to the International Secretary-Treasurer copies of all annual audit reports and copies of all financial reports setting forth a statement of liabilities and a statement of receipts and disbursements which are required by law.

Section 5. Financial Records. All records of this Local pertaining to income, disbursements and financial transactions of any kind whatsoever must be kept for a period of at least six (6) years or longer if required by applicable law.
Section 6. Minutes. It shall be the duty of the Secretary-Treasurer to keep a correct and impartial account of the proceedings of each Leadership Assembly and Executive Board meeting, including resolutions adopted by the Local, and to present the minutes to the Executive Board or Leadership Assembly at the next regular meeting for approval.

Section 7. Notification of Collective Bargaining Agreements. The Secretary-Treasurer is responsible for transmitting collective bargaining agreements or memoranda of understanding that have been negotiated, once signed, to the Research Department of the International Union. Such notification to or filing with the International Union shall not operate to impose any liability on the International Union or its officers or to make them parties to any such collective bargaining agreement or memorandum of understanding.

Article 7: DUTIES OF THE EXECUTIVE VICE PRESIDENTS

Under the direction of the President, the two (2) Executive Vice-Presidents shall:

A. Work full-time for the Local to assist the President in the operation of all the affairs of the Local.

B. Assist union staff with the development of Committees and Chapters, education and training programs for activists and stewards, and the general business of the Local.

C. Oversee and direct organizing and bargaining campaigns, political and legislative efforts, social and economic justice activities and speak on behalf of the Local.

An Executive Vice-President may be authorized by the President to counter-sign checks.

Article 8. DUTIES OF THE VICE PRESIDENTS

The five (5) Vice Presidents shall be responsible for serving on the Executive Committee, Executive Board, and Leadership Assembly and performing the duties as assigned by the President and the Executive Board. Except as otherwise provided in these Constitution and Bylaws, Vice Presidents are not compensated officers of the Local and must be represented for purposes of collective bargaining by SEIU Local 73 at the time of nomination.

Article 9: STANDING COMMITTEES AND DUTIES OF STANDING COMMITTEES

Section 1. Committees. The Executive Board, upon recommendation by the President, shall appoint members to a Committee on Training and Education, Social and Economic Justice Committee, Organizing Committee, Retiree Committee, and Committee on Political Engagement to assist the Executive Board in each committee’s area of the Local’s activities. Other ad hoc committees may be created as needed. Executive Board members shall be appointed by the President to chair each of the committees. Other appointments to the committees will be available to the general membership, and will only be made after the Local announces available committee positions and solicits member volunteers. The duties of these committees shall be determined by the Executive Board in accordance with the policies established by the Leadership Assembly and the SEIU International Constitution and Bylaws. The chair of each committee shall be responsible for rendering regular reports of the activities of the committee to the Executive Board.
Section 2. Political Endorsements and Contributions. All requests or recommendations for donations or proposed candidate endorsements shall be presented to the Committee on Political Engagement for discussion and recommendations to the President, who shall have final authority over such endorsements and donations, subject to the limitations in these Constitution and Bylaws, and the Constitutions and Bylaws of the State Council and SEIU. Pursuant to the SEIU International Constitution and Bylaws, the Local shall not establish its own registered federal political committee or any political candidates fund for contributions in connection with federal elections, unless this prohibition is waived by the International President.

Article 10: CHAPTERS

Section 1. Composition. The Executive Board of the Local may establish chapters for each bargaining unit, or for combined bargaining units, or groups of workers with a common geography, employer or industry, and for retired members, and units that will be organized.

Section 2. Bylaws. Chapters may adopt and amend their own bylaws, subject to the approval of the Local’s Executive Board. Chapter bylaws may not conflict with and are subordinate to these Constitution and Bylaws and the SEIU International Constitution and Bylaws.

Section 3. Chapter Meetings. Chapters shall hold chapter membership meetings on a regular basis but in no case less than quarterly.

Section 4. Suspension and Revocation. Any Chapter willfully neglecting to enforce the provisions of these Constitution and Bylaws, or the SEIU International Constitution and Bylaws, or its own bylaws, shall be subject to suspension or revocation of its chapter status or such other sanctions as may be determined by the Local’s Executive Board.

Article 11: TERM OF OFFICE

Except as otherwise provided, the term of Local office in all elections shall be three (3) years and the officers elected shall hold office until their successors are duly elected and installed.

Article 12: NOMINATIONS AND ELECTIONS

Section 1. Term of Office & Nominations. Nominations and elections for officers shall take place every three (3) years in the fall except as otherwise provided.

Section 2. Elections Committee. The President, with the concurrence of the Executive Board, shall appoint an Elections Committee to oversee Local officer elections, determine the nominations process, eligibility of candidates, election details, and how elections will be conducted.

The Elections Committee shall be composed of five (5) members who are not candidates for any office and shall be appointed at least thirty (30) calendar days prior to the nomination period. The members of the Elections Committee shall choose a Chairperson. In order to maintain the integrity of the elections process, members of the Elections Committee shall not be public supporters of any candidate or slate of candidates for Local office.

Section 3. Nomination. The Elections Committee shall provide a reasonable notice of the nominations process, which shall include the date, time, place and method for submitting
nominations. The Elections Committee will distribute official nomination forms, which will be required to be used by all candidates. Nominations shall be in writing designating the name of the person nominated, and the office for which nominated. Nominations for at-large positions must be signed by at least three (3%) percent of the membership in good standing (based on the membership reported 30 days prior to the appointment of the Elections Committee) with at least fifteen (15) signatures from each of four (4) separate bargaining units. Nomination petitions of Executive Board Members and Leadership Assembly Delegates must contain the signatures of at least three percent (3%) of the members in good standing in their Region (based on the membership reported 30 days prior to the appointment of the Elections Committee). The candidate nominated must sign such written nomination to indicate willingness to become a candidate.

