

# ADMINISTRATIVE POLICIES & PROCEDURES

## SEIU LOCAL 503, OREGON PUBLIC EMPLOYEES UNION

INDEX .....	1
ARTICLE I (AP&P) HEADQUARTERS .....	2
ARTICLE II (AP&P) BOARD OF DIRECTORS.....	2
ARTICLE III (AP&P) BOARD COMMITTEE OPERATIONS.....	3
ARTICLE IV (AP&P) LOCALS.....	13
ARTICLE V (AP&P) GENERAL COUNCIL .....	14
ARTICLE VI (AP&P) REIMBURSABLE EXPENSES.....	15
ARTICLE VII (AP&P) PURCHASE AND RECORDING PURCHASES OF PERSONAL PROPERTY (i.e., equipment) BY LOCALS.....	20
ARTICLE VIII (AP&P) OTHER FISCAL MATTERS .....	20
ARTICLE IX (AP&P) BARGAINING .....	22
ARTICLE X (AP&P) DELEGATES TO DAS AND OUS BARGAINING CONFERENCES.....	23
ARTICLE XI (AP&P) INDIVIDUAL EMPLOYEE REPRESENTATION AND ARBITRATION SCREENING .....	24
ARTICLE XII (AP&P) UNFAIR LIST.....	26
ARTICLE XIII (AP&P) POLICY FOR ADMISSION OF WORKERS INTO THE UNION.....	27
ARTICLE XIV (AP&P) AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY .....	27
ARTICLE XV (AP&P) STAFF .....	28
ARTICLE XVI (AP&P) HEADQUARTERS RECORDS .....	29
ARTICLE XVII (AP&P) USE OF UNION FACILITIES .....	31
ARTICLE XVIII (AP&P) STUDENT FINANCIAL ASSISTANCE AWARDS.....	32
ARTICLE XIX (AP&P) POLITICAL CANDIDATES .....	33
ARTICLE XX (AP&P) SEIU OREGON STATE COUNCIL AND LABOR COUNCILS.....	34
ARTICLE XXI (AP&P) POLICY FOR USE OF STRIKE FUNDS .....	34
ARTICLE XXII (AP&P) ISSUES FUND .....	35
ARTICLE XXIII (AP&P) INVESTMENT GUIDELINES.....	35
ARTICLE XXIV (AP&P) OATH OF OFFICE.....	36
ARTICLE XXV (AP&P) MEMBER LEADERSHIP DEVELOPMENT .....	36
ARTICLE XXVI (AP&P) COMMUNICATION GUIDELINES .....	36
ARTICLE XXVII (AP&P) TELEPHONIC MEETINGS.....	37
ARTICLE XXVIII (AP&P) ELECTION ADMINISTRATION.....	37
APPENDIX 1 .....	38

**SEIU LOCAL 503  
OREGON PUBLIC EMPLOYEES UNION**

**ADMINISTRATIVE POLICIES AND PROCEDURES (AP&P)**

**PURPOSE**

This document sets out policies and procedures relating to administration of activities of the Union. It is intended to supplement, explain, or implement the Union Bylaws and resolutions adopted by General Councils. The Bylaws and General Council resolutions take precedence. Upon adoption of this document, its provisions shall supersede and replace all other provisions, on the same subject, which may have been adopted by earlier Boards. Copies shall be distributed to Board members, Assistant Directors, Committee Chairpersons, and Local Presidents.

**ARTICLE I (AP&P) HEADQUARTERS**

The principal office of the Union, hereinafter referred to as "Headquarters," is located in Salem, Oregon. (C&B #5/2010)

**ARTICLE II (AP&P) BOARD OF DIRECTORS**

Section 1. Meeting Scheduling. The second Saturday of every other month is reserved for Union statewide Board meetings. The scheduling of dates, times, and places of Board meetings is the prerogative of the President who presides at Board meetings. Normally, Board meetings start at 9:00 a.m. so that individuals not authorized for night-before arrival will have sufficient travel time. Special circumstances could require a different starting time.

Section 2. Agenda. The President, with the assistance of the Executive Committee and the Executive Director, schedules items on the agenda of Board meetings. A copy of the agenda shall be sent to all members of the Board, Assistant Directors, and Committee Chairpersons no later than seven (7) days before each meeting. The Board, Committee Chairpersons, and Executive Director shall prepare and distribute outlines and background details of issues that will be presented for Board consideration and action seven (7) days prior to the Board meeting. When this cannot be done, every effort will be made to communicate this information to the Board members prior to the meeting. (*Section 2 Revised: Board of Directors (BOD) Meeting 8.08.18*)

Section 3. The usual order of business of the Board in regular and special meetings shall be as follows:

- Call to Order
- Roll Call
- Reading of Minutes
- Communications Reports of Officers & Directors
- Reports of Special Committees
- Open Discussion
- Unfinished Business
- New Business

(C&B #5/2010)

Section 4. Who May Attend. Board meetings shall be open to attendance by any Union member. Locals are encouraged to pay for expenses of their members to attend Board meetings. On extraordinary occasions, the Board by a two-thirds (2/3) vote may direct that a specific matter be considered in executive session. Such extraordinary occasions include consideration of the employment of a staff member, the dismissal of, or to hear complaints or charges brought against an officer, deliberations with persons designated to carry on labor negotiations, consultation with counsel concerning the legal rights and duties of the Union with regard to current litigation or litigation likely to be filed, or to review and evaluate criteria and policy directives adopted by the Board. All executive sessions will have approved recorded minutes on file at Headquarters.

