

**CONSTITUTION**  
**and**  
**BY-LAWS**  
**of**  
**SEIU**  
**LOCAL UNION 513**

**2008**

## **ARTICLE I Introduction**

This organization shall be known as SEIU Local 513 of the Service Employees International Union.

## **ARTICLE II JURISDICTION**

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

**Section 2.** The object of this Local Union shall be to develop a closer Union and more complete organization of all wage earners under its jurisdiction, and assist its members in obtaining adequate compensation for their labor and the general improvement of this Local Union to organize its jurisdiction completely and fully. This Local Union shall carry out all of the objects and purposes of the International Union.

## **ARTICLE III GENERAL**

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

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

**Section 3.** Newly elected members, before being admitted to membership shall subscribe to the Membership Obligation set forth in the International Constitution and By-Laws.

**Section 4.** Every member, by virtue of his 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 his/her 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 fellow members.

**Section 5.** Every member, by virtue of his/her membership in this Local Union, authorizes this Local Union to act as his/her exclusive bargaining representative with full and exclusive power to execute agreements with his/her employer governing terms and conditions of employment. This Local Union may also act for the member and have final authority in presenting, processing, and adjusting any grievance, difficulty, or dispute arising under any collective bargaining agreement or out of his/her 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 and business representatives may advise the grievant not to process any such grievance, complaint, or difficulty or dispute if, in their judgment, such grievance, complaint, or dispute lacks merit.

**Section 6.** No member shall interfere with elected officers or business representatives of this organization in the performance of their duties. Each member shall, when requested, render such assistance and support of such duties as may be required of him/her, provided this does not interfere with his/her individual rights as a member. 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.

**Section 7.** No member shall engage in dual unionism, or espouse dual unionism or disaffiliation in the course of any meeting, or shall slander or libel this Local Union, its members or its officers, and shall not be a party to any activity to secure the disestablishment of this Local Union.

**Section 8.** No member shall be permitted, at any assembly or meeting of other members, to engage in any conduct herein before described.

## **ARTICLE IV OFFICERS, NOMINATIONS, AND ELECTIONS**

**Section 1.** The officers of this Local Union shall consist of a President, Financial Secretary-Treasurer, Recording Secretary, Sergeant-At-Arms, three (3) Vice Presidents, and eight (8) Executive Board Members. All officers and members of this Executive Board shall be elected at large by popular vote.

Candidates for President, Financial Secretary Treasurer, Recording Secretary and Sergeant-At-Arms may be nominated by any member of this local.

The three (3) Vice Presidents shall be nominated geographically, one (1) from the West Area and two (2) from the Central Area. The west Area shall be any unit west of U.S. Highway 81. The Central Area shall be Metropolitan Wichita.

The West Area Vice President shall be nominated by members employed in the West Area.

The two (2) Central Area Vice Presidents shall be nominated by members employed in Metropolitan Wichita. Only one Vice President may be elected from the same employer. If the two Vice Presidential Candidates who receive the greatest number of votes are employed by the same employer, the Vice Presidential candidate with the next greatest number of votes who works for a different employer will be elected as the second Central Area Vice President.

The determination of the First Vice-President, Second Vice-President, and Third Vice-President will be according to their popular vote.

The remaining Executive Board positions shall be nominated by the membership in the following manner: members employed by USD 259 shall nominate unit members to fill four (4) positions; members employed by the City of Wichita shall nominate unit members to fill two (2) positions; members employed in the West Area shall nominate unit members to fill one (1) position; and members employed by the City of Hutchinson shall nominate unit members to fill one (1) position.

The President, Financial Secretary-Treasurer, Sergeant-At-Arms, three (3) Vice Presidents and eight (8) Executive Board Members shall constitute the Executive Board of Local No. 513.

