

# Local 32BJ SEIU

## Constitution & Bylaws

Revised 2018





# **Local 32BJ SEIU**

## **Constitution & Bylaws**

**Revised 2018**



**SERVICE EMPLOYEES INTERNATIONAL UNION, CLC**

*The English version of this document is the official document of record.*



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## LOCAL 32BJ, SEIU

# CONSTITUTION AND BYLAWS

### PREAMBLE

As almost every improvement in the condition of the working people was accomplished by the efforts of organized labor and as the welfare of the members of an industry can best be protected and advanced by their united actions in one Local Union of such workers, we have heretofore organized Service Employees International Union Local 32BJ, which is chartered by the Service Employees International Union, and adopted the following amended Constitution:

### Article I

#### NAME, JURISDICTION AND PURPOSE

**Section 1.** This organization shall be known as Service Employees International Union, Local 32BJ. *Name*

**Section 2.** This Local Union shall have jurisdiction over all workers who are employed in the property services industry, including those employed in the maintenance, operation, or upkeep of all private and public buildings, such as office, loft and apartment buildings, retail establishments, educational institutions, transit terminals, and other commercial establishments in New York City, and Nassau, Suffolk, Westchester, Sullivan, Dutchess, Putnam, Rockland and Orange Counties in New York State, New Jersey, Connecticut, Pennsylvania, Delaware, Maryland, Florida, the District of Columbia, Virginia, and such other classifications of employees and geographic areas as determined by the International Union. *Jurisdiction*

**Section 3.** The purpose of this Local Union shall be to develop a closer union and more complete *Goals of the Union*

organization of wage earners in the field under its jurisdiction and to assist its members in obtaining adequate compensation for their labor and generally to seek improvement of the conditions under which they work and to promote their welfare, and generally to further the purpose and objects of the International Union.

## Article II

### MEMBERSHIP

#### *Eligibility for Membership*

**Section 1.** Only the following persons shall be eligible for membership in this organization\*:

- (a) persons engaged in employment over which this Local Union has jurisdiction;
- (b) persons currently holding elective office within the Local Union;
- (c) retired members receiving a pension from any related Pension Fund;
- (d) members who have been unemployed for less than six months;
- (e) persons who have been members of this Local Union for at least twenty-five (25) years, and
- (f) employees of the Local Union not covered by the collective bargaining agreements between the Local Union and another union.

\*Membership in any local union which has been merged into this Local Union shall be included in computing length of membership.

#### *Discrimination Forbidden*

**Section 2.** No member shall discriminate or advocate discrimination against any other member or applicant for membership on the basis of race, creed, color, religion, sex, sexual orientation, national origin, ancestry, age, gender expression, citizenship status, marital status or disability.



**Section 3.** Every member by virtue of membership in this Local Union is obligated to adhere to and follow the terms of the International Constitution, this Local Constitution and the working rules promulgated in accordance with this Constitution, with respect to the rights, duties, privileges and immunities conferred by them and by statute. Each member shall faithfully carry out such duties and obligations and shall not interfere with the rights of other members.

***Obligations of Members***

**Section 4.** Every member by virtue of membership in this Local Union authorizes this Local Union to act as his or her exclusive bargaining representative with full and exclusive power to execute agreements with his or her employer governing terms and conditions of employment and to act for him or her 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 Union or its officers deem to be in the best interests of this Local Union. This Local Union and its officers, business representatives and agents may decline to process any such grievance, complaint, difficulty or dispute if in their discretion and judgment such grievance, complaint or dispute lacks merit.

***Bargaining Representative***

**Section 5.** No member shall interfere with the elected officers or business representatives or business agents of this organization in the performance of their duties and each member shall, when requested, render such assistance and support in the performance of such duties as may be required of them provided that this does not interfere with their individual rights as members. Each member shall adhere to the terms and conditions of pertinent collective bargaining agreements and shall refrain from any conduct that would interfere with the performance by this Local Union of its legal or contractual obligations.

***Non-Interference***

**Section 6.** No member shall engage in dual unionism or espouse dual unionism or disaffiliation in the course of any meeting, or shall be a

***No Dual Unionism***

party to any activity to secure the disestablishment of this Local Union as the collective bargaining agent for any employee.

***Conduct at Meetings***

**Section 7.** No member shall be permitted at any assembly or meeting of other members to engage in any of the conduct hereinbefore described.

**Article III**

**DISTRICTS**

***Districts***

**Section 1.** This Local Union shall be divided into the following geographical Districts and administrative Divisions:

- (a) Districts:
  - 1. New York Metro District: New York City and Nassau and Suffolk Counties
  - 2. Hudson Valley District: Westchester, Sullivan, Dutchess, Putnam, Rockland and Orange Counties
  - 3. New Jersey District
  - 4. Connecticut District
  - 5. Mid-Atlantic District: Philadelphia area
  - 6. Capital Area District: Maryland, District of Columbia and Northern Virginia
  - 7. Western Pennsylvania District
  - 8. NCFO District
  - 9. District 1201
  - 10. New England District/District 615: Massachusetts, Rhode Island, and New Hampshire

***Divisions***

- (b) Divisions:
  - 1. Existing Divisions: Window Cleaners Division; Theatre, Amusement & Cultural Division; Commercial and Residential Divisions.
  - 2. The Joint Executive Board may create additional departments or divisions or modify or eliminate

existing departments or divisions as it determines appropriate to carry out the work of the Local Union.

**Section 2.** The lines and limits of said geographical Districts shall be those in existence at the time of the adoption of this Constitution, as amended, but the Joint Executive Board shall have the power to merge any Districts or to alter their lines or limits, and to create new Districts, with the approval of the membership at the next General Membership Meeting.

***Boundaries of Districts***

The members of the Local Union who are employed within a geographical District shall be considered members in the District.

***Members of Districts***

## **Article IV**

### **MEETINGS**

**Section 1.** General Membership Meetings of the Local Union shall be held 12 times each year at such times as are set by the President as follows:

***General Membership Meetings***

- (a) two times each year within the New York Metro District for all members of that District;
- (b) two times each year within each of the following Districts for the members of each of those Districts: New Jersey District, Hudson Valley District, Connecticut District, Mid-Atlantic District, Capital Area District, Western Pennsylvania District, District 1201, and New England District/District 615.

The President may, at his discretion, call for the General Membership Meeting within any District at more than one location, or the District Meeting at more than one location, provided that any member shall vote only once at each meeting.

The President may, at his discretion, schedule

General Membership Meetings at other locations within any General Membership Meeting cycle in order to ensure that all members have an opportunity to participate.

***Voting***

Members shall vote on any motion before the general membership at the General Membership Meeting for their District or area. Members may attend General Membership Meetings outside the meeting for their District in accordance with rules established by the Joint Executive Board.

***Special Membership Meetings***

Special General Membership Meetings of the Local Union may be called at any other time by direction of the Joint Executive Board.

***Quorum***

To constitute a quorum for the transaction of all business requires 200 members in good standing at the New York Metro District meeting and 500 members in good standing considering those present at the meetings in other Districts or areas in one cycle together.

***Order of Business***

The President shall determine the Order of Business for the General Membership Meeting.

***District Meetings***

**Section 2.** Each District shall hold a meeting of its membership which shall be closed to members of other Districts except the members of the Joint Executive Board, or their invitees, at least four (4) times each year, on such dates as the President determines.

***Quorum***

Fifty (50) District members in good standing shall constitute a quorum.

***Order of Business***

The President shall determine the Order of Business in consultation with the Joint Executive Board.

No District may, as part of its Order of Business, vote the calling of a strike.

All recommendations adopted at District meetings shall be transmitted to the Joint Executive Board by the District officers for its determination thereon. The District officers shall report the

determinations of the Joint Executive Board at the following District meeting. District Meetings may be held on the same dates as General Membership Meetings.

**Section 3.** Shop steward meetings shall be held at such times as the President determines.

*Shop Steward Meetings*

**Section 4.** Meetings shall be governed by the Manual of Common Procedure and Rules of Debate set forth in the Constitution and Bylaws of the International Union, except as modified by the Joint Executive Board, or this Constitution and Bylaws. Every member shall follow and be subject to such rules governing debate at all meetings of this Local Union.

*Rules for Meetings*

**Section 5.** Any member in good standing who wants to present a motion (not otherwise inconsistent with these bylaws) at a General Membership Meeting shall first submit the motion in writing to the Joint Executive Board. Any such motion the Joint Executive Board does not adopt at its next meeting shall be submitted, in accordance with Rules established by the Joint Executive Board, along with the Joint Executive Board's recommendation to the next cycle of General Membership Meetings. A motion shall be carried by an affirmative vote of a majority of the members present at those meetings, taken as a whole.

*Motions*

**Section 6.** Actions of the General Membership Meeting shall be communicated to the membership through the Local Union's publication, website or other appropriate means.