Completed nominations forms must be presented to the Chairperson of the Elections Committee in accordance with the process established by the Elections Committee and communicated in the notice of nominations.

Members may sign nominating petitions for multiple candidates running for a position at-large or in their Region. The Region may also elect two alternates, who shall attend the Leadership Assembly in the event that an elected Delegate resigns or becomes ineligible, or is unable to attend a Leadership Assembly during his/her term.

In the event only one (1) candidate is nominated for any office selected at-large or only the allotted number of candidates are nominated for each Region, the Elections Committee, in its discretion, may declare such unopposed candidate elected by acclamation effective as of the conclusion of the term of the previous incumbent.

1) **Section 4. Eligibility.** No person shall be eligible for nomination or be a candidate for any office unless that person has been a member of the Local in good standing continuously for a period of at least two (2) years prior to the time of nomination, unless excused in writing by the International Union President. Suspension of any member found guilty of any of the provisions of the Constitution and Bylaws of the SEIU International Union or of these Constitution and Bylaws shall be considered a break in good standing.

2) Willfully crossing a union-authorized picket line or strike, subject to the terms of these Constitution and bylaws, of a member in the same Collective Bargaining Agreement or Unit shall render a member ineligible to run for union office for five (5) years if found guilty by trial board.

No person may be a candidate for more than one Local office in any election.

No person who has been convicted of a felony as defined in Section 504 of the Landrum Griffin Act shall in accordance with the provisions of applicable law be eligible to hold office in this Local.

Nominees who are declared ineligible must be notified promptly.

Appeals or withdrawals shall be made in writing by certified mail, return receipt requested, to the Elections Committee no later than three (3) days after receiving notice.
Section 5. Election. Regular elections shall take place no more than sixty (60) days following the closing of nominations. The date and method of election shall be determined by the Elections Committee. The election shall be via secret ballot and in accordance with state and federal laws.

The election of officers shall be conducted by the Elections Committee. The Elections Committee shall make all necessary arrangements for general election of officers and for notification to the members in good standing of the election not less than fifteen days prior to the election to each member at his or her last known home address. Only members fully paid to the current period shall be entitled to vote.

There shall be no write-in or stick-on candidates and any ballot containing a write-in or stick-on candidate shall be void insofar as the vote for such office is concerned. Proxy voting shall not be permitted in any election for officers, delegate to International Convention or any other office in the Local. Such ballot for that office shall not be considered as having been cast in determining the majority vote. The ballots containing the officers to be elected shall be printed in the following order.

A. Candidates for the following at-large positions shall appear on every ballot in the following order:
   1) President
   2) Secretary-Treasurer
   3) Two (2) Executive Vice Presidents
   4) Five (5) Vice Presidents

B. In addition, the ballot that a member receives shall include only the following candidates for positions in their Region, in the following order:
   5) Executive Board Members (number of candidates varies based upon the number of represented workers in the voter’s Region)
   6) Leadership Assembly Delegates (number of candidates varies based upon the number of represented workers in the voter’s Region)

Candidates may be listed according to their affiliation with a particular slate.

An election shall be decided for the candidate/s receiving the most votes. In the event of a tie vote, a second election shall be held in accordance with the election procedures set forth by the Elections Committee. Any member who is in the status of a retired member or an associate member under the provisions these Constitution and Bylaws, shall not be eligible for nomination or to be a candidate for any office.

Section 6. Appeals. All appeals of the election results shall be made to the Elections Committee, addressed to its Chair, within seven (7) calendar days of the closing of the official tally of ballots. Such appeal shall set forth the alleged violations of the Constitution and Bylaws of the Local, the International Union and/or applicable law. The Elections Committee shall conduct such investigations and/or hearings as it deems necessary, and shall issue its decision on the appeal within fourteen (14) calendar days after receiving the appeal.

Appeals to the SEIU International Union are governed by the SEIU International Constitution and Bylaws.
Section 7. Prohibition on Outside Financial Support. No candidate (including a prospective candidate) for any office in this Local or affiliated body or supporter of a candidate may solicit or accept financial support or any other direct or indirect support of any kind from any non-member of the International Union. Only members of the Local shall be eligible to serve as observers in the election process.

Article 13: VACANCIES

Section 1. Office of the President. In the event of a vacancy in the office of President by reason of death, resignation, or otherwise, the Secretary-Treasurer, in addition to his other duties, assumes the duties of the President and shall be the acting President for a period of no longer than thirty (30) days. During that period, the Executive Board shall be convened as soon as possible and shall make an appropriate appointment to fill the vacancy for the unexpired term by majority vote.

Section 2. Other Vacancies. The President shall have the authority to fill vacancies in elective offices for the duration of the term in which the vacancies occur, subject to the majority approval of the Executive Board at an Executive Board meeting where the quorum is met.

Article 14: INSTALLATION

All officers shall take office at the next regular Executive Board meeting following the date of their election. The installation obligation contained in Appendix B shall be administered to all officers upon their installation.

Article 15: MEMBER ACTIVISTS, UNION STEWARDS AND CHIEF STEWARDS

Section 1. Member Leadership. Member leaders (Activists, Stewards, and Chief Stewards) act as the principal point of contact between the general membership and the rest of the Local on a day to day basis. As such, member leaders play a vital role in the organization and strength of the Local.

Section 2. Activists. Activists shall be responsible for informing, engaging and activating members within their area in the program, campaigns, goals and objectives of the Local; participating in Local committees, distributing Local communications to the membership in their area; developing programs for internal organizing, including ensuring that all represented workers are members of the Local; and organizing new workers into the Local. There can be an unlimited number of Activists in the workplace.

Section 3. Union Stewards. Union Stewards shall perform all Activists roles. Additionally, Union Stewards shall report all contract violations and problems on the job to the assigned Local staff or officers to collaborate on avenues for resolution, enforce the contract, resolve disputes in the workplace, and receive and process grievances when members report a violation.