**Section 2.** Officers and candidates for the Executive Board shall be nominated at the regular monthly unit meetings in October, and shall be elected by secret mail ballot. Elections will be completed by the end of December. The term of office of the newly elected officers and Executive Board members shall begin with their installation at the regular monthly meeting of the Executive Board in January. All officers and Executive Board Members will be administered the Installation Obligation (oath of office) set forth in the International Constitution and By-Laws. The term of office for the officers and Executive Board Members of this Local Union shall be three (3) years. Officers and Executive Board Members shall hold office until their successors are duly elected and installed.

**Section 3.** No member shall be eligible for nominations, or elected as an officer in this Local Union, unless he or she has been a member in good standing continuously, for two (2) years immediately preceding the nomination and has during all of the time paid the full dues required for working and active members or lay-off status of the Local Union within each month when due. The International President may waive the foregoing requirements at his/her discretion. However, when a member is laid-off from employment or is absent from work due to employer lockout or union-authorized strike for more than twenty (20) days in any calendar month, such member will be credited for membership dues for the period of unemployment but not to exceed six (6) months in any calendar year.

**Section 4.** No person who has been convicted of a felony as defined in Section 504 the Landrum-Griffin Act (or an indictable offense in Canada) shall, in accordance with the provisions of applicable law, be eligible to hold office in this Local Union.

**Section 5.** No candidate (including a prospective candidate) for any office in this Local Union or affiliated body, or supporter of a candidate, may solicit or accept financial support, or any other direct or indirect support of any kind, from any non-member of the International Union.

**Section 6.** All nominations for officers of this Local Union shall be made in open meeting, and elections shall be by secret mail ballot.

**Section 7.** The election shall be decided for the candidate receiving the most votes as set forth in Section One (1) of Article IV.

**Section 8.** All elections for the above positions shall be held in accordance with the provisions of the Constitution of the Service Employees International Union and applicable law. An Election Committee shall have the power to establish supplemental rules and regulations for the conduct of the election provided they are not in conflict with the International Constitution or applicable law.

Upon receipt of the certified count of the-mail ballots from the Election Committee, the President or his/her designee will notify the Local Units of the results of the election at the Unit's next regular meeting.

**Section 9.** Proxy voting shall not be permitted in any election for any officer, member of the Executive Board, Unit Officers, delegate, or any other office in the Local Union. Write-in candidates shall not be permitted in any election for an officer, member of the Executive Board, delegate, or any other office in the Local Union, except if expressly approved by the International President upon request of the Local Union Executive Board.

**Section 10.** In the event of a vacancy in the office of President by death, resignation, or otherwise: it shall be the duty of the Financial Secretary-Treasurer, in addition to his or her duties, to assume the duties of President. The Financial Secretary-Treasurer shall serve in this capacity for a period of not longer than sixty (60) days, during which time the officers shall be convened for the purpose of filling the vacancy for the un-expired term by majority vote. In the event of a vacancy in the office of Financial Secretary-Treasurer by reason of death, resignation, or otherwise: it shall be the duty of the President, in addition to his or her duties, to assume the duties of Financial Secretary-Treasurer. The President shall serve in this capacity for a period of not longer than sixty (60) days, during which time the officers shall be convened for the purpose of filling the vacancy for the unexpired term by majority vote. In the event of a vacancy in the offices of Recording Secretary, Sergeant-At-Arms, three (3) Vice Presidents or eight (8) Executive Board Members, by reason of death, resignation, or otherwise; the officers shall, within ninety (90) days after such vacancy has occurred, fill the vacancy for the un-expired term by majority vote. In event of a concurrent vacancy in the office of President and Financial Secretary-Treasurer by reason of death, resignation, or otherwise: the officers shall be convened within ten (10) days upon call by the first Vice President for the purpose of filling the un-expired term by majority vote.

**Section 11.** All officers and employees handling any money of this Local Union shall be bonded as required by applicable statutes. All required bonds must be procured immediately upon assuming office or employment. The premiums for all bonds shall be paid for by this Local Union. The International Secretary-Treasurer may direct the increase or decrease in the amount of the bond when he/she deems it necessary.