*Communication to Members*

## **Article V**

### **QUALIFICATIONS FOR OFFICE OR POSITION**

**Section 1.** No person may be nominated for any office or any other post or position requiring election under this Constitution and Bylaws nor shall any person be appointed to fill any vacancy in any office, post or position who has not been a

*Qualifications for Office*

member in continuous good standing for a minimum of two years in the Local Union prior to nomination and election. In addition no person may be nominated for any office, or any other post or position requiring election under this Constitution and Bylaws, who has held office in or has been employed by any labor union other than Local 32BJ at any time during a period of three years prior to such nomination or election. The meaning of labor union exclusive of Local 32BJ in this section shall include any other International Union and its locals, but exclude the Service Employees International Union, its locals, the American Federation of Labor-Congress of Industrial Organizations, any State Federation, any State or City central organization, or any Council with which this Local Union is affiliated.

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

***Good Standing*** **Section 2.** Good standing requires the payment of dues, assessments, if any, and other charges owed to the Local Union within the month that they are due.

***District Board Members*** **Section 3.** In addition to the qualifications under Section 1 of this Article, a District Board member must be employed in a building in his or her District.

***District Leaders and Assistant District Leaders*** **Section 4.** District Leaders and Assistant District Leaders may be employed in buildings in their District and need not be salaried officials or employees of the Local Union, although they shall be compensated for their attendance at meetings.

***Retired Members*** **Section 5.** Retired members paying less than the full dues required for working members of the Local Union shall not be eligible for nomination as an officer, member of the Executive Board, delegate, or any other office in the Local Union.

## Article VI

### OFFICERS, BOARDS AND DELEGATES

**Section 1.** The officers of this organization shall be (a) the President, the Executive Vice President, eleven (11) Vice Presidents, the Secretary-Treasurer and the Assistant to the President, who shall be the Executive Officers of this Local Union, and who shall be elected by the general membership at the regular election, (b) District Leaders, Assistant District Leaders and District Board Members who shall be elected from the membership employed in their Districts, except for NCFO District, at the regular election, and, as determined by the Secretary-Treasurer, an additional Board Member for every 2,000 members over 5,000 employed within the District, except that (i) the New York Metro District membership shall elect eight (8) District Leaders, eight (8) Assistant District Leaders, and an additional District Board Member for each 2,000 members over 31,000 members employed in the District, and (ii) The NCFO District membership shall elect a Vice President, two (2) District Board Members, and, as determined by the Secretary-Treasurer, an additional Board Member for every 2,000 members over 5,000 members employed within the District, and all NCFO District members who satisfy the requirements of Article V, section 1, may be eligible for NCFO District Board Member positions notwithstanding Article V, section 3 above; and, (c) Twelve (12) At-Large Executive Board Members who shall be elected by the general membership at the regular election, and all members of the Local Union who satisfy the requirements of Article V, section 1 may be eligible for the At-Large Executive Board Member positions, except that one (1) At-Large Executive Board Member shall have the additional qualification of being either employed as a window cleaner or an employee of the Local Union assigned to the Window Cleaner Division.

### *Union Officers*

***Joint Executive Board***      **Section 2.** (a) The Joint Executive Board shall consist of the officers described in Section 1.

***New Executive Officer and Executive Board Positions***      (b) The President, with Joint Executive Board approval, shall have the authority to create new Executive Officer and Executive Board positions, in connection with mergers or to meet other needs of the Local Union, subject to membership approval.

**Section 3.** District and At-Large Board Members.

***Disqualification of District Board Member***      (a) If a District Board Member changes employment from a building within the District in which he or she was elected to a building in another District, or if he or she or an At-Large Board Member (holding office prior to the 2009 regular election) is appointed to a full-time paid position in the Local Union, he or she shall automatically vacate his or her position.

***Compensation***      (b) District Board Members and At-Large Board Members shall be compensated for attendance at Joint Executive Board meetings in an amount to be determined by the Joint Executive Board.

**Section 4.** Board of Auditors.

***Board of Auditors***      (a) A Board of Auditors of three (3) members shall be elected by the membership at the regular election.



(b) Members of the Board of Auditors shall be compensated in an amount to be determined by the Joint Executive Board.

***Compensation***

**Section 5. Grievance Board.**

(a) Commencing in the 2009 regular election, each District membership, except NCFO District, shall elect one (1) member to the Grievance Board, and the New York Metro District shall elect eight (8) members to the Board.

***Grievance Board***

(b) There shall be a Grievance Board composed of three (3) members elected from the District membership and any other member of the Local Union, who may be one of the Executive Officers, appointed by the President of the Local Union with the approval of the Joint Executive Board, who shall act as Chairperson of the Grievance Board.

***Disqualification of Grievance Board Member***

(c) If a member of the Grievance Board changes employment from a building within the District in which he or she was elected to a building in another District, or if he or she is appointed to a full-time paid position in the Local Union, such Grievance Board member shall automatically vacate his or her position.

(d) Grievance Board members shall be compensated for attendance at Board meetings in an amount to be determined by the Joint Executive Board.

***Compensation***

**Section 6.** In the event of a vacancy in the office of President, due to death or permanent disability, the Executive Vice President shall assume the duties of the office until a successor has been named. In the event of resignation, the Executive Vice President shall act as President pro tem. Within sixty (60) days of the occurrence of a vacancy in the office of the President, there shall be a special meeting of the Joint Executive Board for the purpose of electing a President to fill the unexpired term. A President shall be elected by a majority vote of the Joint Executive Board and shall assume all duties of the President forthwith.

***Vacancy in Office of President***

***Other Officer  
Vacancies***

**Section 7.** In the event that a vacancy occurs in any office or elected position other than the President's, the unexpired term of such vacancy shall be filled by appointment of the President subject to approval by a majority vote of the Joint Executive Board at a regular meeting of the Board within ninety (90) days of the vacancy.

**Section 8.** In the event that an At-Large Board Member position or an Executive Office other than the President's becomes vacant, the Joint Executive Board may abolish that office or position, or, if an Executive Office, combine its duties with that of another Executive Office.

***Delegates to  
International  
Convention***

**Section 9.** None but delegates duly elected in accordance with all applicable statutes and the provisions of this constitution and bylaws shall be eligible to represent the Local Union at the International convention or be entitled to vote. All officers of the Local Union elected in conformity with all applicable statutes shall by virtue of such election be considered to be eligible delegates to any International convention which may take place during their term of office. If at the time of the receipt of the convention call it shall appear that such number of elected officers is less than the number of delegates which the Local Union will be entitled to at any International convention, then arrangements may be made at the option of the Joint Executive Board for nomination and secret ballot election, if required, of an additional number of eligible members as convention delegates. Nominees for such position, if unopposed, shall be deemed elected without necessity for further procedures.

***Designation of  
Shop Stewards***

**Section 10.** Shop Stewards shall be designated in a manner and for such time as determined by the Joint Executive Board. Their duties shall be defined by the Joint Executive Board.

## Article VII

### NOMINATIONS AND ELECTIONS

#### Section 1. Nominations.

(a) The Joint Executive Board shall establish the date on which by close of business (“the Nomination Date”) nomination petitions for elected officials and officers shall be submitted to and received by the Secretary-Treasurer. The Nomination Date date shall be not less than fifteen (15) calendar days nor more than sixty (60) calendar days before the election. Every candidate must submit to the Secretary-Treasurer a written statement, containing the candidate’s Social Security number, and indicating his or her willingness to become a candidate for the office by the Nomination Date or promptly thereafter.

***Nomination  
Petition***

(b) The election of officers and other elected officials shall be made from among those persons nominated. Nominations shall be made in written petition which shall designate the name of the person and/or persons nominated and the office and/or offices sought by the nominee and/or nominees.

The nomination petition must include signatures of at least one hundred (100) members in good standing in the District when a person and/or persons is being nominated to a District Officer, Trial Board Member and/or Grievance Board Member position and/or position in a District which has fewer than five thousand (5,000) members.

***Signatures***

The nomination petition must include signatures of members in good standing of at least two percent (2%) of the membership of the District, as determined by the Secretary-Treasurer when a person and/or persons is being nominated to a District Officer, Trial Board Member and/or Grievance Board Member position and/or positions in a District which has more than five thousand (5,000) members.

***Signatures***

The nomination petition must include signatures of members in good standing of at least two

***Signatures***

percent (2%) of the membership, as determined by the Secretary-Treasurer, up to a maximum of 1,500 signatures, when a person and/or persons is being nominated for an Executive Officer, At Large Executive Board Member, or Board of Auditors position and/or positions. The nomination petition may be presented to the Secretary-Treasurer by registered or certified mail (and shall be deemed received by the Secretary-Treasurer upon actual receipt) or by hand delivery prior to the Nomination Date. No petition will be valid if not presented to the Secretary-Treasurer prior to the Nomination Date.

Each page of the nomination petition must be dated and signed by the member who witnessed the signatures of the petitioners. The witness must also insert the last four (4) numbers of his/her Social Security number. Such date shall be the date upon which the signing member witnessed the signatures of the petitioners.

The nomination petitions must be dated no earlier than thirty (30) calendar days prior to the Nomination Date. The nomination petition shall include the signatures of the members, the last four (4) numbers of their Social Security numbers, and date signed.