Section 5. Voting on Expenditures and Union Policy. All Board votes on Union policy or unusual expenditure items shall be by voice vote or show of hands and shall be duly recorded.

Section 6. Voting on Political Items. Based on recommendations and information from Citizen Action for Political Education (CAPE) or other appropriate sources, or on its own motion, the Board may vote to endorse or take no position on political candidates or to recommend endorsement or no position where the authority rests with the SEIU Oregon State Council or SEIU International. Also, based on recommendations and information from CAPE or other appropriate sources, or on its own motion, the Board may vote to endorse, oppose, or take no position on local and statewide ballot measures or political issues. Any such action by the Board on political candidates, ballot measures, or political issues shall require a roll call vote and approval by a two-thirds (2/3) majority of those voting. The position taken by the Board shall be communicated to the CAPE Council, the State Council, and the general membership. *(Section 6 Revised: BOD Meeting 8.08.18)*

Section 7. Minutes. Detailed minutes of Board meetings shall be taken and transcribed by a recording secretary. The Secretary or the Secretary's designee shall review and certify the completed minutes and direct their reproduction. Copies shall be mailed to Board members, Assistant Directors, and Committee Chairpersons, and, upon request, to Local Presidents. One (1) copy shall be kept permanently at Headquarters and shall be available for inspection by any Union member. Executive Session minutes shall have a restricted distribution determined by the President and shall be maintained in a secured location at Headquarters. *(Section 7: BOD Meeting 5.14.16; 5.18.19)*

Section 8. Publicizing Board Motions. Copies of the minutes of the Board meetings shall be mailed as soon as possible to Board members, Assistant Directors, Standing and Special Committee Chairpersons, and Local Presidents.

Section 9. Board of Directors Recognition. An item of reasonable value shall be awarded to each Statewide Officer at the time the Statewide Officer, Director, Assistant Director, and Immediate Past President at the time the person completes a term and leaves that position. *(Section 9: BOD Meetings 8.08.18; 5.14.16)*

### **ARTICLE III (AP&P) BOARD COMMITTEE OPERATIONS**

Section 1. Meeting Schedules. Committees of the Board shall meet at such intervals and at such times and places as the Committee Chairpersons feel necessary for performing the duties of their committees. However, meetings involving more than ordinary expense shall require advance Board authorization. Committee Chairpersons are encouraged to minimize the number

of meetings by developing a full agenda and by using mail, e-mail and telephone communications.

Section 2. Coordination of Meeting Dates. The President shall arrange for the coordination of dates used for meetings by the various Board committees. The President shall designate "committee weekends". Committee Chairpersons will endeavor to coordinate meetings with other committees to allow for sharing of rides and lodging.

Section 3. Advisory Members. Persons serving as advisory members on a committee shall have the right to vote on all issues coming before the committee.

Section 4. Committee Publicity. Space shall be provided in the Union newspaper for reporting the highlights of committee activities.

Section 5. Expense Review. Committee Chairpersons should review expense claim forms of committee members prior to submission. When expense vouchers are identified by date, committee activity, and are signed by the Committee Chairperson, they will be processed for payment. If not, they will be returned to the person completing the expense voucher with proper notation for completion.

Section 6. Reports to the Board. Committee Chairpersons shall make all reports to the Board in written form, unless invited by the President to appear in person. Oral committee reports will be scheduled so that committee representatives can leave home and return on the same day.

Section 7. Executive Committee. The Directors elected by the Board to the Executive Committee, pursuant to the Bylaws, shall include at least one Director from a public employer work sector and at least one Director who is employed in any other sector, including Client Employed Provider. The committee meets on the call of the President. Minutes shall be taken at each meeting. These minutes shall be included in the next Board meeting packets and an oral report shall be presented at that Board meeting. The Secretary or the Secretary's designee shall review and certify the completed minutes. *(Section 7 Revised: BOD Meetings 8.08.18; 5.14.16)*

Section 8. Committees. Within the Board structure there are two (2) types of committees: Standing and Special. The Board also has Special Councils.