Section 4. Chief Stewards. Union Stewards at a worksite or in a specifically defined bargaining unit may select a Chief Steward from among the Union Stewards, subject to the approval of the President or designee. Chief Stewards shall be responsible for holding regular meetings among the Union Stewards and members within the area of service to develop plans for all Union Stewards and Activists in their area of service to effectively perform their duties, and discussing current problems and grievances within the workplace and reporting such
problems and grievances to the assigned Local staff and officers to collaborate on avenues for resolution.

Section 5. Selection, Eligibility, and Removal. Recognizing the importance of an informed, educated, and activated membership, the Executive Officers shall endeavor to have at least one Activist or Union Steward at every workplace where the Local represents workers, and at least one additional Activist or Union Steward for every 50 represented workers in a worksite. Union Stewards shall be democratically selected from among the members in good standing for the term of their collective bargaining agreement. When stewards do not exist within a workplace, the President may appoint Union Stewards until they can be democratically selected as set forth in this Section. Activists and Union Stewards must complete training and education as determined by the Education and Training Committee and take the Installation Obligation contained in Appendix B prior to being installed. Union Stewards can be removed at any time by the simple majority petition of members in the Union Steward’s area of coverage. The President may remove an Activist or Union Steward from his/her position for good cause shown. Members so removed shall have the right to appeal the decision to the Executive Board. Following removal, or vacancy in an Activist or Union Steward position, new candidates shall be selected in accordance with the procedures set forth above.

Article 16: BOARD OF TRUSTEES

Section 1. Duties. It shall be the duty of the Board of Trustees to review financial reports quarterly and report to the Executive Board on their findings, examine the certified audit of the books of the Local and at least annually, take an inventory and verify the securities, investments, bank accounts and cash funds on hand. It shall be the duty of the Trustees to see that the funds of the Local are deposited in one or more reliable banks or financial institutions. It shall be their duty to recommend such measures to simplify the duties of the Secretary-Treasurer and safeguard the funds of the Local. The Trustees shall perform such other duties as may be assigned to them from time to time by the President or Executive Board.

The members of the Board of Trustees will be required to participate in appropriate training, the costs of which shall be paid for by the Local.

The Board of Trustees shall be required to report any financial negligence or irregularities of the officers to the International Secretary-Treasurer.

Section 2. Composition. The Board of Trustees shall be composed of five (5) members in good standing who are not staff members of the Local appointed by the Executive Board from candidates after the opportunity to serve as a Trustee is publicized to all members in good standing, under the direction of the President.

Section 3. Term. The regular term of office shall be three years coterminous with the term of office of the Local officers.

Section 4. Quorum. When up to two (2) of the Trustees are unable to act due to illness, absence, or otherwise, the remaining three (3) Trustees may act with full authority to carry out the duties imposed by this Article.

Article 17: CONTRACT RATIFICATION AND STRIKE APPROVAL
The authority to ratify collective bargaining agreements and authorize strikes is vested in the members of the bargaining unit directly involved, with approval from the Local President. Prior to authorizing a strike, proper notice must be given to the International Union President, or, where prior notice is not practicable, with notification as soon as possible after commencement of the strike, in which notice this Local Union has stated that it has complied with all applicable notice requirements.

**Article 18: DUES AND ASSESSMENTS**

**Section 1. Regular Members.** Membership dues shall be established by the Local, subject to a vote of the Leadership Assembly, but shall not be less than the minimum dues required by the SEIU International Constitution and Bylaws for all regular working members, unless proper waiver of such provisions is secured from the International President pursuant to the SEIU International Constitution and Bylaws. The President, with the approval of the Executive Board, may waive these requirements for such period as the President shall deem advisable subject to the requirements of the SEIU International Constitution and Bylaws.

A. **Monthly Dues.** The dues of this Local shall be payable monthly. Each member must pay the current month's dues and assessments of this Local on or before the last day of the month in which the same are due. All members of the Local are under a positive duty to see that their dues and other payments are remitted on or before the last day of the month in which the same are due at the office of the Local. The failure of a steward or any officer or representative of the Local to appear or to collect the dues shall not in any manner excuse the member from his or her obligations to pay his or her dues on or before their due date at the office of the Local. A member shall be automatically suspended from membership in this Local and from all rights and privileges of such membership if the member fails to pay for three (3) consecutive months.

B. **Members on Lay Off, Strike or Lockout.** When a member is laid off from employment or is absent from work due to employer lockout or union-authorized strike for more than twenty (20) days in a calendar month, such member will be credited for membership dues for the period of unemployment, but not to exceed six (6) months in a year.

C. **Suspended Membership.** Any suspended member may be readmitted to membership within thirty (30) days after the automatic suspension upon payment of back and current dues, but in no event shall such readmission restore any privileges, death gratuities or other benefits. Any member who has been suspended for a period greater than thirty (30) days shall automatically cease to be a member and may return to good standing as a new member, if otherwise eligible, by paying the current period's dues and assessments. In no event shall such readmission restore any privileges or other benefits during the periods in which dues were not paid.

**Section 2. Percentage Dues System.** This Local, pursuant to the SEIU International Constitution and Bylaws, shall be required to have a membership dues system based on a percentage of monthly gross earnings. The percentage rate minimum required in converting to a percentage dues system shall be the rate that provides the Local with revenue equal to what it otherwise would have received under its prior dues system as of that date.
Upon request this requirement may be waived by the International President as provided in the SEIU International Constitution and Bylaws. Questions concerning the application or interpretation of this subsection shall be resolved by decision of the International Secretary-Treasurer, subject to appeal to the International Executive Board.

Section 3. Minimum Dues. All members of the Local shall pay no less than the minimum dues as established in the SEIU International Constitution and Bylaws.

Section 4. Retiree Committee Members. Retired members shall pay membership dues as established by the Local but not less than that required by the SEIU International Constitution and Bylaws. Such dues are $5.00 per month.