***One Office  
Limitation***

(c) No member or candidate for nomination shall be eligible to hold two (2) offices in the Local Union or run for more than one (1) office in the Local Union at any one time.

***No Non-  
Member  
Support***

(d) No candidate (including a prospective candidate) for any office in the Local Union 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.

***Regular  
Election***

**Section 2.** (a) Regular elections shall be held on the third Thursday of September every three (3) years.

The terms of office shall commence on the first Wednesday of October following the election.

(b) Regular elections shall be by a secret ballot, as required by provisions of applicable law, and by voting machine or other appropriate technology, or mail ballot, as determined by the Joint Executive Board, in any such election in which there is a contest.

***Secret Ballot***

All elections for Election Committee or Negotiating Committee members or other votes shall be by voice or standing vote as provided for in the Manual of Common Procedure, or such other procedure as determined by the Joint Executive Board.

***Voice or Standing Vote***

(c) At any regular election at which unopposed candidates have been nominated for all the Executive offices, At-Large Board Members and the Board of Auditors, the nominees for said Executive offices, At-Large Board Members and the Board of Auditors shall be deemed elected without the necessity for any further procedure. In such a case, in any District where unopposed candidates have been nominated for all the District offices, all the nominees for said District offices shall be deemed elected, without the necessity for any further procedure. The Chairperson of the Committee on Elections shall certify to the Joint Executive Board the names of all the persons so elected.

***Candidates Unopposed***

However, if there be more than one (1) candidate for any of the Executive offices, At-Large Board Members, or Board of Auditors to be filled at a regular election, all candidates, including those for district offices, whether opposed or not, shall appear upon the voting devices or ballots, and, likewise, if there be more than one candidate for any office to be filled in a District, all candidates of such District, whether opposed or not, shall appear upon the voting device or ballot of that District.

***More Than One Candidate***

**Section 3.** Special elections and referendums shall be held at times and places directed by the Joint Executive Board.

***Special Elections and Referendums***

**Section 4.** (a) An election shall be decided for the candidate receiving the most votes.

***Candidate With Most Votes***

***Voting  
Procedures***

(b) On Election Day each member shall be required to present his/her membership card and/or some form of picture identification and/or other identification acceptable to the Committee on Elections, or in a mail ballot, comply with procedures established by the Joint Executive Board or the Election Committee. Failure to comply with the requirements of this section will make a member ineligible to vote.

The Committee on Elections or its designee shall provide on request a voting receipt to a member who has voted.

***Voting  
Locations***

(c) The Joint Executive Board shall provide for adequate voting locations for the holding of elections throughout the Local Union, with at least one (1) adequate location for holding of the elections in each District where voting is in-person.

***Committee on  
Elections***

**Section 5.** (a) Regular elections shall be held under the supervision of a Committee on Elections, which shall elect its Chairperson. The Committee shall consist of one (1) member who shall not hold office or employment in the Local Union from each District elected at the District meetings held not earlier than ninety (90) calendar days or later than thirty (30) calendar days before the election, except that the New York Metro District shall elect eight (8) members. Members of the Committee on Elections shall not be candidates for office in the election. The Joint Executive Board shall establish the date or dates of the District meetings at which the Committee on Elections shall be elected.

(b) It shall be the duty of the Committee on Elections to set up adequate safeguards to ensure a safe and fair election including the right of a candidate to have an observer at the polls and at the counting of the ballots. At the conclusion of the voting, the Committee on Elections shall tally the votes and certify in writing the results.

***Challenges***

(c) The Committee on Elections may make rulings on challenges and on all matters involving the conduct of the election and the polling of

the vote, about which it may consult the Local Union's counsel. The decision on any question by a majority of the Committee shall be binding.

The Committee on Elections shall establish the procedure and time period by which complaints regarding the conduct of the election or tabulation of the vote shall be made, and the procedure by which such complaints shall be ruled on by the Committee.

### ***Complaints***

**Section 6.** (a) It shall be the duty of all members having a challenge or complaint to make it before the contested vote is cast. Failure to do so shall constitute a waiver of the challenge or complaint.

### ***Waiver of Challenge***

(b) Any member of this union who has been declared ineligible to run for office or who wishes to appeal the decision of the Committee on Elections regarding the outcome of an election may, within 48 hours of the decision rendered by the Committee on Elections, file a written appeal with the President. Said appeal shall be sent by registered or certified mail or may be delivered by hand. The appeal shall set forth in detail the reason or reasons why the member believes that the decision of the Committee on Elections should be reversed.

### ***Appeals***

The President shall present any appeal received, as set forth above, to the Joint Executive Board at its next regular meeting; provided that said meeting is scheduled no later than two (2) weeks from receipt of the appeal. In the event that the next regularly scheduled meeting is more than two (2) weeks from the date of receipt of the appeal, a special meeting of the Joint Executive Board shall be called within two (2) weeks.

The Joint Executive Board shall hear the appeal and render a decision by majority vote.

**Section 7.** Write-in candidates and proxy voting shall not be permitted in any election for an officer, member of the Executive Board, delegate or any other office in the Local Union.

### ***No Write-Ins or Proxies***

***Installation of  
Officers***

**Section 8.** Installation shall be the first order of business after the reading of the minutes of the executive board meeting to be held on the first Wednesday of October following the election. Every officer shall take the oath of office.

***Death of  
Executive  
Office  
Candidate***

**Section 9.** In the event that a candidate for Executive Office dies before the Election, the following shall apply:

(a) If the candidate was the incumbent officer in the position for which he or she was the candidate, then the election for that position shall be cancelled. Upon the installation of the other officers or officials elected in the election, there shall be within 90 days following the installation, a new nomination and special election conducted for that position for which the prior election was cancelled, in accordance with the provisions of this Article.

(b) If the candidate was not an incumbent officer for the position for which he or she was the candidate, and there is a candidate who is the incumbent officer for the position being sought, then the election for that position shall proceed, notwithstanding the death of the non-incumbent candidate. Upon the installation of the candidate elected to that position, there shall be within 90 days a new nomination and special election conducted for that position, in accordance with the provisions of this Article.

(c) If no candidate in the contest for a position in which a candidate died was the incumbent officer in that position, then the procedure set forth in paragraph (a) above shall apply.

For the purpose of this provision, the term "candidate" shall be any member qualified to run for office who prior to his/her death has submitted to the Local Union a statement of willingness to run and a nomination petition including sufficient number of signatures to be nominated for the respective office or position.



## Article VIII

### DUTIES OF OFFICERS AND BOARDS

#### President

**Section 1.** The President, or his designee, shall preside at the meetings of the general membership, any district meeting at which he or she shall occupy the Chair, meetings of the Joint Executive Board, in accordance with this Constitution, the International Constitution, and any applicable parliamentary rules, and shall perform the duties pertaining to the office.

*Presiding  
Officer*

The President shall have general supervision and direction over the affairs of the Local Union.

The President shall have authority to retain counsel, accountants and other professional staff or consultants as he or she may deem necessary for the Local Union, and to determine their compensation.

*Authority  
to Appoint  
Professionals*

The President shall have the authority to appoint and supervise the staff of the Local Union, including business agents and organizers, and to delegate such supervision to his designees.

*Authority  
to Appoint  
Business Agents,  
Organizers and  
other Staff*

The President shall, with approval of the Joint Executive Board, appoint such committees which in the President's judgment would help promote the general good of the organization. The President shall be a member ex officio of all committees, except the Committee on Elections and the Trial Committee.

*Authority  
to Appoint  
Committees*

The President shall appoint all non-elected delegates to other labor organizations with which the Local Union is affiliated.

*Authority  
to Appoint  
Non-Elected  
Delegates*

The President shall have the power to call special meetings of the Joint Executive Board and of the Districts.

*Authority to  
Call Special  
Meetings*

The President shall cast the deciding vote on all questions of equal division.

*Authority to  
Cast Deciding  
Vote*

***Authority to Suspend Officers***

The President may suspend any officer of the Local Union for neglect of duty, or a breach of his or her duties, or of the Constitution of the Local Union or of the International, immediately upon the filing of formal charges. Such suspension shall be limited to a period not to exceed thirty (30) days and must be reviewed within thirty (30) days of such suspension by the Joint Executive Board at a regular or special meeting called for such purpose which may continue the suspension pending trial.

***Authority to Dismiss Staff***

The President may dismiss any member of the staff or personnel of the Local Union. In case of defalcation or misappropriation of funds, the President shall at once proceed legally to collect on the surety bond. The President shall counter-sign or authorize, in writing, another Executive Officer other than the Secretary-Treasurer to sign all checks issued by the Secretary-Treasurer.

***Authority to Interpret Constitution and Bylaws***

The President shall have authority to decide on all points of law submitted to him and to interpret the Constitution and Bylaws.

**Executive Vice President*****Supervised by President***

**Section 2.** The Executive Vice President shall be under the direction of the President and shall only preside over Local Union meetings when directed by the President.