- (a) Standing Committees of the Board are: Membership Advantages, Staff Screening, Civil & Human Rights, Member/Local Union Organizing, Hardship, Committee to Protect Injured Workers (CPIW), Pension and Thrift, the Fight Contracting Out Committee, and the Climate Justice Committee, and the Code of Conduct Committee. *(C&B #6/2008, C&B #5/2010, BOD Meeting 2.2.21, BOD Meeting 3.13.21)*

These committees are established to respond to special interests of the Union; i.e., overseeing member benefits/insurance programs, filling staff positions, retirement benefits, monitoring equal employment opportunities, designing a structure to organize non-represented workers, providing a structure for hardship assistance, overseeing leadership training, monitoring and educating on workplace health/safety/rights of injured workers, setting policy for the staff pension plan, and to develop expertise in fighting contracting out efforts, and to guide the Union's response to climate change.

Any committee with a corresponding Union conference (i.e., Civil & Human Rights Conference) will be responsible for recruiting participants to attend.

*(2020 GC R1-R6)*

**1. MEMBERSHIP ADVANTAGES COMMITTEE.**

a) The committee shall make recommendations to the Board for action in the following areas:

1. Membership benefit programs;
2. Policy positions on insurance programs in general; and
3. Maintenance, betterment and promotion of workers' compensation benefits.

b) No advertising through the Union newspaper or other Union media, paid or otherwise, that implies a discount to Union members or others shall be accepted for publication unless the matter has been approved by the Membership Advantages Committee or other appropriate committee and the Board. *(Section 1 Revised: BOD Meeting 2.2.21)*

**2. STAFF SCREENING COMMITTEE.**

a) For all permanent positions in the Union's bargaining unit, the Committee shall:

1. Review resume(s) and interview any new-hire finalist(s) submitted by the hiring supervisor.

2. Screen applicants for union values and for position skills and abilities.
3. Make a hiring recommendation(s) to the hiring supervisor for the finalist(s). The Committee shall encourage hiring union members when possible.

b) For Administrative positions, except Executive Director, the Committee shall:

1. Review resume(s) and interview final new-hire applicant(s) submitted by the Executive Director or their designee.
2. Make recommendation(s) to the Executive Director or their designee, in order of preference, of the applicant(s) to be hired.

c) Two Committee members shall constitute a quorum for the purposes of a) and b) in this paragraph. *(Section 8(a)(2) Revised: BOD Meeting 3.09.19)*

**3. CIVIL AND HUMAN RIGHTS COMMITTEE.**

a) The purpose of the Civil and Human Rights Committee is to monitor and increase awareness of our Union's commitment to equity and inclusion, as well as to support the caucuses in building a strong power base for promoting civil rights in all areas that affect members and their communities.

b) The Civil and Human Rights Committee will function as both a coalition and a coordinating body for equity and inclusion work across our Union. Any caucus recognized by this committee and the 503 Board of Directors, as well as the Women's Council, will select two (2) representatives to serve on the Civil and Human Rights Committee. The committee may also appoint two additional at large positions to be filled at the committee's discretion.

c) The Civil and Human Rights Committee will make recommendations to the Board for action in the following areas:

1. Creating public and Union awareness of the Union's commitment to equity and inclusion;
2. Developing and providing equity and inclusion training programs; and
3. Promoting of Civil Rights, equity and inclusion in all areas that affect members, including policy, program, and funding decisions.
4. Conducting an annual organizational equity and inclusion assessment; and
5. Creating a process for recognizing new caucuses.

- d) The Civil and Human Rights Committee will include representatives from the Latinx Caucus which promotes the leadership and organization of Latinx members, with a stated vision to:
1. Organize, educate, and develop the Latinx people around issues that uniquely impact our community in the areas of education, healthcare, immigration laws, economic justice for the members and the Latinx community in particular.
  2. Achieve power, respect, and social justice for the working class.
- e) The Civil and Human Rights Committee will include representatives from the Lavender Caucus which promotes the leadership of Gay, Lesbian, Bisexual, and Transgender members.
- f) The Civil and Human Rights Committee will include representatives from the African/American (AFRAM) Caucus which is charged with meeting the following organizational goals: *(ESP#7/1998)*
1. Build a strong power base for fighting unique issues of cultural diversity;
  2. Develop unity and a sense of solidarity within the membership of African American descent to build power within the Union as a whole;
  3. Develop a systematic forum to identify and develop, train and organize African American leadership;
  4. Draw on the perspective and experience of African American members to expand our awareness of multi-cultural and multi-racial issues; and
  5. Work in partnership with the SEIU International AFRAM caucus.
- g) The Civil and Human Rights Committee will include representatives from the Indigenous Peoples Caucus which is charged with the following:
1. Establishing a place where members can have a voice and feel included as we move forward to fight for racial justice for all members;
  2. Create a space where our brothers and sisters who identify as Indigenous would have a “safe space” to participate. This would increase participation among diverse members within our union;
  3. Create opportunities for developing leadership, promoting respect, improving communication for members, and fostering a culture of inclusion; and
  4. Draw on the perspective and experience of members who identify as Indigenous to expand our awareness of multi-cultural and multi-racial issues.  
*(BOD Meeting/1.21.17)*
- h) The Civil and Human Right Committee will include representatives from the Asian, Desi and Pacific Islander Caucus which is charged with the following:
1. Establishing a place and/or avenue where Asian, Desi, and Pacific Islander members can have a voice and feel included as we move forward to fight, with coalition partners and allies, for racial justice, health equity, and economic justice for all members.
  2. Creating a space where our culturally diverse brothers and sisters who identify as Asian, Desi, and/or Pacific Islander have a “safe space” to participate, increasing participation among diverse members within our union.
  3. Creating opportunities for developing leadership, promoting respect,