Section 5. Associate Members. Associate members shall pay membership dues as established by the Local but not less than that required by the SEIU International Constitution and Bylaws. Such dues are $10.00 per month.

Section 6. Assessments. The Local may levy an assessment from time to time, as it deems necessary. Assessments shall only be levied after the membership has been duly notified that a regular or special meeting will consider or take action to levy the same, and in accordance with the requirements of applicable law.

All assessments shall be charged as dues, and are payable within thirty (30) days, unless time is extended by the President and must be paid prior to any privileges, rights or benefits of this Local are granted, except that in no case shall this restore the member into good standing for International Union gratuity purposes.

Section 7. Withdrawal from Membership. Members who become unemployed in the jurisdiction of the Local for any length of time shall be issued an honorable withdrawal card upon their request if they have paid the dues and assessments through the date of requesting a withdrawal card. A member taking out a withdrawal card from this Local shall be entitled to no privileges or other benefits of any kind. If no request is made, an individual shall automatically cease to be a member six (6) months after the month in which the member first becomes unemployed. Any individual who returns to employment in the jurisdiction of the Local within two years after issuance of the withdrawal card, or within two years of such unemployment, may return to membership by paying the current period's dues and assessments but in no event shall such readmission restore any privileges or other benefits during the period of unemployment.

Section 8. Dues adjustment. Any increase in the rate of dues or initiation fees or the levying of any general or special assessment, which have not been mandated by an International Union Convention, shall when required by applicable law be made only in accordance with the following procedure:

A. Reasonable notice shall be given by the Secretary-Treasurer to the membership at least fifteen (15) days prior to the date at which the membership will consider the question of whether or not such dues, initiation or reinstatement fees, general or special assessments, shall be changed or levied. The notice shall indicate that an increase or assessment is to be voted on, and the time, place, and manner that members in good standing can vote on the dues increase.

B. Voting shall be by secret ballot of the members in good standing.
C. A majority vote by secret ballot of the members in good standing voting shall decide the issue.

Section 9. Dues to the International Union. This Local shall pay its full per capita tax obligation to the International Union in accordance with the SEIU International Constitution and Bylaws. International Union per capita tax must be paid in full prior to any expenditure or bill paid by the Local.

Article 19: REQUIREMENTS OF ALL LOCAL OFFICERS

Section 1. Participation. All officers are expected to participate in the activities of their office. Any officer who is absent from two (2) consecutive meetings that fall within their area of responsibility who do not have a reasonable excuse for their non-attendance shall be subject to removal from office after a hearing in accordance with Section 3 below.

Section 2. Continuous Good Standing Required. All officers must be and remain members in good standing, and satisfy all obligations of membership, as a condition of continued office.

Section 3. Consequences of Non-Compliance. Any officers who fail to meet their obligations set forth in this Article, or other obligations of their office specifically or of members in good standing generally, are subject to discipline or removal from office in accordance with the Trials and Appeals provisions of these Constitution and Bylaws.

Article 20: TRIALS AND APPEALS

Section 1. Chargeable Offenses. Local officers or members, and officers of any affiliated body may be charged with:

3) Violation of any specific provision of these Constitution and Bylaws;
4) Violation of an installation obligation;
5) Gross disloyalty or conduct unbecoming a member;
6) Gross Inefficiency (if an officer) which might hinder and impair the interests of the Local;
7) Financial malpractice;
8) Engaging in corrupt or unethical practices or racketeering;
9) Advocating or engaging in dual unionism or secession, including but not limited to aiding a rival labor organization, or disaffiliation in the course of any meeting; no member shall be a party to any activity to secure the disestablishment of members from the Local or disestablishment of the Local as the collective bargaining agent for any employee;
10) Violation of democratically and lawfully established rules, regulations, policies, or practices of the union;
11) Wrongful taking or retaining of any money, books, papers, or other property belonging to the Local; or the wrongful destruction, mutilation or erasure of any books, records, bills, receipts, vouchers or other property of the Local;
12) Working as a strikebreaker or violating wage or work standards established by the Local; and
13) Bringing false charges against a member or officer without good faith or with malicious intent.

Charges must be specific and in writing.
Section 2. Filing Charges. In order to insure members’ protection from the filing of frivolous charges the following procedure shall apply. Whenever charges are preferred against any member or officer of this Local, the charges shall be filed in writing in duplicate with the Secretary-Treasurer of the Local. A written copy of such charges specifying the nature of the offense of which he or she is accused, shall be served by the Secretary-Treasurer upon the accused personally or by registered or certified mail, return receipt requested, directed to the last known address of the accused at least ten (10) days before the hearing on the charges. The charges must state which subsection(s) of Section 1 of this Article or the SEIU International Constitution and Bylaws the charging party believes have been violated. If the charges are not specific, the trial body may dismiss the charges either before or at the hearing, but the charging party shall have the right to re-file more detailed charges which comply with this Section. No charges may be filed more than six (6) months after the charging party learned, or could have reasonably learned, of the act or acts which are the basis of the charges.

Section 3. Trial Board. The Executive Board shall be the Trial Board, except that where the member charged or preferring such charges is a member of such Board, at which time the affected officer shall be excluded from the Trial Board. The Executive Board may by a majority vote delegate a subcommittee of the Executive Board to investigate the charges or serve as the Trial Board. The Trial Board shall have the right to deliberate, discuss, and vote on the charges in closed session.

The decision of the Executive Board shall be deemed final. In the event disciplinary action is taken against the accused, appeals of the final decision of the Local may be taken in accordance with the provisions of the Constitution and Bylaws of the International Union. During the pendency of any appeal, the decision appealed from shall remain in full force, unless it is stayed by the SEIU International Executive Board.

Section 4. Representation. Any member under charges may have another member of this Local act as counsel to represent the charged in the presentation of the defense.