**Secretary-Treasurer*****Safeguarding of Money***

**Section 3.** The Secretary-Treasurer shall receive all monies of the Local Union and deposit the same in appropriate financial institutions. The Secretary-Treasurer shall have charge of the official seal. The Secretary-Treasurer shall draw and sign or authorize in writing another Executive Officer other than the President to sign all checks covering expenditures of the Local Union, upon the co-signature or approval of the President. The Secretary-Treasurer shall keep a record of the membership of the Local Union and report to the President and the Joint Executive Board upon request.

The Secretary-Treasurer shall make regular financial reports to the Joint Executive Board certified by a Certified Public Accountant, and report the financial condition of the Local Union at each regular membership meeting.

***Financial Reports***

The Secretary-Treasurer shall make an annual report, certified by a Certified Public Accountant, which shall be published in the Local Union's publication, website or otherwise be made available to the membership.

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 assets and liabilities and a statement of receipts and disbursements which are required by law. The Secretary-Treasurer shall maintain an adequate bookkeeping system for the performance of the functions of the office.

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

***Retention of Financial Records***

The Secretary-Treasurer shall forward to the International Secretary-Treasurer an accurate record of all dues payments and other revenues, and such membership and other information as provided for in the International Constitution, and shall provide the same membership list to the state council(s) with which this Local Union is affiliated. At the end of his or her term of office, the Secretary-Treasurer shall turn over to his or her successor in office all books, monies, property and other assets of the Local Union in his or her keeping. His or her books and records shall be available for inspection by the Joint Executive Board.

***Maintenance of Membership Records***

The Secretary-Treasurer or his/her designee shall attend all general membership meetings of the Local Union and of the Joint Executive Board and keep accurate minutes thereof. The Secretary-

Treasurer shall, upon direction of the President, call meetings of the Joint Executive Board, the general membership, and the Districts. The Secretary-Treasurer shall notify the International Union of the names and addresses, including zip codes, of officers elected to office, within fifteen (15) days after election. The Secretary-Treasurer shall, at the end of his or her term in office, turn over to his or her successor in office all books, property and other belongings of the Local Union in his or her keeping. The Secretary-Treasurer's records shall be available for inspection by the Joint Executive Board.

### **Vice Presidents and Assistant to the President**

#### ***Supervised by President***

**Section 4.** The Vice Presidents and Assistant to the President shall be under the direction of and shall assist the President.

### **District Leaders and Assistant District Leaders**

#### ***District Leader***

**Section 5.** The District Leader shall preside at District meetings. The Assistant District Leader shall preside in the absence of the District Leader. The President, or any Executive Officer that he or she designates, shall have the privilege to preside. The President shall designate a District Leader to preside at the New York Metro District Meeting. The District Leader or Leaders shall represent his or her District on the Joint Executive Board. He or she or they shall make reports to the Joint Executive Board of all matters affecting the District and place before it for decision the problems of the District.

#### ***Assistant District Leader***

**Section 6.** The Assistant District Leader shall act as Secretary of his or her District meeting. In the Assistant District Leader's absence, the District Board Member shall act as Secretary. The Assistant District Leader shall likewise be a representative of the District to the Joint Executive Board and place before it for decision the problems of the District.

## **Joint Executive Board**

**Section 7.** Consistent with the responsibilities and powers given in this Constitution to the Executive Officers, the Joint Executive Board shall discuss all problems relating to the administration of the Local Union and reported to it from the various Districts, and make such directions with regard to the Local Union's administration as it may determine. It shall generally take all steps it deems necessary in all matters involving the interests of the industry and the good and welfare of the Local Union. Its actions and determinations shall be operative and in force unless modified or reversed by a vote of the membership at general membership meetings as provided for in this Constitution.

***Administration***

Upon and with the recommendation of the President and Secretary-Treasurer, it shall determine the amount of compensation to be paid to employees of the Local Union and to members of Boards, Committees and delegates. It shall fix the salaries of paid Executive Officers and District Officers, if employed by the Local Union, and business agents, delegates and organizers.

***Determines  
Compensation***

It shall hear and determine appeals from decisions of the Trial Committee and in the first instance whether charges filed are frivolous and whether a Trial Committee shall be convened. No District shall be permitted to have or maintain another office or keep records pertaining to the Local Union or any of its members at any place but the Local Union's office unless designated by the Joint Executive Board.

***Hears  
Appeals and  
Convenes Trial  
Committee***

The Joint Executive Board may recommend a general or other extensive strike to the entire membership but before any such strike may be called, such recommendation must be approved by the membership at a general or special meeting of the Local Union and notice provided to the International Union. It shall require an audit of the finances of the Local Union by a Certified Public Accountant.

***Authority to  
Recommend  
General Strike***

***Bonding***

All Officers and employees required by law to be bonded shall be bonded in an amount and in the manner required by applicable provisions of law. Premiums shall be paid by the Local Union.

The International Secretary-Treasurer may direct the increase or decrease in the amount of the bond when he or she deems it necessary and advisable and may direct bonding of the Local Union even if not required by statute to secure a bond.

***Meetings***

For the transaction of its business, the Joint Executive Board shall meet at least nine (9) times a year, or upon the call of the President. In between scheduled Joint Executive Board meetings, when the President deems it necessary for the Joint Executive Board to act promptly, the Secretary-Treasurer shall poll the Joint Executive Board, and such action and vote may be taken by letter, facsimile, telephone or any other appropriate means of communication. Such action so taken on vote of the majority of the Joint Executive Board shall constitute official action of the Joint Executive Board.

***Quorum***

A majority of the Executive Board shall constitute a quorum. Decisions of the Joint Executive Board shall be decided by a majority of those members present, except as otherwise provided in this Constitution.

***Actions  
Published***

Actions of the Joint Executive Board shall be published in the Local Union's publication, on the Local Union's website, or by other methods of communication to the membership.

**Board of Auditors**

***Report on  
Assets***

**Section 8.** The Board of Auditors shall, with the aid of the Local Union's certified public accountant, examine into and report the entire assets and property owned by the Local Union at least twice every year. The Board of Auditors shall elect a Chairperson from its membership.

## **Grievance Board**

**Section 9.** In accordance with the procedures adopted by the Grievance Board, and approved by the Joint Executive Board, any member dissatisfied with the disposition of his or her complaint or grievance in any department of the Local Union, or by any official thereof, may appear before the Grievance Board to request a re-examination and redistribution of the complaint.

The Grievance Board shall hold a hearing at which all persons involved in the disposition of the matter will be given an opportunity to appear. It shall then report its recommendations and findings to the Joint Executive Board for its action upon the matter.

### ***Grievance Board Hearing***

The Chairperson of the Grievance Board shall convene the Board as necessary.

## **Sergeants-at-Arms**

**Section 10.** The Sergeants-at-Arms shall attend the door of the meetings of the Local Union, assist the Chairperson when called upon in preserving order and perform such other duties as may pertain to their office or which the Local Union or the President may direct.

### ***Sergeants-at- Arms***

## **Article IX**

### **CHARGES, TRIALS AND APPEALS**

**Section 1.** All charges against a member or any officer of the Local Union shall be presented in writing to the Secretary-Treasurer within one (1) month after the act or actions complained of occurred, unless the charge involves misappropriation, bribery or extortion when it must be presented within one (1) month of its discovery.

### ***Filing Charges***

The Secretary-Treasurer shall call the charges to the attention of the Joint Executive Board at its next meeting, which shall make provision for the setting up of a Trial Committee as described herein.

### ***Trial Committee***

***Written Notice  
of Hearing***

The Secretary-Treasurer shall give to all parties involved at least ten (10) days written notice of the time and place of hearing on the charges, and shall serve a copy thereof on the accused, either personally or by registered or certified mail, directed to the last known address of the accused at least ten (10) days before the hearing upon the charges. If any of the parties involved fail to appear, a hearing may nevertheless take place upon the charges, or they may be dismissed.

***Specificity  
Requirement***

The charges must state which subsections of this Article or the International Constitution the charging party believes have been violated. The charges shall specify the nature of the offense, the provision(s) being violated, the date, time, and place of the occurrence and any further details necessary to enable the accused to prepare a proper defense. Charges not sufficiently specific or otherwise facially defective may be summarily dismissed by either the Joint Executive Board or the Trial Committee.

***Basis for  
Charge***

**Section 2.** In order to ensure members' protection from the filing of frivolous Charges, the following procedures shall apply. A member or officer, as the case may be, may be charged with:

- (a) Violation of any specific provision of this Constitution and Bylaws or that of the Service Employees International Union.
- (b) Violation of the oath of loyalty to the Local Union and the International.
- (c) Violation of the oath of office.
- (d) Gross disloyalty, or conduct unbecoming a member.
- (e) If an officer, gross inefficiency which might hinder and impair the interests of the Local Union or of the International.
- (f) Financial malpractice.



- (g) Engaging in corrupt or unethical practices or racketeering.
- (h) Advocating or engaging in dual unionism or secession.
- (i) Violation of democratically and lawfully established rules, regulations, policies or practices of the International Union or of the Local Union.
- (j) The wrongful taking or retaining of any money, books, papers or any other property belonging to the International or the Local Union; or the wrongful mutilation, erasure, destruction of any books, bills, receipts, vouchers, or other property of the International or the Local Union.
- (k) Working as a strikebreaker or violating wage or work standards established by the International Union or the Local Union.
- (l) The bringing of false charges against a member or officer without good faith or with malicious intent.