**Section 12.** If any officer or Executive Board Member of this Local Union misses three (3) consecutive membership or Executive Board meetings without a reasonable excuse for his/her absence, or fails to maintain his/her membership in good standing, the President may declare his/her office vacant. The vacant office shall be filled in accordance with Article IV, Section 10.

## **ARTICLE V** **DUTIES OF OFFICERS**

### **PRESIDENT:**

**Section 1.** It shall be the duty of the President to preside at all Executive Board meetings and conduct same in accordance with parliamentary rules and in conformity with this Constitution and the International Constitution and By-Laws. It is also his/her duty to execute the laws and orders thereof, to vote on all questions where it is necessary to a choice, and to appoint all committees unless otherwise provided for. He/She shall serve as an ex-officio member of such committees. He/ She shall, when authorized by the Local Union, have the full power and authority to sign all contracts and agreements or any other documents for or in behalf of the Local Union. He/She shall also be eligible to serve as a delegate to general and special conventions of the International Union, and other conventions to which the Local Union is entitled to delegates. In the event of the Local Union is entitled to one delegate, the President will serve as a delegate.

### **VICE PRESIDENT:**

**Section 2.** The First Vice President shall perform the duties of the President in the absence of that officer. The First Vice President shall preside at meetings when called upon by the President, and at times when the President may be temporarily unable to discharge his/her duties.

### **RECORDING SECRETARY:**

**Section 3.** It shall be the duty of the Recording Secretary to keep a correct and impartial account of the proceedings of each meeting of the Executive Board. He/She shall furnish the Unit Chair Person of each unit and the Chair Person of each committee a copy of such resolutions as may be adopted by the Executive Board applicable to its respective duties. He/She shall notify the International Secretary-Treasurer of the names and addresses, with proper zip codes, of all officers elected to office within fifteen (15) days after the election. The Recording Secretary shall, on behalf of the Executive Board, receive all official communications and correspondence, except that addressed to the Financial Secretary-Treasurer. He/she shall be eligible to serve as a delegate to general and special conventions of the International Union, and other conventions to which the Local Union is entitled to delegates.

### **FINANCIAL SECRETARY-TREASURER**

**Section 4.** The Financial Secretary-Treasurer shall be responsible for all financial records and transactions. He/she shall collect all dues and other revenues of this Local Union and issue official receipts for same, and notify all suspended members two (2) months in arrears of the amount of their indebtedness.

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

It shall be the duty of the Financial Secretary-Treasurer to receive all monies paid to the Local Union, giving a receipt for same; and to announce receipts and disbursements at each Executive Board meeting.

The Financial Secretary-Treasurer shall deposit all monies in a bank recommended by the officers; keep a correct record of all dues, payments, and all other money received and expended; submit financial statements quarterly at each Local Unit meeting; and pay all bills ordered by the Local Union when signed by the President. He/She shall not hold more than one hundred dollars (\$100) in his/her possession to meet the immediate demands of the Local Union. He/She shall submit his/her books and receipts to the Trustees for their audit and approval when called upon to do so. At the expiration of his/her official term of office, he/she shall turn over to his/her successor all monies and property of the Local Union that may be in his/her possession. All funds shall be deposited in a bank, in the name of the Local Union, subject to an order signed by the President and the Financial Secretary-Treasurer.

The Financial Secretary-Treasurer shall keep all membership records and application cards, a record of all members admitted by initiation or otherwise, as well as rejections and suspended or expelled members. He/She shall send to the International Secretary-Treasurer an accurate record of all dues, payments, and other revenue; and he/she shall forward to the International Union the correct names and addresses, with proper zip codes and e-mail address and phone number, if available, and Social Security numbers, of all members of the Local Union. All address information will be provided to the State Council(s) which this local is affiliated. Every month he/she shall submit all changes of all members initiated or re-admitted and of all other persons from whom revenue is derived as well as those suspended for non-payment of dues or for any other cause. He/She shall also submit monthly a correct list of those who take transfer or withdrawal cards.