Section 5. Judgment If the charges or any portion thereof, are sustained, then the trial body shall render judgment and impose disciplinary action as provided for in these Constitution and Bylaws and impose such penalty as it deems appropriate and as the case requires. However, such penalties shall not include any monetary fines or penalties except in the case of reimbursement of any financial losses to the Local directly attributable to the member or officer.

Section 6. Exhaustion of Remedy. Subject to the provisions of applicable statutes, every member or officer of this Local against whom charges have been preferred and disciplinary action taken agrees as a condition of membership or affiliation and the continuation of membership or affiliation, to exhaust all remedies provided for in the SEIU International Constitution and Bylaws and in these Constitution and Bylaws, and further agrees not to file or prosecute any action in any court, tribunal, or other agency until those remedies have been exhausted.

Article 21: DISSOLUTION OF THE ORGANIZATION

This Local cannot dissolve, secede or disaffiliate while there are seven (7) dissenting members. In the event of secession, dissolution or disaffiliation, all properties, funds and assets, both real and personal of this Local shall become the property of the International Union. Under no
circumstances shall this Local distribute its funds, assets or properties individually amongst its membership.

**Article 22: PROPERTY RIGHTS**

Membership in this organization shall not vest any member with any right, title, or interest in or to the funds, property or other assets of the Local, now owned and possessed, or that may hereafter be acquired, and each member hereby expressly waives any right, title or interest in or to the property of this Local, including the funds of this Local.

The title of all property, funds and other assets of the Local shall at all times be vested in the Executive Board of this Local for the joint use of the membership of this Local, but no member shall have any severable proprietary right, title or interest therein.

**Article 23: SUBORDINATION OF BYLAWS**

These Constitution and Bylaws shall at all times be subordinate to the SEIU International Constitution and Bylaws, as it may be amended from time to time. If any conflict should arise between these Constitution and Bylaws, or any amendment thereto, and the SEIU International Constitution and Bylaws, the provisions of the SEIU International Constitution and Bylaws shall control.

**Article 24: AMENDMENTS TO LOCAL CONSTITUTION AND BYLAWS**

These Constitution and Bylaws may be amended by a two-thirds (2/3) vote of Delegates present at any Leadership Assembly meeting. No amendment shall be valid or become effective until approved by the International Union.

In the event that any part or portion of these Constitution and Bylaws is deemed to be voided for any reason, including conflict with the SEIU International Constitution and Bylaws, then all remaining articles and sections of these Constitution and Bylaws shall continue to be valid and in effect.

**Article 25. CODE OF ETHICS AND CONFLICT OF INTEREST POLICY**

Pursuant to the provisions of the SEIU Code of Ethics and Conflict of Interest Policy (“the Code”), the Local incorporates the Code into these Constitution and Bylaws.

**Article 26: PARLIAMENTARY AUTHORITY**

Where not in conflict with these Constitution and Bylaws, or the Manual of Common Procedure, Rules of Debate, and Order of Business contained in the SEIU International Constitution and Bylaws, the parliamentary authority for all meetings of this Local shall be Roberts Rules of Order Revised.
## APPENDIX A: Delegate and Executive Board Member Allocations per Region

<table>
<thead>
<tr>
<th>Region</th>
<th>Region #</th>
<th>Number of Workers Represented</th>
<th>Number of Executive Board Members</th>
<th>Number of Leadership Assembly Delegates</th>
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<tr>
<td>CPS</td>
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<td>UIC</td>
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<td>4187</td>
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<td>84</td>
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<td>52</td>
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* The Regions and numbers of Leadership Assembly Delegates and Executive Board Members per Region were updated by the Executive Board on June 12, 2021 pursuant to Article 4, Section 2 of the Constitution and Bylaws.

## APPENDIX B: Installation Obligation for Activists, Stewards, and Officers

### Activist Installation Obligation

I, (name) ______________________, pledge that I will faithfully observe the Constitution and Bylaws of SEIU Local 73 and of the Service Employees International Union.
I agree to educate myself and other members in the history of the labor movement and to defend to the best of my ability the principles of trade unionism, and I will not knowingly wrong a member or see a member wronged if it is in my power to prevent it.

I pledge that I will provide ethical, responsible leadership, organizing new workers to build power to win for all.

As an SEIU member, I will take responsibility for helping to achieve the Union’s vision for a just society where all workers are valued and people respected, where all families and communities thrive, and where we leave a better and more equal world for generations to come.

Oath of Office for Officers and Union Stewards

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

Installation Obligation for Officers and Union Stewards

I, (name) _______________________, accept my responsibility as an officer of SEIU Local 73 and I pledge that I will faithfully observe the Constitution and Bylaws of the Service Employees International Union and SEIU Local 73.

I pledge that I will provide ethical, responsible leadership, representing our members and organizing new workers to build power to win for all.

I pledge that I will work to the best of my ability to provide effective and responsible leadership to the members I am privileged to represent.

I agree to defend the principles of trade unionism.

I will not knowingly wrong a member or see a member wronged if it is in my power to prevent it.

I pledge to exercise leadership based on the SEIU standards of:
- Shared unity of purpose;
- Openness to questions and a willingness to learn;
- Acting with the courage of our convictions;
- Working together with accountability; and
- Commitment to inclusion.

I commit to the highest level of ethical behavior in exercising leadership decisions on our members’ behalf.
I believe in and will fight for the SEIU vision of a just society where all workers are valued and people respected, where all families and communities thrive, and where we leave a better and more equal world for generations to come.