**Section 3.** Except when the Joint Executive Board acts as a Trial Committee, a trial upon charges shall be held before the Trial Committee. ***Trial Committee***

The Trial Committee shall be composed of an elected District member from each District, except that commencing in the 2009 regular election, the New York Metro District shall elect eight (8) members from that District, who is not a paid official or employee of the Local Union, two (2) members of the Joint Executive Board chosen by the Joint Executive Board, one of whom shall be an Executive Officer who shall be the Chairperson. Each member of the Trial Committee shall serve on the Trial Committee for a period of three (3) years. Any Trial Committee member who is

hearing a trial at the end of his or her term shall nevertheless hear that trial to completion.

In the event that the Joint Executive Board directs the Trial Committee to conduct a trial upon charges, it shall appoint from the Trial Committee three (3) elected District members, as well as the two (2) members chosen from the Joint Executive Board, one (1) of whom shall be an Executive Officer, who shall be the Chairperson, to constitute a Trial Committee for that particular trial. The Joint Executive Board shall also appoint from the Trial Committee two (2) of the elected District members to act as alternates for that particular trial. Any member of the Trial Committee who fails to show for illness or any other reason will be replaced by an alternate and shall not sit for the remainder of the trial.

**Section 4.** The Trial Committee after deliberation upon the charges and evidence, may sustain the charges, in which case it may reprimand, fine, suspend, expel or issue commands to do or perform, or refrain from doing or performing, specific acts. If it decides that the charges are unsustainable, it shall dismiss them.

***Fines***

Any member found guilty of violating Section 2(k) shall be fined by the Trial Committee in addition to any other disciplinary action the Trial Committee may direct pursuant to its constitutional authority.

***Appeals***

The decision of the Trial Committee shall be binding, subject to appeal by either the accuser or the accused to the Joint Executive Board, except in cases where it is provided in this Constitution that the Joint Executive Board acts as the Trial Committee. The Joint Executive Board shall hear the appeal on the notes or record and exhibits of the hearing before the Trial Committee and its decision, but may order new hearings before itself in its sole discretion. Further appeals shall be in accordance with the provisions of the International Constitution and Bylaws.

***Exhaustion of Remedies***

**Section 5.** Subject to the provisions of applicable statutes, every member or officer of this Local

Union against whom charges have been preferred and disciplinary action taken agrees, as a condition of membership or affiliation and the continuation of membership or affiliation, to exhaust all remedies provided for in the Constitution and Bylaws of the International Union and in this Constitution, and further agrees not to file or prosecute any action in any court, tribunal or other agency until those remedies have been exhausted.

## **Article X**

### **MATTERS AFFECTING COLLECTIVE BARGAINING**

**Section 1.** The President shall supervise the Local Union's activities in collective bargaining.

*President  
Supervises  
Bargaining  
Industry-Wide  
Bargaining*

**Section 2.** Industry-wide collective bargaining negotiations, as designated by the President, shall be conducted by the President, or his designee, and Executive Officers, along with negotiating committees whose members shall be made up of representatives elected from each district whose members are covered by the agreement, together with such members of the Joint Executive Board whom the President, with the approval of the Joint Executive Board, appoints to the committee. The number of representatives on the negotiating committees and their manner of election will be determined in accordance with procedures established by the Joint Executive Board, but in any case, will include at least as many members as each District currently elects.

**Section 3.** Any agreements arising out of industry wide collective bargaining negotiations shall be subject to ratification by the membership covered by the agreement unless previous authorization has been given to conclude negotiations.

*Ratification*

**Section 4.** Final agreements which embody the terms of extensive or area wide negotiations shall be made available to the membership on the Local Union's official website, in its publication, or through other appropriate means.

*Publication of  
Agreements*

***Settlement of Controversies***

**Section 5.** (a) The President shall take all steps necessary to settle controversies with employers. The President may call a meeting of the Local Union or of any District to present any such controversy for consideration. The International President shall be notified prior to any general or extensive strike, where practicable, or in any case, as soon as possible after commencement of the strike.

(b) The International Union shall be notified in writing when any collective bargaining negotiations or memorandums of understanding have been concluded and the number of employees covered and copies of all master industry contracts shall be filed with the International Department of Research.

***Strike Committee***

**Section 6.** When an industry-wide or extensive strike is ordered, the President with the Joint Executive Board, and such other members as the President may appoint, shall constitute a Strike Committee which shall have full charge of the conduct of the strike. The Strike Committee shall keep an accurate and complete list of members on strike or lockout. It shall report at each regular meeting of the Local Union the amount of money expended.

***Financial Assistance for Strikers***

**Section 7.** Financial assistance may be extended by the Strike Committee to members on industry wide or extensive strike or locked out as the case may require, in such amounts and for such periods as recommended by the Strike Committee and approved by the Joint Executive Board.

**Article XI****REVENUE**

**Section 1.** The revenue of this Local Union shall be derived from dues, initiation fees, reinstatement fees, assessments and fines.

***Initiation Fees***

**Section 2.** The initiation fee shall be sixty dollars (\$60.00) for members who are part-time employees; one hundred dollars (\$100) for members

who are full-time employees but earn less than four hundred dollars (\$400.00) per week; and one hundred fifty dollars (\$150.00) for members who are full-time employees and earn \$400 per week or more. With the approval of the International Union, it may be changed by the Joint Executive Board. Such change shall be made according to the provisions of applicable law.

The Joint Executive Board may also, for organizing or other valid purposes, as the occasion arises, waive or reduce the amount of said fee.

***Waiver of  
Initiation Fee***

**Section 3** (a) Effective January 1, 2006, the regular monthly dues of each member employed on a full-time basis, as defined below, shall be as follows:

***Full-Time  
Dues***

For members whose regular hourly rate of pay is \$9.00 or less, \$40.00;

For members whose regular hourly rate of pay is between \$9.01 and \$14.00, \$45.00;

For members whose regular hourly rate of pay is between \$14.01 and \$15.00, \$50.00;

For members whose regular hourly rate of pay is between \$15.01 and \$16.00, \$55.00;

For members whose regular hourly rate of pay is between \$16.01 and \$19.00, \$60.00;

For members whose regular hourly rate of pay is more than \$19.01, \$65.00.

(b) Effective January 1, 2008, the regular monthly dues of each member employed on a full-time basis, as defined below, whose regular hourly rate of pay is \$21.01 or above shall be \$70.00.

(c) Effective January 1, 2010, the regular monthly dues of each member employed on a full-time basis whose regular hourly rate of pay is between \$21.01 and \$23.00 shall remain \$70.00, and monthly dues for members whose regular hourly rate of pay is \$23.01 or above shall be \$75.00.

**Definition of  
Full-Time  
Part-Time  
Dues**

(d) Members shall be considered employed on a full-time basis if they regularly work 35 or more hours a week, or work more than two (2) days a week and receive comprehensive employer-provided health benefits under the industry-wide standard agreement for their work classification or geographic region.

(e) Effective January 1, 2006, the regular monthly dues of each member employed on a part-time basis shall be as follows:

For members whose regularly hourly rate of pay is \$11.00 or less, \$29.00;

For members whose regular hourly rate of pay is \$11.01 or more, \$33.00.

**Minimum Dues**

(f) Effective January 1, 2006, the regular monthly dues for members who are in non-working status, and who are eligible to pay dues as provided for in this Constitution and Bylaws, shall be \$29.00, which is the minimum dues rate.

**Retiree Dues**

(g) Retired members may pay monthly dues in the amount of \$4.00.

**Dues Rebate**

(h) (i) Any member employed in a bargaining unit historically represented by Firemen and Oilers Local 473 whose regular monthly dues obligation increases by \$10.00 or more on April 1, 2010 (other than due to a change in classification or wage rate) because the Local 32BJ dues structure becomes applicable then to that member pursuant to a merger agreement, and who remains in good standing through April 1, 2011, shall be entitled to a one-time dues rebate at the end of April 2011 of one half of the increase in dues under a procedure to be adopted by the Secretary-Treasurer.

In order to provide an orderly and equitable transition to the Local 32BJ dues structure, (a) members employed in bargaining units historically represented by Firemen and Oilers Local 1206, who are full-time, dues obligation shall not increase by more than \$15.00 per month effective

April 1, 2009, an additional \$15.00 per month effective April 1, 2010, and shall be subject to the regular Local 32BJ dues structure effective January 1, 2011. Part-time members shall have their dues increase on the same dates no more than \$5.00 per month, and shall be subject to the regular Local 32BJ dues structure effective January 1, 2011.

(ii) Members employed in bargaining units historically represented by Local 1199C and Firemen and Oilers Local 1250 shall be obligated to pay monthly dues equal to three (3) times their hourly rate of pay effective April 1, 2009, and shall be subject to the Local 32BJ dues structure effective January 1, 2011. Any member whose monthly dues increases by \$10.00 or more on January 1, 2011 due to the implementation of the Local 32BJ dues structure (other than due to a change in classification or wage rate) shall be entitled to a rebate equal to one half of that increase at the end of the 12th month that the increase was in effect, under a procedure to be adopted by the Secretary-Treasurer.