He/She shall also be eligible to serve as the second delegate to general and special conventions of the International Union and other conventions to which the Local Union is entitled to delegates. In the event the Local Union is entitled to one delegate, the Financial Secretary-Treasurer shall serve as the alternate. In the event the Local Union is entitled to two delegates, the Financial Secretary-Treasurer shall serve as the second delegate.

#### **TRUSTEES:**

**Section 5.** It shall be the duty of the Trustees to examine and audit the books of the Local Union; and, at least annually, to take an inventory of and verify the securities, investments, bank accounts, and cash funds then on hand. They shall see that the funds of this Local Union are deposited in one or more reliable financial institutions. It shall be their duty to recommend such measures as will simplify the duties of the Financial Secretary-Treasurer and safeguard the funds of the Local Union. They shall perform such other duties as may be assigned to them from time to time by the President or the Executive Board, where one or the Trustees is unable to act because of illness, absence, or otherwise, the remaining two trustees may carry out the duties imposed by this Article.

The Trustees shall be appointed by the President, by and with the advance consent of a majority of the Executive Board. They shall audit the books annually, and report findings on the same to the Local Union Executive Board. Term of office for trustees shall be one year.

#### **SERGEANT-AT-ARMS:**

**Section 6.** The Sergeant-At-Arms shall attend the door of meetings of the Executive Board, assist the President when called upon in preserving order, and perform such other duties as may pertain to his office, or which the Local Union or the President may direct. He/she shall be eligible to serve as a delegate to general and special conventions of the International Union, and other conventions to which the Local Union is entitled to delegates.

#### **LOCAL EXECUTIVE BOARD:**

**Section 7.** The Executive Board shall exercise functions of the Local Union. The Executive Board shall enforce the laws of the International Union, the Local Union laws, the instructions of the Local Union, and its own decisions. It shall report upon all matters, which, in its judgment, require consideration by the Local Units. The Executive Board shall be further empowered to appropriate funds to defray necessary expenses that are incurred. All such appropriations by the Executive Board shall be subject to question by the membership at their next regular meeting. Any such questions not resolved at the regular unit meeting shall be brought before the next regular Executive Board meeting for appropriate action. The Executive Board may recommend that the Local Union hire business representatives, office personnel, or other employees when they are needed. The Executive Board shall have power, subject to the provisions of this Constitution and By-Laws, to appoint sub-committees from its own membership, and pass upon and approve applications for membership and reinstatement.

The Executive Board shall have power to receive and hear complaints filed against any member or members, and act as trial body pursuant to procedures hereinafter contained, in the trial of accused members, and to submit to the membership its findings and recommendations after said trial. When a member of the Executive Board is an interested party or witness to any proceeding, he/she shall be automatically disqualified from sitting as a member of the Board. The Executive Board shall fix any compensation of any officers and employees. The Executive Board shall meet at least once a month; at a time, date and place as it may be decided. Special meetings of the Executive Board may be called by the President, two (2) Vice Presidents, or a majority of the Executive Board. A majority of the Executive Board shall constitute a quorum. The decisions of the Executive Board shall be decided by a majority of those members present.

Executive Board members are eligible to serve as automatic delegates and alternates to general and special conventions of the International Union, and other conventions to which the Local Union is entitled to delegates, in the following order: President, Financial Secretary-Treasurer, Recording Secretary, Sergeant-at-Arms, Vice Presidents (in order of the length of membership in good standing in Local 513), and Executive Board Members (in order of length of membership in good standing in Local 513).

## ARTICLE VI INITIATION FEES, DUES AND ASSESSMENTS

**Section 1.** The Revenues of this Local Union shall be derived from initiation fees, monthly dues, fines and assessments, and such other sources as may be approved by the Executive Board.

**Section 2.** The initiation fee shall be a minimum of \$2.00, the entire fee to accompany the application for membership. The initiation fee may be waived by the Local Executive Board during organizing campaigns and annual membership drives, or at any other time deemed appropriate.