Signed: Dated:
SEIU CODE OF ETHICS
AND CONFLICT OF INTEREST POLICY

PART A: PREAMBLE

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

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

We recognize that no code of ethics can prevent some individuals from violating ethical standards of behavior. We also know that the SEIU Code is not sufficient in itself to sustain an ethical culture throughout the Union. To accomplish the goals for which this Code has been created, we must establish systems of accountability for all elected leaders and staff. These systems must include appropriate checks and balances and internal operating procedures that minimize the opportunity for misuse or abuse, as well as the perception of either, in spending union funds and exercising decision-making authority. The systems also must include adequate provision for training on understanding and implementing this Code. More broadly, we emphasize the importance of the range of standards, practices, and values described in “A Strong Ethical Culture,” Section A of the SEIU Policies on Ethics and Standards that were enacted with the Code in 2009.
In particular, SEIU is committed to providing meaningful paths for member involvement and participation in our Union. The SEIU Member Bill of Rights and Responsibilities in the Union is a significant source of SEIU members’ rights and obligations. Its exclusive enforcement through the procedures set forth in Article XVII of the SEIU Constitution and Bylaws reflects a commitment to the democratic principles that have always governed SEIU. Article XVII’s numerous protections against arbitrary or unlawful discipline of members also form an essential ingredient of the democratic life of the Union. Similarly, the requirement that Affiliates provide for regular meetings of the membership, set forth in Article XV, Section 5 of the Constitution, is another important element in the democratic functioning of SEIU. Finally, the provisions against discrimination and harassment on the basis of race, creed, color, religion, sex, gender expression, sexual orientation, national origin, citizenship status, marital status, ancestry, age and disability contained in Article III, Section 4 of the SEIU Constitution and in the Constitutions and Bylaws of Affiliates, the SEIU Anti-discrimination and Anti-Harassment Policy and Procedure, and similar policies of Affiliates forbid conduct in violation of SEIU’s historic belief that our strength comes from our unity and diversity and that we must not be divided by forces of discrimination.

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

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

SECTION 1. Applicability to International Union. The SEIU Code is henceforth applicable in its entirety to all officers, executive board members and employees of SEIU. These individuals are referred to herein as “covered individuals.” SEIU shall append or attach the Code in its entirety to its Constitution and Bylaws in its next and all future publications.

SECTION 2. Applicability to SEIU Affiliates. By enactment of the SEIU International Executive Board, the SEIU Code is applicable in its entirety to all officers, executive board members and employees of all affiliated bodies and local unions chartered by SEIU (“Affiliates” herein). These individuals are referred to herein as “covered individuals.”

(a) Each Affiliate shall ensure that the Code extends to all employees as soon as practicable but in no event later than the end of 2020.
(b) Each Affiliate shall append or attach the Code in its entirety to its Constitution and Bylaws at its next and all future publications.

(c) Wherever reference herein is made to SEIU or an SEIU program, department or position, the corresponding reference is to the particular Affiliate or its equivalent program, department or position.

(d) Each Affiliate is responsible for enforcing the Code and educating its covered individuals on the Code in a manner consistent with the Code’s terms, subject to assistance and oversight from SEIU.

(e) The Code is not intended to restrain any Affiliate from adopting higher standards and best practices, subject to the approval of the SEIU Ethics Ombudsperson.

PART B: GENERAL OBLIGATIONS

SECTION 3. Obligations of Covered Individuals.

(a) Commitment to the Code. SEIU and each Affiliate shall provide a copy of the Code to each covered individual. It is the duty and obligation of covered individuals to acknowledge annually that they have received a copy of this Code, that they have reviewed and understand it, and that they agree to comply with it.

(b) Duty of disclosure. Covered individuals shall disclose to the SEIU Ethics Ombudsperson or the Affiliate Ethics Liaison, described in PART F of this Code, any conflict of interest or appearance of a conflict, which arises when their paramount duty to the interest of members is potentially compromised by a competing interest, including but not limited to an interest, relationship or transaction referenced in this Code. Actual, perceived and potential conflicts should be disclosed at the time that covered individuals become aware of them.

(c) Disqualification from service to SEIU or Affiliate. No person shall serve as an officer or managerial employee of SEIU or any Affiliate who has been convicted of any felony involving the infliction of grievous bodily injury, or the abuse or misuse of such person’s position or employment in a labor organization to seek or obtain illegal gain at the expense of the members, except for the limited exceptions set forth in applicable federal law.
PART C: BUSINESS AND FINANCIAL ACTIVITIES

SECTION 4. General Duty to Protect Members’ Funds; Members’ Right to Examine Records.

(a) The assets and funds of a labor organization are held in trust for the benefit of the membership. Members are entitled to assurance that those assets and funds are expended for proper and appropriate purposes. The Union shall conduct its proprietary functions, including all contracts for purchase or sale or for the provision of significant services, in a manner consistent with this Code. All officers, executive board members and employees of SEIU and SEIU Affiliates, whether elected or appointed, have a trust and high fiduciary duty to honestly and faithfully serve the best interests of the membership.

(b) Consistent with Section 201 of the Labor-Management Reporting and Disclosure Act, SEIU shall permit a member for just cause to examine any books, records and accounts necessary to verify SEIU’s annual financial report under that section to the U.S. Department of Labor.

(c) Affiliates comprised solely of members employed by government bodies shall permit a member to examine its financial report submitted to a state agency and, consistent with state law and for just cause, to examine any books, records and accounts necessary to verify the Affiliate’s financial report.

SECTION 5. Prohibited Financial Interests and Transactions. Covered individuals shall not, to the best of their knowledge, have a substantial ownership or financial interest that conflicts with their fiduciary duty.

(a) For purposes of these rules, a “substantial ownership or financial interest” is one which either contributes significantly to the individual’s financial well-being or which enables the individual to significantly affect or influence the course of the business entity’s decision-making.

(b) A “substantial ownership or financial interest” does not include stock in a purchase plan, profit-sharing plan, employee stock ownership plan (ESOP) or blind trust. Nor does it prohibit covered individuals from owning, through a mutual fund or other similar investment vehicle, the publicly traded shares of any employer with which SEIU or an Affiliate engages in collective bargaining or does business or which SEIU or an Affiliate seeks to organize, provided that all transactions affecting such interests are consistent with rates and terms established by the open market.