(i) Dues and initiation fees for members of Local Unions that merge into or join Local 32BJ shall be as provided for under this Constitution and Bylaws unless the merger or jurisdictional agreement or order provides otherwise. ***Mergers***

(j) Unless mandated by the International Union, the amount of dues may be changed by the Joint Executive Board with approval of the majority of the membership who vote at either a regular or special General Membership Meeting cycle, or in a secret mail ballot referendum, and the approval of the International Union, and subject to the provisions of applicable law. ***Change in Dues***

**Section 4.** All dues and other financial obligations are due and payable on or before the last day of the current month and if not so paid, shall become and be considered delinquent. Delinquent members shall not be entitled to, and shall not be considered in good standing in relation to the death gratuity of the International ***Delinquent Dues***

Union, as well as all other rights and privileges afforded members in good standing under this Constitution and Bylaws.

***Suspension*** Members who fall in arrears three (3) months in dues or other financial obligations are automatically suspended as members of the Local Union.

***Readmission*** Any suspended member may be readmitted as a member upon payment of a reinstatement fee in an amount established by the Joint Executive Board, all dues in arrears, the current month's dues, and any other financial obligation. A member so readmitted shall have the status of a new member.

No member can attend meetings or participate in elections or other business of the Local Union if his or her dues have not been paid through the immediately preceding month.

***Assessments*** **Section 5.** Any assessments shall be levied in accordance with applicable law.

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

***Non-working Status*** **Section 7. Members in Non-Working Status**

***Discharge*** (a) Members whose termination is being grieved or arbitrated: Members whose termination is being grieved or arbitrated by the Local Union and who are not otherwise employed under the Local Union's collective bargaining agreements, shall remain obligated to pay dues, if they are reinstated. Such members will not be deemed in arrears for the period of their termination if they pay minimum dues of \$29.00 for that period upon their reinstatement.

***Leave of Absence*** (b) Members on unpaid leave of absence with a contractual right of return to their job: Members who are on an unpaid leave of absence with a contractual right of return to their job shall have the following obligations and privileges:



(1) Leave of Absence of six (6) months or less: If a member returns to active employment within six (6) months, the member may pay minimum dues for the leave period and will be considered in good standing during the leave period. Members who do not pay minimum dues during such period, and who complete a withdrawal card, will be given a new initiation date upon their return to active employment but will not be required to pay a new initiation fee.

(2) Leave of Absence of more than six (6) months but less than twelve (12) months: If a member returns to active employment after six (6) months but in less than twelve (12) months, and completes a withdrawal card, he or she will be given a new initiation date upon their return to active employment but will not be required to pay a new initiation fee.

(3) Leave of Absence of more than twelve (12) months: If a member returns to active employment after more than twelve months, he or she will be given a new initiation date and will be required to pay a new initiation fee upon his or her return to active employment.

**Section 8.** The Local Union shall pay per capita tax to the International Union each month for each member from whom it received dues that month. The Local Union shall have no right to pay any bills before it pays its full obligation to the International Union. *Per Capita*

**Section 9.** Members in the event industry, who meet each of the following conditions, shall pay dues of two (\$2.00) dollars per event, regardless of the length of the individual shift:

- (a) They are employed in public arenas, stadiums, convention centers, or similar facilities;
- (b) Their schedule is irregular and is based on the scheduling of events at their workplace;
- (c) They do not receive comprehensive employer-provided health benefits equal or comparable to the industry-wide standard for their

work classification or geographic region.

No member in this category shall pay more than the minimum dues set for all members.

## **Article XII**

### **COMMITTEES**

#### ***Committees***

The President, with the approval of the Joint Executive Board, shall establish such committees as may be necessary to promote the programs and activities of the Local Union. The President shall appoint a committee to develop recommendations for any additional changes to the Constitution that would strengthen the Local Union by, among other things, promoting membership involvement and leadership, and democratic participation.

## **Article XIII**

### **NO DISSOLUTION**

#### ***Reversion of Assets***

This Local Union cannot dissolve, secede or disaffiliate while there are seven (7) dissenting members and in accordance with the procedures contained in Article XXV of the International Constitution and Bylaws. In the event of secession, dissolution or disaffiliation, all property, funds and assets, both real and personal, of this Local Union shall become the property of the International Union. Under no circumstances shall this Local Union distribute its funds, assets or property individually among its membership.

## **Article XIV**

### **NO VESTING**

#### ***Title to Assets***

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

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

## **Article XV**

### **AFFILIATIONS**

This Local Union shall affiliate with City or Local Central Bodies, State Federations, and State Councils, as determined by the International Union.

## **Article XVI**

### **AMENDMENTS**

Except as provided in Article XI, Section 2 and Section 3, this Constitution and Bylaws may be amended in accordance with the following procedures:

### ***Amendment Procedures***

(a) Any member in good standing may submit, in writing, proposed amendments to the Joint Executive Board for its consideration. By a two-thirds (2/3) vote, the Joint Executive Board may submit the proposed amendment to the membership, to be voted on, as the Joint Executive Board may determine, either at General Membership Meetings of the Local Union, as provided for in Article IV, Section 5 above, or in a mail ballot referendum.

(b) If the proposed amendments are supported by petitions signed by members in good standing consisting of at least ten percent (10%) of the Local Union's membership, then the Joint Executive Board must submit the proposed amendments to the membership to be voted on, as the Joint Executive Board may determine, either at General Membership Meetings of the Local

Union, as provided for in Article IV, Section 5 above, or in a mail ballot referendum.

(c) The Joint Executive Board’s recommendation regarding any proposed amendments to be voted on by the membership shall be distributed to the membership for its consideration.

(d) The Joint Executive Board shall establish initial rules within ninety (90) days of the adoption of these amendments governing the petition process for by-law amendments.

(e) The Joint Executive Board, by a two-thirds (2/3) vote, may submit amendments that it proposes to the membership, for a vote either at General Membership Meetings or by mail ballot referendum, as it shall determine.

***Voting***

(f) Adoption of amendments shall require an affirmative two-thirds (2/3) vote by those members who cast valid ballots in a mail ballot referendum or, where the vote takes place at General Membership Meetings at which there is a quorum, of those members present.

***Mail Ballots***

(g) All mail ballot referenda shall be by secret ballot. Except as otherwise provided in this Constitution and Bylaws, the Joint Executive Board, by majority vote, shall determine whether to conduct a mail ballot referendum.

***International Approval***

(h) No amendment shall be valid or become effective until approved by the International Union.

**Article XVII**

**INTERNATIONAL APPROVAL**

***Subordinate to International Constitution***

The Constitution and Bylaws of this Local Union shall at all times be subordinate to the International Constitution and Bylaws, as it may be amended. If any conflict should arise between the Constitution and Bylaws of this Local Union or any amendments thereto, and the International Constitution and Bylaws or any amendments thereto, the provision of the International Constitution and Bylaws shall control.

## **RULES FOR THE SUBMISSION AND DEBATE ON MOTIONS AND PROPOSED BYLAW AMENDMENTS**

These rules replace the Rules for the Debate in the Manual of Common Procedure (published in the SEIU Constitution), except for Rules 3, 4, 8, 9, 10, 11, 12, 13, 14, 22, 28, and 29 of the Manual.

### **I. GENERAL MEMBERSHIP MEETINGS**

1. Any motion must be in writing and submitted to the Secretary-Treasurer of Local 32BJ. The motion must be received by the office of the Secretary-Treasurer by hand-delivery, certified or registered mail, or facsimile to (212) 388-3660, at least fourteen (14) calendar days prior to the Joint Executive Board meeting at which the motion is first to be considered. If submitted by facsimile, the motion may only be submitted to the stated facsimile number and a hard copy must be submitted the following day.
 

***Motion Must  
be in Writing***
2. At the time it is submitted to the offices of the Secretary-Treasurer, any such motion must contain the name, address, and signature of the member submitting the motion and the name, address, and signature of the member seconding the motion.
 

***Name, Address,  
Signature***
3. No motion shall be considered or acted upon if it calls for action inconsistent with, or is otherwise inconsistent with SEIU 32BJ Constitution and Bylaws, the SEIU Constitution, or with any federal or state law or regulation, or legal obligation of the Local.
 

***Not  
Inconsistent  
with  
Constitution  
or Law***
4. No motion shall be considered or acted upon if it is not materially different from a motion which has been considered and rejected in the 12-month period preceding the submission of the motion. No motion shall be considered or acted upon unless it is comprehensible. The Joint Executive Board shall determine whether a proposed motion is not materially different from one which has been considered and rejected in the 12-month period preceding its submission.
 

***Materially  
Different  
from Previous  
Motion***

and shall determine whether a proposed motion is comprehensible.