**Section 3.** The dues of this Local Union shall be 1.5% of the member's regular, straight-time pay per pay period. However, when a member is laid-off from employment or is absent from work due to employer lockout or union-authorized strike for more than twenty (20) days in any calendar month, such member will be credited for membership dues for the period of unemployment, but not to exceed six (6) months in any calendar year.

The Local Executive Board may reduce dues to \$3.00 per month for retired members, temporarily unemployed members, and members on extended leave of absence for medical or other valid reasons. Each member must pay the dues to this Local Union before the last day of the month in which the same are due.

**Section 4.** Any member failing to pay dues, initiation fees, assessments, fines, and other fees to the Local Union on or before the last day of the month in which the same are due, shall stand automatically suspended from membership in the Local Union. Any member suspended would surrender all rights and privileges, death gratuities or other benefits from date of suspension. Any suspended member may be re-admitted to membership within (30) days after automatic suspension upon payment of back and current dues, but in no event, shall such re-admission restore all privileges, death gratuities or other benefits.

Any member who has been in suspension for a period greater than (30) days can be re-admitted upon the payment of a re-admission fee, as deemed appropriate by the Executive Board.

**Section 5.** Initiation fees, assessments, fines and other fees must be approved by the Local Executive Board and membership before they can be levied.

**Section 6.** All members of the Local Union are responsible to see that their dues are paid on or before the last day of the month in which the same are due.

**Section 7.** The failure of a steward, or any officer of the Local Union, to appear or to collect the dues shall not, in any manner, excuse the member from his/her obligation to pay his/her dues on or before their due date at the office of the Local Union.

**Section 8.** A suspended member who pays up their back dues and assessments shall, from the date of such payment, be considered the same as a new member.

**Section 9.** A member may request and be issued a withdrawal card, provided all dues and assessments have been paid up to the date of his/her application for such withdrawal card.

**Section 10.** A member taking out a withdrawal card from this Local Union shall not be entitled to benefits of any kind. A withdrawal card shall become null and void two (2) years after its issuance.

**Section 11.** Any increase in the rate of dues or initiation fees or the levying of any general or special assessment, which have not been mandated by a Convention of the International Union, shall when required by applicable law be made only in accordance

with the following procedure:

- (a) Reasonable notice shall be given by the Financial Secretary-Treasurer to the membership at least fifteen (15) days prior to the meeting at which the membership will consider the question of whether or not such dues, initiation or reinstatement fees, general or special assessment shall be changed or levied. The notice shall indicate that an increase or assessment is to be voted on. Such meeting may be regular or special.
- (b) At the regular meeting or special meeting called as provided in this Section, voting shall be by secret ballot of the members in good standing.
- (c) Majority vote by secret ballot of the members in good standing, voting at such meeting shall decide the issue.

**Section 12.** This Local Union shall pay Per Capita Tax to the International Union for any person from whom the Local Union receives revenue, whether called dues or whether called dues or otherwise; except retired members who are 75 years of age or older and who have been a dues paying member of this Local Union either as retired members for at least 10 years immediately prior thereto, on whom no Per Capita Tax shall be required, and provided further that they become LIFE MEMBERS and have no continuing dues obligations, but they shall none-the-less be eligible to enjoy all the benefits and privileges of retired members in the International Union, including continued participation in the International Union Death Gratuity Program if otherwise eligible. The Life membership category was deleted from the International Constitution at the 2000 convention. However, any members that were life members prior to May 2000 will continue as life members.

**Section 13.** All records of this Local Union pertaining to income, disbursements and financial transactions of any kind whatsoever must be kept for a period of six (6) years, or longer, if required by applicable law.

**Section 14.** Neither this Local Union nor any subdivision thereof, nor members or groups of members, including councils, conferences, leagues, clubs or any association composed of members of this Local Union, or subdivision thereof, shall in any manner, directly or indirectly use, exploit, or trade upon the name of the International Union, or affiliated body, or this Local Union, or any similar name or designation, nor in the name of the International Union, conduct any affair or any other activity, for the purpose of raising funds, including programs or soliciting advertising in any publication, either directly or indirectly, without first obtaining written permission from the International President of the International Union.