(c) It is not permissible for any covered individual to:
(1) Knowingly have a substantial ownership or financial interest in any entity that engages in collective bargaining with SEIU or any of its Affiliates;

(2) Make or attempt to influence or participate in any way in a decision concerning the relations of SEIU or an Affiliate with a vendor, firm or other entity or individual in which the covered individual or his or her relative, spouse or business partner has a substantial ownership or financial interest; or

(3) Engage in any self-dealing transactions with SEIU or any of its Affiliates, such as buying property from or selling property to SEIU, without the informed approval of the International Secretary-Treasurer (or Affiliate Secretary-Treasurer, as applicable), obtained after full disclosure, including an independent appraisal of the fair market value of the property to be bought or sold.

(d) To ensure compliance with this Section, covered individuals are required to disclose any interests, transactions or interests covered by this Section in accordance with Section 3(b) of this Code.

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

(a) Covered individuals shall not knowingly accept any payments, benefits or gifts of more than minimal financial value under the circumstances presented from any employer that engages or seeks to engage in collective bargaining with SEIU or an Affiliate, or from any business or professional firm that does business or seeks to do business with SEIU or an Affiliate.

(1) This Section does not extend to payments and benefits that are provided to covered individuals by prohibited employers as compensation for their primary and regular employment.

(2) This Section does not extend to work and services that covered individuals perform for prohibited employers or businesses on a part-time basis, through an arm’s length transaction and for normal and customary pay for such work or services.

(3) This Section does not extend to participation in events hosted by public officials involving discussion of public policy matters.

(4) With respect to perishable items that are more than minimal but that are impracticable to return, such as food, it shall be considered compliance with this Section to discard such an item or place it in a common area for members and office staff to enjoy. If the gift is discarded or enjoyed communally, it is recommended that the giver should be advised of this
disposition to dispel the appearance of any conflict of interest on the part of any covered individual and to discourage recurrence.

(b) Covered individuals shall not knowingly accept personal payments or gifts from any member, absent a personal relationship independent of the relationship between the Union and the member, other than a gift of minimal financial value. This provision does not apply to contributions to campaigns for union office made in accordance with the SEIU Constitution and Bylaws.

SECTION 7. Conversion of Union Funds and Property. Covered individuals shall not use, convert or divert any funds or other property belonging to SEIU to such individual’s personal benefit or advantage.

SECTION 8. Applicability to Third Parties. The principles of this Code apply to those investments and activities of third parties that amount to a subterfuge to conceal the financial interests of SEIU officers or employees or to circumvent the standards of this Code.

SECTION 9. Certain Loans Prohibited. SEIU shall not make loans to any officer or employee, or to any of their family members, that at any time exceed $2,000 in total indebtedness on the part of such officer, employee or family member.

PART D: BENEFIT FUNDS AND RELATED ORGANIZATIONS

SECTION 10. Obligations of Covered Individuals.

(a) Benefit Funds.

(1) For purposes of this Section:

a. A “benefit fund or plan” means a retirement, health or welfare benefit fund or plan sponsored by SEIU or an Affiliate, or in which SEIU or an Affiliate participates.

b. The definition of “substantial ownership or financial interest” provided in Section 5 applies.

(2) Covered individuals who serve in a fiduciary position with respect to or exercise responsibilities or influence in the administration of a benefit fund or plan shall not:

a. Have any substantial financial interest in, or any compromising personal ties to, any investment manager, insurance carrier, broker, consultant or other firm or individual doing business or seeking to do business with the fund or plan;
b. Accept any personal payment from any business or professional firm that does business or seeks to do business with the fund or plan, other than contractual payment for work performed; or

c. Receive compensation of any kind for service as an employee representative or labor-designated trustee for a fund or plan, except for reimbursement of reasonable expenses properly and actually incurred and provided uniformly to such representatives or trustees, with the proviso that it is not a violation of this provision for an officer or managerial employee who is not a full-time employee of SEIU or an Affiliate to be a lawfully paid employee of a fund or plan if such employment is consistent with applicable legal restrictions and fully disclosed through appropriate reports.

(3) To ensure compliance with this Section, all covered individuals shall disclose any interests, transactions or relationships covered by this Section in accordance with Section 3(b) of this Code.

(4) No person shall serve in a fiduciary capacity or exercise responsibilities in the administration of a benefit fund or plan who has been convicted of any felony involving the infliction of grievous bodily injury or the abuse or misuse of such person’s position or employment in an employee benefit plan to seek or obtain an illegal gain at the expense of the beneficiaries of the employee benefit fund or plan, except for the limited exceptions set forth in applicable federal law.

(b) Related Organizations.

(1) For purposes of this Section, an organization “related to” SEIU or an Affiliate means an organization

- in which 25 percent or more of the members of the governing board are officers or employees of SEIU or an Affiliate, or

- for which 50 percent or more of its funding is provided by SEIU or an Affiliate.

(2) Covered individuals who serve in a fiduciary position with respect to or exercise responsibilities or influence in the administration of an organization related to SEIU shall comply with the provisions and shall hold themselves to the standards of the SEIU Code while they are acting for or on behalf of the related organization.
PART E: FAMILY AND PERSONAL RELATIONSHIPS

SECTION 11. Purpose of Rules Governing Family and Personal Relationships. SEIU does not prohibit the employment of qualified relatives of current officers or employees, or of individuals with whom an officer or employee has a romantic or intimate personal relationship. SEIU also does not prohibit the retention of qualified vendors that employ relatives of current SEIU officers or employees or individuals with whom an officer or employee has a personal relationship.

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

SECTION 12. Definitions. For purposes of this PART:

(a) “Relative” means parent, spouse, spousal equivalent, daughter, son, grandparent, grandchild, brother, sister, aunt, uncle, niece, nephew, first or second cousin, corresponding in-law, “step” relation, foster parent, foster child, and any member of the employee’s household. Domestic partner relatives are covered to the same extent as spousal relatives.