improving communication for members, and fostering a culture of inclusion; and

4. Drawing on the perspectives and experience of members who identify as Asian, Desi, and Pacific Islander to expand our awareness of multiethnic, multicultural, multilingual and multiracial issues. An Asian, Desi, or Pacific Islander is a person with origins in any of the original peoples of the Far East and Southeast Asia, including but not limited to Japan, China, Taiwan, Korea, Cambodia, Vietnam, Laos, and the Philippines; the Indian subcontinent, including India, Pakistan, Bangladesh, Sri Lanka, Maldives, Nepal, Sikkhim and Bhutan; or the Pacific Islands of Polynesia, Melanesia, and Micronesia, including but not limited to Samoa, Fiji, Guam, the U.S. Territories of the Pacific or the Northern Mariana Islands.

*(BOD Meeting/7.15.17)*

i) The Civil and Human Rights Committee includes representatives from the Women of Color Caucus.

1. The Women of Color Caucus (WOCC) seeks to promote social justice, develop and empower Women of Color's leadership within our Union and community.
2. WOCC works to increase the stewardship and leadership of Women of Color within our unions. We seek to work across cultures so we can transform and improve our communities and enhance our wellbeing.
3. Women of Color Caucus is not only a safe space to bring up our struggles, challenges, triumphs, and experiences as women of color, it has also been a collective of strength, resilience, and love. Here in WOCC, we create community, invest in self-care, and to educate one another, and strive to increase equity in our society and Union.

j) The Civil and Human Rights Committee will include two representatives from the Veterans' Caucus, with the stated vision:

1. To support veterans by providing a safe and welcoming space for all voices to be heard by:
  - a. Recognizing that veterans come from all different backgrounds and experiences, and that not all veterans are visible;
  - b. Providing an open door and welcoming all veterans, allies, family members, and coworkers.
2. To amplify the voices of veterans, family members, coworkers, and allies through:
  - a. Sharing veterans' stories;
  - b. Educational events.
3. To support those transitioning to civilian life by:
  - a. Ensuring veterans have resources, such as mental health and wellness;
  - b. Educating veterans and their coworkers about veterans' rights, such as protected leave from work related to deployment. *(BOD Meeting/5.15.21)*

k) The Civil and Human Rights Committee will, in furtherance of the above goals, convene a Civil and Human Rights Conference to be held no more than every three years.

*(BL#22 (LR)/2014) (2020 GC R1-R6)*



**4. MEMBER/LOCAL UNION ORGANIZING COMMITTEE (MOC).**

- a) The Union will maintain a Member/Local Union Organizing Committee to design and support the structure necessary for members to work on behalf of the Union for periods of up to one (1) year while on leave or release from their current employment. The Board of Directors will fund a regularly scheduled training session for MOC/LUOC members to be done by organizing staff, Member/Local Union Organizers (on paid time) who have had the training previously, and SEIU resources when and where available. *(MA #8/1990, C&B #3/2000)*
- b) This committee will include Union leadership as well as rank-and-file members. *(MA #8/1990)*
- c) This committee will develop a statement of purpose, a timetable, and a proposed funding base necessary for the operation of an ongoing Member/Local Union Organizing Committee through which Local members can work to organize non-represented people in the labor force. *(MA #8/1990)*
- d) This committee will have the following goals:
  - 1. To recommend Local union organizing goals, subject to Board approval;
  - 2. To develop a strategic organizing plan for the Union;
  - 3. To assist in creating member organizing committees so that the Union has trained volunteer organizers to support its organizing;
  - 4. To work with members to set up organizing teams that can be called upon to help in external organizing activities around the state. Team members will have at least one organizing opportunity per quarter to take part in external organizing activities and training;
  - 5. To maintain a current list of trained members, schedule trainings, and a record of members' participation be presented to the Board quarterly; and
  - 6. To evaluate and revise an organizing plan on a regular basis.  
*(MA #16/1992)*

**5. HARDSHIP COMMITTEE.**

- a) A Statewide Hardship Committee is maintained for the purpose of setting standards and criteria for Local Hardship Committees for providing limited and short-term assistance to members.
- b) The Statewide Hardship Committee will consist of interested members appointed by the President and approved by the Board of Directors.
- c) The Union President will appoint one (1) member of the Board of Directors to serve as liaison between the Board and the Committee. This will be a nonvoting position.
- d) Local Hardship Committees. The Local Hardship Committees will:
  - 1. Be composed of representatives within the Local;
  - 2. Follow criteria set up by the Statewide Hardship Committee; and
  - 3. Give direction to Local members for raising funds and finding other resources.