All of the aforesaid matters covered by this section, including without limitation, funds, solicitations, gifts, and donations collected in the name of the International Union, shall at all times be subject to audit by the International Union, and all books, records, and documents pertaining to matters covered by this section shall be available for inspection, copying and audit by the International Union.

## **ARTICLE VII** **COLLECTIVE BARGAINING**

**Section 1.** The authority to bargain collectively for the Local Union shall be vested in the Local Unit Negotiating Committees, which shall consist of one officer and not less than one elected member, subject to the mandate of the membership.

**Section 2.** The results of any collective bargaining negotiations shall be subject to ratification by the membership of the Local Unit.

**Section 3.** A true copy of all collective bargaining agreements and contracts entered into by this Local Union shall, immediately upon execution, be filed with the International Research Department.

## **ARTICLE VIII** **CHARGES AND APPEALS**

### **PREAMBLE:**

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

**Section 1.** Whenever charges are preferred against any member or officer of this Local Union, the charges shall be filed in writing, in duplicate, with the Executive Board Recording Secretary. A written copy of such charges, specifying the nature of the offense which he/she is accused of, shall be served on the member or officer either personally, or by registered mail to the last

known address at least ten (10) days before the charges are heard. The charges must specify the events or acts which the charging party believes constitutes a basis for charges and must state which subsection(s) of Section 1 of Article XVII of the International Constitution the charging party believes has been violated. If the charges are not specific, the trial body may dismiss the charges either before or at the hearing, but the charging party shall have the right to re-file more detailed charges which comply with this Section. No charges may be filed more than six months after the charging party learned, or could have reasonably learned, of the act or acts which are the bases of the charges.

**Section 2.** The Executive Board of the Local Union can act as the trial body or can appoint the trial body, except that where the member charged or preferring such charges is a member of such Board, The Executive Board shall appoint a disinterested member as a substitute.

**Section 3.** The decision of the Executive Board shall be deemed final unless the individual or individuals against whom said decision shall have been rendered files with the Recording Secretary, a written request to appeal the decision of the Executive Board to the general membership of the Local Union. This appeal must be filed in writing within fifteen (15) days, in accordance with the provisions of Article XVII, Section 2 (d) of the International Constitution and By-Laws. Any further appeals of the Membership's decision shall be in accordance with Article XVII of the International Constitution and By-Laws.

Anyone appealing a decision of the Executive Board shall be permitted to present his/her case to the general membership of the Local Union, and shall thereafter be temporarily excused from the meeting during the discussion and voting following his presentation.

A two-thirds (2/3) vote of the general membership present shall be required in order to overrule the decision of the Executive Board. The members of the Executive Board shall have a voice, but no vote, in connection with appeals.

**Section 4.** Any member under charges may have another member of this Local Union act as counsel, to represent him/her in the presentation of his defense.

**Section 5.** Charges, and the basis for charges, shall be governed by the provision of the Constitution and By-Laws of the International Union.

**Section 6.** In the event disciplinary action is taken against the accused, appeals may be taken in accordance with the provisions of the Constitution and By-Laws of the International Union.

**Section 7.** 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, to exhaust all remedies provided for in the Constitution and By-Laws of the International Union and in this Constitution and By-Laws. The member further agrees not to file or prosecute any action in any court, tribunal, or other agency until those remedies have been exhausted.

**Section 8.** The SEIU Member Bill of Rights and Responsibilities in the Union shall be enforced exclusively through the procedures provided in this Article and any decision rendered pursuant to the procedures provided for herein, including any appeals, shall be final and binding on all parties and not subject to judicial review.

## **ARTICLE IX** **STRIKES AND LOCKOUTS**

In case of a dispute between this Local Union and an employer or employers, the Local Union or affiliated body shall notify the International President of the International immediately. This Local Union or affiliated body shall not call a strike without previous notification to the International President, or, where prior notice is not practicable, without notification as soon as possible after commencement of the strike, in which notice the Local Union or affiliated body has stated that it has complied with all applicable notice requirements. If the Local Union or the affiliated body fails to give such notice, the International President may withhold sanction for the strike called by the Local Union or affiliated body.