(b) “Personal relationship” means an ongoing romantic or intimate personal relationship that can include, but is not limited to, dating, living together or being a partner or significant other. This definition applies regardless of gender, gender identification, or sexual orientation of the individuals in the relationship. This restriction does not extend to friends, acquaintances or former colleagues who are not otherwise encompassed in the scope of “personal relationships.”

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

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

(b) Covered individuals will not make hiring decisions about their relatives or persons with whom they have a personal relationship, or attempt to influence hiring decisions made by others.
(c) Supervisory employees shall not directly supervise a relative or a person with whom they have a personal relationship. In the absence of a direct reporting or supervisor-to-subordinate relationship, relatives or employees who have a family or personal relationship generally are permitted to work in the same department, provided that there are no particular operational difficulties.

(d) Covered individuals shall not make work-related decisions, or participate in or provide input into work-related decisions made by others, involving relatives or employees with whom they have a personal relationship, even if they do not directly supervise that individual. Prohibited decisions include, but are not limited to, decisions about hiring, wages, hours, benefits, assignments, evaluations, training, discipline, promotions, and transfers.

(e) To ensure compliance with this Section, all covered individuals must disclose to the Ethics Ombudsperson or the Affiliate Ethics Liaison, as appropriate, any relationships covered by this Section in accordance with Section 3(b) of this Code.

PART F: ENFORCEMENT

SECTION 14. Ethics Officer. The office of the Ethics Officer is established to provide independent assistance to SEIU in the implementation and enforcement of the Code. The Ethics Officer shall be an individual of unimpeachable integrity and reputation, preferably with experience in ethics, law enforcement and the workings of the labor movement. The Ethics Officer shall provide his or her services under contract and shall not be an employee of the International Union or any of its Affiliates. The Ethics Officer shall be appointed by the International President and confirmed by the International Executive Board. The International President, the International Secretary-Treasurer, and the SEIU International Executive Board may refer matters concerning the Code to the Ethics Officer for review and/or advice, consistent with Sections 22 and 23.

SECTION 15. Ethics Ombudsperson. The office of SEIU Ethics Ombudsperson is established to oversee implementation and enforcement of the Code and ongoing efforts to strengthen the ethical culture throughout the Union. The Ethics Ombudsperson is responsible for providing assistance to the International Union and Affiliates on questions and concerns relating to the Code and ethical culture; directing the training of SEIU and Affiliate officers and staff concerning the Code and ethical culture; responding to ethics concerns and complaints consistent with Sections 17-23; receiving and resolving disclosures of conflicts of interest; assisting the Ethics Officer; and providing other support as necessary to the overall SEIU ethics program. The Ethics Ombudsperson, in consultation with the Ethics Officer, shall issue a report to the SEIU International Executive Board annually, summarizing compliance, training, enforcement, culture building and related activities, and making recommendations for modifications to the ethics program that he or she believes would enhance the program’s effectiveness. The
Ethics Ombudsperson may also conduct periodic reviews for the purposes of monitoring compliance with this Code and determining whether partnerships, joint ventures, and arrangements with management organizations conform to this Code, are properly recorded, reflect reasonable investment or payment for goods and services, further SEIU’s tax-exempt purposes, and do not result in inurement, impermissible private benefit, or excess benefit transactions. The Ethics Ombudsperson shall be employed in the SEIU Legal Department.

SECTION 16. Affiliate Ethics Liaison. Each Affiliate shall appoint an Ethics Liaison who will be available for ethics advice or guidance, will serve as an Affiliate’s key contact with the International’s Ethics Ombudsperson, will assist in enforcement of the Code, will oversee the delivery of ethics-related training, will assist the Affiliate in strengthening its ethical culture, and will serve as an ethical leader in the Affiliate.

(a) Presidents, chief executive officers, secretary-treasurers, chief financial officers, chiefs of staff, and the equivalent of any of the foregoing are not eligible to serve as Ethics Liaisons.

(b) Affiliates are encouraged to consider rotating the Ethics Liaison position periodically, barring operational difficulties, to develop ethical leadership broadly in the Affiliate. Affiliates shall advise the SEIU Ethics Ombudsperson as soon as practicable of the appointment of Ethics Liaisons and of any vacancy that occurs in the position.

(c) Ethics Liaisons will regularly receive training from the International Union specific to the role. Affiliates should make every effort to ensure the participation of their Ethics Liaisons.

SECTION 17. Complaints.

(a) Any covered individual or member may file a written complaint concerning alleged violations of the Code. Oral concerns and complaints shall be reduced to writing for further processing as a complaint. Complaints should be signed or contain the name of the complainant(s), and shall be kept confidential pursuant to Section 24. Complaints alleging violation of the Code shall not be enforced under SEIU or Affiliate constitutions and bylaws unless they also allege violations of the constitutions and bylaws.

(b) The International Union shall post contact information for submission of ethics complaints on the SEIU website and shall provide that information on request.

(c) Each Affiliate shall provide its staff and membership with contact information for its Ethics Liaison.

SECTION 18. Complaints Handled by the International Union. Complaints alleging violation of the Code that are submitted to the International Union or the Ethics Officer
shall be referred initially to the SEIU Ethics Ombudsperson. The Ethics Ombudsperson shall review ethics complaints submitted to the International Union and shall respond to them in his or her discretion, including but not limited to providing advice or guidance, resolving them informally, directing them to resources outside the ethics office, and referring them to the Ethics Officer or Affiliate for further processing. The individual submitting the complaint shall be notified of the status of the complaint as appropriate in the discretion of the Ethics Ombudsperson but in all events upon its conclusion.

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

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


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

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

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

SECTION 23. Review of Claims by Ethics Officer.

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

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

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

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

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

(5) Discipline of covered employees;

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

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

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

PART G: PROTECTION OF WHISTLEBLOWERS

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

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

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

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

   (2) Opposing any practice prohibited by the Code;

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

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

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

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