**6. COMMITTEE TO PROTECT INJURED WORKERS (CPIW).**

- a) The committee is formed to organize, educate and mobilize around the issues of workers' compensation, insurance, safety and health.
- b) The committee shall develop a packet for injured workers to be distributed to new workers and made available to members. This information shall also be



added to new orientation packets. (ER #7/2004)

c) The committee shall work legislatively for positive change in these areas.

d) The committee shall investigate, advise, consult with other unions and affiliates and other interested parties, and educate Union members and the public with regard to workplace health, safety, and the rights of injured workers. (C&B #6/1998)

**7. PENSION AND THRIFT COMMITTEE.**

a) The Union Retirement Plan and Trust Agreement is a defined contribution 401K plan for Union staff members, which include plan implementation and investment of pension funds.

1. Oversight for the plan is provided by the Plan Administrator, the Union's Executive Director;
2. There will be six (6) Trustees, two (2) members from the Union's Board of Directors, and four (4) staff representatives who are Plan participants: two (2) administrative staff members and two (2) bargaining unit staff members.

**8. FIGHT CONTRACTING OUT COMMITTEE.**

a) This committee is charged with development of expertise in how to fight contracting out; and acting as a rapid response team to assist in fighting any contracting out efforts. The committee will:

1. Produce a leaders' "toolkit" available to all Local officers;
2. Actively develop a campaign to spread our message to public officials through their publications and meetings, lobby days, and whatever means necessary that privatization is not acceptable;
3. Cultivate research on privatization and make said research available to all members as well as legislators;
4. Advocate for state and Local legislation that would raise public accountability standards;
5. Advocate for political and legislative action that promotes policies which discourage privatization;
6. Aggressively defend public services that are under attack, including activating an "early warning system" to spread the word about important contracts up for bid or renewal and widely publicizing contracting problems;
7. Develop training for activists, Local leaders, and union staff about this issue including, but not limited to, feasibility training, warning signs, motivating members, and waging a campaign against privatization;
8. Foster alliances with others in our state and nation who share our concern about defending and improving public services;
9. Include and increase protections in all collective bargaining agreements;
10. Explore and encourage opportunities for organizing workers who provide similar services in the public, private, and non-profit sectors so that private companies cannot compete on the basis of low wages and benefits;
11. Develop a website linked to the SEIU 503 website, with information about how to fight contracting out, including links and information about what other states have done; and

- 12. Identify where contracting out has failed by costing more money or providing poor quality services.
- b) Regional duties may include, as determined by the Board of Directors:
  - 1. Providing a list of activists willing to help SEIU members in Oregon and nationally;
  - 2. Developing action plans with feedback of what worked and what didn't;
  - 3. Provide training and present information to members via meetings or developing web accessed tools such as a template for gathering information and setting up an action plan;
  - 4. Developing a resource directory including contacts.
- c) The Committee's activists shall develop expertise in the wider issues of job losses through outsourcing and advise the Board of Directors on issues that affect working people outside of our union.

**9. CLIMATE JUSTICE COMMITTEE.**

- a) This committee shall make recommendations to the SEIU 503, OPEU Board of Directors for action in the following areas:
    - 1. Creating public and Union awareness of the Union's commitment to climate justice policies.
    - 2. Developing and providing climate justice training programs.
    - 3. Promoting climate justice and environmental sustainability in all areas that affect members.
    - 4. Work with the Civil and Human Rights Committee; Lavender Caucus; AFRAM Caucus; Asian, Desi, and Pacific Islander Caucus; Indigenous Peoples Caucus; Latino Caucus; and all other applicable Groups/Caucuses to create inclusive "Just Transition" policies and proposals.
    - 5. All Committee meetings and trainings will be a place where members can have a voice and feel included as we move forward to fight for climate justice for all members.
- (2020 R1-R6)*

**10. CODE OF CONDUCT COMMITTEE.**

- a) The Code of Conduct Committee shall consist of interested members appointed by the President and approved by the Board of Directors. The Committee shall:
  - 1. Make recommendations to the Board of Directors related to the Code of Conduct as needed to promote a safe and inclusive Union where all members feel valued and respected; and
  - 2. Oversee enforcement of the Code of Conduct with a focus on restorative justice and education; and
  - 3. Make determinations to refer repeated or egregious violations of the Code of Conduct to the Member Representation Committee. *(BOD Meeting/3.13.21)*
  