## **ARTICLE X** **MEETINGS**

**Section 1.** Local Units shall hold general unit meetings at least once a month at a time, date, and place as the Local Unit may



direct. The minutes of the previous meeting shall be filed with the Recording Secretary of Local 513. Minutes should be filed prior to the next regular scheduled meeting.

**Section 2.** Special meetings of Local Units may be called by the chair person, or by a majority vote of the Local Unit officers, upon reasonable notice to the membership; which notice shall specify the business to be brought before such meeting, and only the business so specified shall be considered at the meeting.

#### **ARTICLE XI** **AFFILIATES**

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

#### **ARTICLE XII** **COMMITTEES**

**Section 1.** The Executive Board of this Local Union shall appoint a Civil and Human Rights Committee, to assist it in carrying out the Civil and Human Rights programs, and policies of the International Union.

**Section 2.** The Executive Board of this Local Union shall appoint a Committee on Political Education to assist it in carrying out a program for sound political education and political action and encouraging its' members and their families to register and vote.

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

**Section 3.** The Executive Board of this Local shall appoint a Senior Members Committee to assist it in developing a program for senior members and retired members.

**Section 4.** The Executive Board of this Local Union shall appoint an organizing Committee to assist it in developing organizing programs for this Local.

**Section 5.** The International Secretary-Treasurer shall be notified promptly by each Local Union of the composition of the Civil and Human Rights Committee, the Committee on Political Education, the Senior Members Committee, and the Organizing Committee.

#### **ARTICLE XIII** **MEETING QUORUM**

**Section 1.** A quorum for Unit Meetings shall consist of five (5) members assembled at a regular or special meeting, called in accordance with this Constitution, and they shall be qualified to transact such business as may properly be considered at such meeting.

**Section 2.** A quorum for Executive Board shall be 50% plus 1.

#### **ARTICLE XIV** **DISSOLUTION**

This Local Union cannot dissolve, secede, or disaffiliate while there are seven (7) dissenting members. In the event of secession, dissolution or disaffiliation, all properties, funds and assets, both real and personal, of this Local Union shall become the property of the International Union. Under no circumstances shall Local Union distribute its funds, assets, or properties individually among it's membership. The International Union shall be notified by registered or certified mail of any meeting, scheduled by a Local Union or affiliated body for the purpose of taking a vote on disaffiliation from the International Union at least sixty (60) days prior to the date of such scheduled meeting, and a representative of the International Union shall be afforded an opportunity to speak at such meeting. The International President shall direct whether the membership vote shall be conducted by secret ballot at a membership meeting and /or by mail referendum, and, if appropriate, a separate method by which dissenting Local Unions or members may assert their dissent. The vote shall be counted by an independent neutral party. In the event of secession, dissolution or disaffiliation, all properties, funds, and assets both real and personal, of such Local Union or affiliated body shall

become the property of the International Union. Under no circumstances shall any Local Union or affiliated body distribute its funds, assets or properties individually among its membership.

**ARTICLE XV**  
**PROPERTY RIGHTS**

The title to all property, funds, and other assets of this Local Union shall, at all times, be vested with the Local Executive Board to serve the membership of this Local Union. No member shall have any severable proprietary right, title, or interest therein.

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

**ARTICLE XVI**  
**AMENDMENTS**

**Section 1.** The Constitution and By-Laws of this Local Union may be amended by a two-thirds (2/3) vote at any regular Executive Board meeting of this Local Union, subject to ratification by a majority vote of all Local Unit Members. Any amendment to be voted on must be presented in writing and read at least once at regular Executive meeting before any action is taken. No amendment shall be valid or become effective until approved by the International Union.