***First  
Considered by  
Joint Executive  
Board***

5. A member's motion shall be submitted to the membership for consideration at a cycle of General Membership meetings only if it has been considered and rejected by the Joint Executive Board. If the Board adopts the member's motion, that action shall be reported at the next General Membership Meeting.

6. Any motion considered in a General Membership meeting shall be considered and voted upon in the New Business section of the meeting, unless the Presiding Officer, in the exercise of his/her discretion, shall decide that the motion shall be considered and voted upon in some other portion of the meeting.

***Subdivision of  
Motion***

7. If a motion contains more than one part or relates to more than one matter, the Joint Executive Board may, in its discretion, subdivide the motion for consideration by the General Membership.

***Debate on  
Matters Before  
General  
Membership***

8. In the debate upon any pending matter, including upon a member's motion, at the General Membership Meeting, a speaker who is a member from a District outside the District or Districts whose members are permitted to vote at the meeting shall not be permitted to speak until all intending speakers who are eligible to vote at the meeting have been recognized and permitted to speak. Notwithstanding this rule, one member who is a submitter or seconder of the motion shall be permitted to speak in favor of the motion at each meeting and, if no such member is a member eligible to vote at the meeting, the one such member from other Districts shall be permitted to speak in favor of the motion even before all intending speakers from within the voting Districts have been recognized and permitted to speak. The Presiding Officer, or the officer presenting the Joint Executive Board's Report or recommendation on any motions, shall have the right to speak on such motions.

9. In any General Membership meeting, no member shall be permitted to speak more than two minutes on the matter then pending. ***Two-minute Limit***
10. A member's motion may only be withdrawn prior to the commencement of debate at the first membership meeting in the General Membership Meeting cycle in which the motion is considered. ***Withdrawal of Motion***
11. No motion to overrule a ruling of the Presiding Officer on the handling of a member's motion or debate on a member's motion shall be in order or considered. ***Prohibited Motions***
12. No motion to lay on the table consideration of a member's motion shall be in order or considered. No motion to refer or commit a member's motion to a committee or other body for consideration shall be in order or considered. No motion to amend a member's motion shall be in order or considered. This shall not preclude the membership's consideration of a recommendation by the Joint Executive Board Rule, pursuant to Rule 16 and 19, below, to defer action on a motion. No motion to reconsider a member's motion shall be in order or considered.
13. In speaking at any General Membership Meeting, the speaker shall speak only at a microphone designated for speakers. Each speaker shall introduce himself/herself by stating his/her name and place of work. Each speaker's comments during the debate on a member's motion shall be germane to the subject of the motion. No speaker shall engage in threats, intimidation or discourtesy of any other member, whether present or not. ***Speaker's Conduct***
14. A member ordered to be seated three (3) times by the Presiding Officer without complying shall be removed from the hall and barred from participating in any further business of that meeting and any other remaining meeting of that General Membership Meeting cycle. ***Request to be Seated***
15. The length of each meeting in a cycle of General Membership Meetings shall be limited ***Length of Meeting***

to two (2) hours unless the Presiding Officer, in his discretion, determines to extend the time. The Presiding Officer shall set the time for each portion of each meeting, including the length of time for debate on any motion or motions, and the Presiding Officer shall have the right, at his/her discretion, to extend the time set for any such portion, including the time set for debate. A ruling of the Presiding Officer to extend time shall be applicable only at the meeting of the General Membership Meeting cycle in which it has been made.

***Votes on  
Motions***

16. All votes on a member's motion shall be taken by a division of the house. The vote shall be taken first on the Joint Executive Board's recommendation or report regarding the motion, and if that does not resolve the question, then on the motion or motions as such.

***Distribution of  
Literature***

17. Any literature distributed in connection with a member's motion shall be done outside the meeting room, or hall, as the case may be, in accordance with procedural rules established by the Presiding Officer.

***Seating at  
General  
Membership  
Meeting***

18. The seating at each meeting in a cycle of the General Membership Meeting shall be such that members from the District or Districts who are eligible to vote at that meeting shall be seated separately from any other members in attendance.

***Presentation of  
Motions***

19. The Joint Executive Board may determine the order of presentation of motions for consideration in a General Membership Meeting. If there is more than one motion for consideration by the general membership, the Joint Executive Board, may in the interests of efficiency, issue to the general membership a report containing the Joint Executive Board's recommendations on the motions, and the membership shall first vote on whether to accept or reject that report. If the report is rejected, the motions shall be presented as otherwise provided in these rules. If in its judgment, the Joint Executive Board determines that all of the members' motions submitted for



consideration cannot be heard within the next General Membership Meeting cycle without impairing the members' opportunity for fair consideration and debate, then the Joint Executive Board, in its sole discretion, may determine to delay consideration of one or more motions to the succeeding General Membership Meeting cycle. In doing so, the motion or motions delayed shall be those among the pending motions which were last received by the Secretary-Treasurer.

## **II. ADDITIONAL RULES RELATED TO PROPOSED BYLAW AMENDMENTS**

20. Any proposal for the amendment of the SEIU Local 32BJ Constitution and Bylaws must be in writing and submitted to the Secretary-Treasurer of Local 32BJ. Such proposed Bylaw amendments must be received by the office of the Secretary-Treasurer by hand-delivery, or certified or registered mail at least sixty (60) calendar days prior to the Joint Executive Board meeting at which such proposed Bylaw Amendments are to be considered.

***Proposal  
to Amend  
Constitution  
and Bylaws***

21. At the time it is submitted to the offices of the Secretary-Treasurer, any proposed Bylaw Amendment must contain the name, the last four (4) digits of the member's Social Security number, and signature of the member submitting the proposal and the name, and the last four (4) digits of the Social Security number and signature of the member seconding the proposal.

22. If the proponent of the proposed Bylaw Amendment seeks to have membership consideration of the proposal irrespective of whether the Joint Executive Board approves of the proposal, then there must accompany the proposal at the time of its submission to the Secretary-Treasurer, a petition signed by the number of members sufficient to satisfy Article XVI (b) of the SEIU Local 32BJ Constitution and Bylaws. The petitions must be submitted in person to the office of the Secretary-Treasurer at 101 Avenue of the Americas, in Manhattan, in order for the petitions to be catalogued and receipted. In addition, in order for the names of members appearing on such

***Signed  
Petitions***

petitions to count toward the minimum needed to satisfy Article XVI (b), such names must appear on a page which contains the following:

1. The text of the proposed bylaw amendment; and
2. The signature of the signing member, the date on which he/she has signed, which must be within six (6) months of the date of submission of the petition, and the last four (4) digits of the member's Social Security number; and
3. The name of a witness who observed each member's signature, together with the date the witness observed, and the last four (4) digits of the witness' Social Security number. The names of members which appear on pages which do not conform to these requirements shall not be counted toward the minimum needed to satisfy Article XVI (b).

***Consideration  
by Joint  
Executive  
Board***

23. The Joint Executive Board shall consider a proposed bylaw amendment at the first meeting of the Joint Executive Board which occurs sixty (60) days or more following receipt of the proposal. At that meeting, the Board shall decide: (i) whether to submit the proposal to the General Membership for a vote pursuant to, and in accordance with, Article XVI(a), if the proposal is submitted without a petition which satisfies Article XVI(b); and (ii) whether a vote, by the General Membership on the proposal, if one is to be taken, shall be conducted at a General Membership Meeting or by mail ballot referendum.

***Not  
Inconsistent  
with  
Constitution  
and Law***

24. No proposed bylaw amendment shall be considered or acted upon if it calls for action inconsistent with, or is otherwise inconsistent with, the SEIU Local 32BJ Constitution and Bylaws, the SEIU Constitution, or with any federal or state law or regulation, or any legal obligation of the Local.

***Materially  
Different from  
Previous  
Proposal***

25. No proposed bylaw amendment shall be considered or acted upon if it is not materially different from an amendment which has been considered and rejected in the 12-month period

preceding the submission of the proposal. No proposal shall be considered or acted upon unless it is comprehensible. The Joint Executive Board shall determine whether a proposed amendment is not materially different from one which has been considered and rejected in the 12-month period preceding its submission and shall determine whether the proposed amendment is comprehensible.

26. At any General Membership Meeting in which a vote is to be conducted on proposed bylaw amendments, debate upon such proposals shall be conducted in the same manner and pursuant to the same rules as those which apply to member motions.

***Debate on  
Proposed  
Amendment***

27. In the event that proposed bylaw amendments affect more than one article or section of the SEIU Local 32BJ Constitution and Bylaws, the proponent shall include a written statement with the proposed amendments, at the time that the proposal is submitted to the Secretary-Treasurer, as to whether such amendments are to be voted upon in a single vote which will govern all of the proposals, or whether the amendments are to be voted upon separately. The voting will be conducted in accordance with that declaration unless the Joint Executive Board determines that a vote conducted in such manner might create inconsistent obligations or might otherwise create a non-comprehensible result. In the event proposed bylaw amendments are submitted without such a declaration, the Joint Executive Board shall determine whether the vote conducted shall be a single vote upon all of the proposed amendments or, instead, a series of votes.