- (b) Special Councils. The special councils of the Board are: Women's, Higher Education, Private Non-Profit, Nursing Home and Local Presidents. These councils are established to further communication and the principles of unionism within these groups. Any council with a corresponding SEIU International or Union conference (i.e., Women's Conference) will be responsible for recruiting participants to attend. *(BOD Meeting/9.9.17)*

## **1. WOMEN'S COUNCIL.**

- a) The council shall be comprised of delegates that reflect both the geographic and employment diversity of our union. To that end, Directors and Assistant Directors shall be tasked with recruiting/nominating a delegate from the employment sector or geographic region that they have been elected to represent on the Board. To further expand both the accessibility and inclusion of members to the Council, each standing Committee of our Union will be asked to designate a delegate to the Council, if possible. Directors, Assistant Directors, and Committee Chairs will announce their recruitment efforts union-wide at the end of even-numbered year (i.e. the same cadence at which the Women's Council is currently recruited, and in tandem with other committee recruitment).
- b) The council shall:
  1. Plan and execute the Women's Conference, to be held no more than every three years; *(BL #22 (LR)/2014)*
  2. Institute information, research, and lobbying programs that address issues of particular interest to the women of the Union;
  3. Create an active network of activities that include leadership development and mentoring opportunities to involve the women of the Union;
  4. Cultivate mutual support with the Civil & Human Rights Committee and Caucuses, especially the Women of Color Caucus. *(EB #3A/1990, C&B #6/2008) (BOD Meeting/9.2.20)*

## **2. HIGHER EDUCATION COUNCIL.**

- a) The Higher Education Council shall consist of at least one elected member from each of the seven campuses in the Oregon University System. A chairperson will be selected by the members of the council. This Council will meet on a regular basis to develop strategy; discuss issues to be resolved or put forward during negotiations with OUS; develop system-wide campaign actions in concert with the Bargaining Team, to enable and develop coalition building on each campus; and (in response to input from the Bargaining Team) create and publish flyers, press announcements, website announcements, and bulletins for distribution on campus. *(ER #1/2000)*
- b) This Council will also meet to build solidarity throughout the system. Its primary mission will be to organize and motivate members on each campus to act as one.
- c) In addition, the Council will be advised by the Higher Ed Coordinator organizer and will meet and confer with the Higher Ed Bargaining team regularly during the contract campaign to enable direct communication and report on the progress of the campaign on the individual campuses.
- d) The Council could be asked to develop agendas for conferences to better inform and motivate membership, especially during contract campaigns.

## **3. PRIVATE NON-PROFIT COUNCIL.**

- a) The duly elected Director of the private non-profit employment sector shall serve as an automatic member of the Private Non-Profit Council.
- b) Each private non-profit agency may have at least one member serve on the Private Non-Profit Council. *(ER #5/2008)*

**4. NURSING HOME COUNCIL.**

- a) The President and Vice-President of each Nursing Home Local or designee shall sit on the Nursing Homes Council.
- b) The Nursing Homes Council shall have no governmental or fiduciary functions.
- c) The costs of the Council in excess of the amount approved by the Board of Directors shall be proportionally charged to the Nursing Home Local's accounts.

*(ER #7/2008, C&B #5/2010)*

**5. LOCAL PRESIDENTS COUNCIL.**

- a) Membership on the Presidents Council shall consist of the following:
  - 1. The President representing each Local within SEIU 503, OPEU; and
  - 2. Immediate Past Presidents of each Local within SEIU 503, OPEU;
  - 3. The President and Executive Director of SEIU 503, OPEU shall be non-voting ex-officio members of the council.
- b) The membership of the council shall select two members of the council to act as co-facilitators for a period not to exceed 12 months. Only those members of the Council currently serving as President of a Local with SEIU 503, OPEU are eligible to serve as a co-facilitator.
- c) The Presidents Council shall have no power or authority to change any existing policy, procedure, or by-law or in any way act in a capacity that that would circumvent the Union's existing governing bodies. Any proposals or requests from the Presidents Council shall be directed to the appropriate governing body or officer for action.
- d) The purpose of the Presidents Council is to develop and support member leaders of SEIU 503, OPEU. To that end SEIU staff should help the Council with the logistics, but the facilitation and planning of agendas is the responsibility of the selected co-facilitators of the council.
- e) The Council shall develop a charter and define the activities they chose to engage in to achieve the following:
  - 1. Plan and execute the Presidents' Summit to coincide with the Stewards" Conference;
  - 2. Create an active network to engage, educate and support the development of local leaders in order to strengthen and build our Union; and
  - 3. Facilitate quarterly conference calls for local Presidents to discuss issues, share ideas, and learn from each other about what has been working well within locals and identify any areas of concern that may exist
- f) A designated representative of the Presidents Council shall provide a regular report to the Board of Directors on the outcomes of the facilitated quarterly conference calls. *(BOD Meeting/9.9.17)*

- (c) Special Committees. A Special Committee is a committee established by General Council or the Board for a specific purpose on a temporary basis, with its duration determined by the Board. Unless otherwise provided for in the Bylaws or AP&P, all committees shall consist of members and a chairperson who are appointed by the Union President, subject to approval by the Board of Directors.