**Section 2.** The Constitution and By-Laws of this Local Union shall at all times be subordinate to the International Constitution and By-Laws and amended thereto. If any conflict should arise between the Constitution and By-Laws of this Local Union, or any amendments thereto, the provisions of the International Constitution and By-Laws shall control.

**Section 3.** Constitution and By-Laws shall be reviewed every five (5) years.

**ARTICLE XVII**  
**PROCEDURE AND DEBATE**

The meeting of this Local Union shall be governed by the Manual of Common Procedure and the rules of debate and order of business set forth in the Constitution and By-laws of the International Union. Every member shall follow, and be subject to, such rules governing debate at all meetings of the Local Union.

**ARTICLE XVIII**  
**UNIT OFFICERS**

**Section 1.** It shall be the duty of a Unit Chair Person to preside at all meetings of their unit, and to conduct same in accordance with parliamentary rules, and in conformity with these By-Laws and the Service Employees International Union Constitution and By-Laws.

**Section 2.** Unit officers shall be elected by their unit. The term of office for Unit officers shall be two (2) years. Unit officers will be nominated in November, elected in December, and take office in January. No member shall be eligible for nominations, or elected as a Unit Officer unless he or she has been a member continuously for two (2) years immediately preceding the nomination and has during all of that time paid the full dues required for working and active members on lay-off status of the Local Union within each month when due. The President of this Local Union may waive the foregoing requirements at his/her discretion for good cause, by and with the advance consent of the Executive Board.

**Section 3.** Unit officers shall consist of a unit Chair Person, Vice Chair Person, Recording Secretary, and Sergeant-At-Arms.

**Section 4.** In the event of vacancies because of resignation, death, or otherwise; the vacant unit officer position will be filled by election at their next regular unit meeting following such vacancy.

**Section 5.** The Chair Person and Vice Chair Person of the unit shall act as chief steward and co-steward for their respective unit.

**Section 6.** An appropriate number of stewards will be elected in each unit for a term of two (2) years consistent with the term of unit officers. In the event of vacancies, the Unit Chair Person will appoint them.

**ARTICLE XX**  
**GENDER STATEMENT**

Any reference in this Constitution and By-Laws to the masculine gender, such as he, him, or his, shall also include the feminine gender such as she, her, or hers.

### **SEIU MEMBER BILL OF RIGHTS AND RESPONSIBILITIES ON THE JOB**

The right to have work that is worthwhile to society, personally satisfying to the worker, and which provides a decent standard of living, a healthy and safe workplace, and the maximum possible employment security. The right to have a meaningful and protected voice in the design and execution of one's work and in the long-term planning by one's employer as well as the training necessary to take part in such planning.

The right to fair and equitable treatment on the job

The right to share fairly in the gains of the employer.

The right to participate fully in the work of the union on the scope, content and structure of one's job.

The responsibility to participate in the union's efforts to establish and uphold collective principles and values for effective workplace participation.

The responsibility to recognize and respect the interests of all union members when making decisions about union goals.

The responsibility to be informed about the industry in which one works and about the forces that will affect the condition of workers in the industry.

The responsibility to participate fully in the union's efforts to expand the voice of workers on the job.

The responsibility to give fully and fairly of one's talents and efforts on the job and to recognize the legitimate goals of one's employer.

### **SEIU MEMBER BILL OF RIGHTS AND RESPONSIBILITIES IN THE UNION**

The right to have opinions heard and respected, to be informed of union activity, to be educated in union values and union skills.

The right to choose the leaders of the union in a fair and democratic manner.

The right to a full accounting of union dues and the proper stewardship over union resources.

The right to participate in the union's bargaining efforts and to approve union contracts.

The right to have member's concerns resolved in a fair and expeditious manner.

The responsibility to help build a strong and more effective labor movement, to support the organizing of unorganized workers, to help build a political voice for working people, and to stand up for one's co-workers and all workers.

The responsibility to be informed about the internal governance of the Union and to participate in the conduct of the Union's affairs.

The responsibility to contribute to the support of the union. The responsibility to treat all workers and members fairly.

The responsibility to offer constructive criticism of the union.