***Voting***

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Approved by the SEIU International Executive Board, June 13, 2009  
Approved by the SEIU International Executive Board as revised, January 21, 2016

## SEIU CODE OF ETHICS AND CONFLICT OF INTEREST POLICY

### **PART A: PREAMBLE**

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

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

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

In particular, SEIU is committed to providing meaningful paths for member involvement and participation in our Union. The SEIU Member Bill of Rights and Responsibilities in the Union is a significant source of SEIU members' rights and obligations. Its exclusive enforcement through the procedures set forth in Article XVII of the SEIU Constitution and Bylaws reflects a commitment to the democratic principles that have always governed SEIU. Article XVII's numerous protections against arbitrary or unlawful discipline of members also form an essential ingredient of the democratic life of the Union. Similarly, the requirement that Affiliates provide for regular meetings of the membership, set forth in Article XV, Section 5 of the Constitution, is another important element in the democratic functioning of SEIU. Finally, the provisions against discrimination and harassment on the basis of race, creed, color, religion, sex, gender expression, sexual orientation, national origin, citizenship status, marital status, ancestry, age and disability contained in Article III, Section 4 of the SEIU Constitution and in the Constitutions and Bylaws of Affiliates, the SEIU Anti-discrimination and Anti-Harassment Policy and Procedure, and similar policies of Affiliates forbid conduct in violation of SEIU's historic belief that our strength comes from our unity and diversity and that we must not be divided by forces of discrimination.

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

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

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

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

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

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

## **PART B: GENERAL OBLIGATIONS**

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

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



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

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

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

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

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

- (1) Knowingly have a substantial ownership or financial interest in any entity that engages in collective bargaining with SEIU or any of its Affiliates;
  - (2) Make or attempt to influence or participate in any way in a decision concerning the relations of SEIU or an Affiliate with a vendor, firm or other entity or individual in which the covered individual or his or her relative, spouse or business partner has a substantial ownership or financial interest; or
  - (3) Engage in any self-dealing transactions with SEIU or any of its Affiliates, such as buying property from or selling property to SEIU, without the informed approval of the International Secretary-Treasurer (or Affiliate Secretary-Treasurer, as applicable), obtained after full disclosure, including an independent appraisal of the fair market value of the property to be bought or sold.
- (d) To ensure compliance with this Section, covered individuals are required to disclose any interests, transactions or interests covered by this Section in accordance with Section 3(b) of this Code.

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

- (a) Covered individuals shall not knowingly accept any payments, benefits or gifts of more than minimal financial value under the circumstances presented from any employer that engages or seeks to engage in collective bargaining with SEIU or an Affiliate, or from any business or professional firm that does business or seeks to do business with SEIU or an Affiliate.
  - (1) This Section does not extend to payments and benefits that are provided to covered individuals by prohibited employers as compensation for their primary and regular employment.
  - (2) This Section does not extend to work and services that covered individuals perform for prohibited employers or businesses on a part-time basis, through an arm's length transaction and for normal and customary pay for such work or services.
  - (3) This Section does not extend to participation in events hosted by public officials involving discussion of public policy matters.
  - (4) With respect to perishable items that are more than minimal but that are impracticable to return, such as food, it shall be considered compliance with this Section to discard such an item or place it in a common area for members and office staff to enjoy. If the gift is discarded or enjoyed communally, it is recommended that the giver should be advised of this

disposition to dispel the appearance of any conflict of interest on the part of any covered individual and to discourage recurrence.

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

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

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

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

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

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

- (a) *Benefit Funds.*

- (1) For purposes of this Section:

- a. A "benefit fund or plan" means a retirement, health or welfare benefit fund or plan sponsored by SEIU or an Affiliate, or in which SEIU or an Affiliate participates.
- b. The definition of "substantial ownership or financial interest" provided in Section 5 applies.

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

- a. Have any substantial financial interest in, or any compromising personal ties to, any investment manager, insurance carrier, broker, consultant or other firm or individual doing business or seeking to do business with the fund or plan;

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

(b) Related Organizations.

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

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

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

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

**SECTION 12. *Definitions.*** For purposes of this PART:

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

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

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

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

## **PART F: ENFORCEMENT**

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

**SECTION 15. *Ethics Ombudsperson.*** The office of SEIU Ethics Ombudsperson is established to oversee implementation and enforcement of the Code and ongoing efforts to strengthen the ethical culture throughout the Union. The Ethics Ombudsperson is responsible for providing assistance to the International Union and Affiliates on questions and concerns relating to the Code and ethical culture; directing the training of SEIU and Affiliate officers and staff concerning the Code and ethical culture; responding to ethics concerns and complaints consistent with Sections 17-23; receiving and resolving disclosures of conflicts of interest; assisting the Ethics Officer; and providing other support as necessary to the overall SEIU ethics program. The Ethics Ombudsperson, in consultation with the Ethics Officer, shall issue a report to the SEIU International Executive Board annually, summarizing compliance, training, enforcement, culture building and related activities, and making recommendations for modifications to the ethics program that he or she believes would enhance the program's effectiveness. The

Ethics Ombudsperson may also conduct periodic reviews for the purposes of monitoring compliance with this Code and determining whether partnerships, joint ventures, and arrangements with management organizations conform to this Code, are properly recorded, reflect reasonable investment or payment for goods and services, further SEIU's tax-exempt purposes, and do not result in inurement, impermissible private benefit, or excess benefit transactions. The Ethics Ombudsperson shall be employed in the SEIU Legal Department.

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

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

**SECTION 17. *Complaints.***

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

**SECTION 18. *Complaints Handled by the International Union.*** Complaints alleging violation of the Code that are submitted to the International Union or the Ethics Officer

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

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

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

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

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

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



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

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

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

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

## **PART G: PROTECTION OF WHISTLEBLOWERS**

**SECTION 24. *Confidentiality.*** SEIU will make all reasonable efforts to keep confidential the identity of any person(s) raising an ethics concern, inquiry, report or complaint under the Code unless disclosure is authorized by the complainant or is required for SEIU to carry out its fiduciary or legal duties. SEIU will also treat

communications concerning ethics complaints or concerns with as much confidentiality and discretion as possible, provided that it remains able to conduct a complete and fair investigation, carry out its fiduciary and legal duties, and review its operations as necessary.

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

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

## **LOCAL 32BJ'S ADDENDUM TO SEIU CODE OF ETHICS AND CONFLICT OF INTEREST POLICY**

This addendum is a supplement to SEIU's Code of Ethics and Conflict of Interest Policy to which all Local 32BJ officers and staff are bound.

### **1. Prohibited Financial Interests and Transactions.**

- a) It is NOT permissible for any covered individual to have a substantial ownership or financial interest in any firm which does business or seeks to do business with the Local or any of its affiliates.
- b) It is NOT permissible for any covered individual to accept any gift, personal payment, or other *thing of value* from any elected official or candidate for office who seeks or has obtained Local 32BJ's endorsement. "Thing of value" includes acts of the elected official or candidate that are of value to covered individuals in their personal capacity or value to an organization or entity with which they have a special relationship, such as board membership; if the latter, receipt of a thing of value may not be forbidden, but it must be reviewed by the Ethics Liaison. And more generally, it is also NOT permissible to accept a *thing of value* from anyone who works for another entity who offers the staff member that *thing of value* for the purpose of influencing the staff member's work at 32BJ – as, for example, a lobbyist who, hoping to have 32BJ take a position in the future on a political issue of importance to one of their clients, offers a 32BJ staffer who may have input into that decision, a free trip.
- c) This Code and Policy is not intended to preclude officers or employees of the Local from owning shares in cooperatives or condominiums in buildings that are or may become subject to collective bargaining agreements with the Local, or from renting apartments in any such buildings, provided that all transactions affecting such interests are consistent with the rates and terms established by the open market.

### **2. Payments and Gifts from Employers, Vendors and Members.** Officers or employees of the Union are prohibited from accepting **any** payments, benefits or gifts, including those of minimal financial value from employers, vendors, and members. The following are exceptions:

- a. This prohibition does not extend to holiday gifts or tips customarily given by building owners or tenants to members during the December holiday season.
- b. This prohibition does not extend to payments and benefits that are provided to covered individuals as compensation for regular full time or part time work.
- c. This prohibition does not extend to contributions to campaigns for union office made in accordance with the SEIU Constitution and Bylaws.

### **3. Payments and Gifts from Current or Future Employees of Employers.** No officer or employee of the Local shall accept any gift or personal payment from any person (other than a person with whom the officer or employee has a personal, independent relationship) employed by, or seeking to become employed by, any employer within the jurisdiction of the Local.

### **4. Reporting Violations.** The Local encourages all employees to bring to the attention of the Local's Ethics Liaison or General Counsel any allegation that this Code and Policy has been violated; such allegations shall be referred for appropriate further action or investigation. If, after

the conclusion of an investigation, a violation is found to have occurred, then appropriate disciplinary and/or corrective action shall be taken. Further, the Local expressly prohibits retaliation against employees for making good faith complaints, reports or inquiries pursuant to this Code and Policy. Any act of alleged retaliation should be reported immediately and will be promptly investigated.