**1. UNIVERSAL HEALTHCARE COMMITTEE.**

a) The Universal Healthcare Committee reports to the Board and is charged with proposing and coordinating efforts to carry out the Union's universal healthcare policy, including internal and external campaigns approved by the Board. (BOD Meeting/3.13.21)

**2. OPERATIONAL AUDIT COMMITTEE.**

a) The Operational Audit Committee reports to the Board and is charged to conduct operational audits, review and other investigations as the Board deems necessary to assure the Board that resources and assets are used efficiently and effectively to realize the goals of the Local. The Board shall allocate funding sufficient to carry out the charge of this committee. (UO #3/2002)

Section 9. Each Committee shall keep minutes of transactions at each meeting, and these minutes shall be included in the Board packets. (C&B #5/2010)

Section 10. The chairperson or a designated representative from Standing or Special Committees may present motions to the Board. (C&B #5/2010)

**ARTICLE IV (AP&P)  
LOCALS**

Section 1. Copies of Staff Job Descriptions and Table of Organization. Upon request, Headquarters shall supply Local presidents with copies of staff personnel job descriptions and the staff table of organization.

Section 2. Local Organizing Plans. All Locals, working with their organizers, shall submit an annual Local organizing plan that:

- Identifies Local and worksite issues and lays out plans to address them;
- Integrates workplace organizing into the overall Union's strategic plan;
- Sets goals for leadership recruitment/development, membership percentages, CAPE contributors, etc.; and
- Determines a calendar and timetable for implementing the plan.

Officers and staff of the union are directed to focus close attention on the union's internal organizing and leadership development plans, without compromising the Local's political and external organizing programs.

Section 3. If a Local becomes inactive, all unobligated monies of the Local shall revert to the treasury of the Union. If an inactive Local has not been reactivated within two (2) years, said monies shall be placed in the General Fund account of the Union. Unobligated monies of a Local whose charter has been revoked shall be placed in the General Fund account of the Union upon receipt. (C&B #5/2010)

Section 4. To the extent a Local is formed through an affiliation, the affiliation agreement shall provide, in addition to other necessary provisions, that upon payment of Union dues and acceptance of the Union Bylaws and other obligations of Union membership by the various members of the organization qualifying for active membership in the Union, such members shall

be entitled to all the rights of, and shall be, active members of the Union. The organization shall be entitled to all the rights and subject to all the obligations of, and shall be a regular Local of the Union.

Section 5. The dues paid by Union members are Union monies whether for the use specifically of the Union or of the Local. If a Local chooses to affiliate with any other labor organization or decertifies the Union, the funds in its treasury that were derived from such Union dues shall belong solely to the Union for its use and shall be turned over to the Union by such Local upon affiliation of the Local with the other labor organization or upon decertification. *(C&B #5/2010)*

Section 6. Worksite Leaders. Every workplace represented by the Union shall have a worksite leader. Each worksite leader shall receive membership applications and distribute information of interest to their coworkers.

Headquarters shall keep a statewide master list of all worksite leaders. Each Local shall keep a list of worksite leaders in the Local. These lists shall be made available to Committee Chairpersons, Union Stewards, other officers, or staff persons of the Union upon request.

## **ARTICLE V (AP&P) GENERAL COUNCIL**

Section 1. Existing Policy Resolutions Document (EPRD): The purpose of the EPRD is to retain a four-year history of General Council (GC) resolutions to inform members of Union policies and to help inform the Board of Directors and the Resolution Review Committee of resolution status. The EPRD shall retain two (2) sessions of GC.

Section 2. EPRD Resolutions Status Update prior to General Council: Resolutions contained in the EPRD shall be updated to the current status for approval by the Resolution Review Committee. The approved EPRD shall be distributed to GC delegates for General Council.

Section 3. EPRD Update Post General Council: Following a General Council session, the EPRD will be updated to include the most current resolutions for approval by the Resolutions Review Committee. Resolutions more than two (2) regular GC sessions old shall be deleted. A resolution adopted at General Council will take precedence over all preceding adopted resolutions dealing with the same topic. The Board, Board Committee Chairs, and Local Presidents shall receive a copy of the updated document.

Section 4. Union Newspaper. The Union newspaper shall publish the resolution timelines, the method of moving resolutions through the process, and a sample format for resolutions in its first issue in the calendar year in the year of General Council. *(OU #7/1998)(Vote of GC Delegates/10.13.17)*

Section 5. Resolution Authoring. Each General Council resolution submitted will show the name of the author. The author's name will be encoded on the resolution when it is processed at Headquarters. *(BOD Meeting/5.14.16)*

Section 6. Resolution Heading. The heading of each General Council resolution shall contain the name of the sponsoring group and its location.

Section 7. Dated Resolutions. The Resolutions Review Committee shall review the Existing Policy Resolutions for resolutions that have gone beyond stated implementation dates and then



refer these resolutions to the Board for action.

Section 8. General Council Committee Responsibilities. The General Council committees shall have one agenda day to consider resolutions assigned to them. The committees shall not present resolutions that embrace more than one subject, and matters properly connected therewith, to the General Council. These committees are given the responsibility and authority to modify, combine, and subsequently present resolutions to the General Council. However, any original resolution may be called to the floor by a majority vote of the General Council. *(BL #13/2014)*

Section 9. Expense Reimbursement for Certain Committees. Meals, lodging, dependent care, and travel expenses for the General Council Pages and for the members of the Credentials Committee are reimbursable by the Union. *(BOD Meeting/1.20.18)*

Section 10. Smoking Ban. Cigarette, cigar, and pipe smoking are banned on the General Council floor and in the committee meeting rooms.

Section 11. Alcoholic Beverages. Union funds shall not be used for the purchase of alcoholic beverages, mix, or related items.

Section 12. Past Presidents. Past Presidents who are not eligible to serve as permanent delegates are permanent honored guests at General Council.

Section 13. Dates. The dates of General Council shall be set in a manner attempting to minimize conflict with religious observances. *(UO #6/1996)*

Section 14. General Council Delegate Responsibilities. Attendance at all sessions of the General Council is essential. Delegates appointed to General Council committees are expected to attend all scheduled meetings of their committee. Delegates representing Locals that are sponsoring resolutions are responsible for actively working for adoption of those resolutions, including appearing before General Council working committees in support of the Local resolution. *(BOD Meeting/5.14.16)*

Delegates are charged with a responsibility to report back to their membership constituency an accounting of the Council decisions and events. This is a critical function of the General Council body in communication and education of its members in the governance of the Union.

## **ARTICLE VI (AP&P) REIMBURSABLE EXPENSES**

Section 1. General. Expenses that are incurred for carrying out Union business are reimbursable. Cooperation is needed to achieve the goals of the Union. There may be times when lodging regulations must give way to travel and vice versa. Alternate modes of travel will be considered for cost-effectiveness. The overriding consideration is total cost to the Union. All travel arrangements will be made through Union Headquarters. Special conditions will be approved in advance by the Union Treasurer or the Treasurer's designee. *(BOD Meeting/5.14.16; 5.18.19)*

SEIU Local 503 shall adopt the use of multiple remote access technologies to remove obstacles to participation and reduce the resource(s) required to conduct meetings throughout the Union in accordance with the Travel Costs Savings Committee's Report and



Recommendations to the SEIU 503 Board of Directors, adopted in July of 2015. *(BOD Meeting/7.11.15 – please see Recommendations from the Member Committee on Mileage, Lodging and Travel Costs Savings - Appendix 1)*

Section 2. Hardship Advance. Hardship will be self-defined but will be based on financial need, not personal convenience. Individuals requesting an advance must contact the authorized signers (Local President, Committee Chairperson, or authorized staff) to approve payments. An expense form must be completed and signed by the authorized signer(s), then submitted to Accounting at Headquarters. Requests for advance payments must be submitted to Headquarters at least eight (8) business days prior to the time that the issuance of the payment is requested, provided the need for travel was known at least eight (8) business days in advance. The check will be issued within three (3) business days of receipt of the request for an advance. Requests submitted untimely without good cause may not be processed prior to the date of travel. Priority mail services shall only be utilized to deliver advances if the request includes an assertion by the individual and authorized signer that an exception should be granted due to extenuating circumstances.

- (a) Cash advances will be limited to mileage.
  - (b) Expense forms covering the advance/event are to be submitted within two (2) weeks following the event justifying the payment.
  - (c) If expense forms covering the event are not received by Headquarters within two (2) weeks after the event or the individual did not attend the event for which they received an advance, the Accounting office will bill the individual for the amount of the advance.
  - (d) If the individual does not respond within ten (10) days of having been billed, the Accounting office will bill the appropriate account (Local or Committee) with notice to the signer(s) who authorized the advance.
  - (e) If the individual has an outstanding unpaid advance, no further advance requests will be honored until the initial advance has been resolved.
- (Section 2 Revised: UO #4/2018)*

Section 3. Types of Reimbursable Expenses. Reimbursable expenses are those for meals, lodging, dependent care, travel, telephone calls, postage, and other Union business incidentals. *(Revised BOD Meeting 1.20.18)*

Section 4. Alcoholic Beverage Expenses. Expenses for alcoholic beverages are not reimbursable.

Section 5. Eligible Persons. The persons eligible for expense reimbursement are Board members, Assistant Directors, Local Officers, committee members, General Council delegates, active Past Presidents, staff and other Union members on authorized Union business.

Section 6. Individual Receipts. Receipts are required for lodging, meals, and miscellaneous expenses.

Section 7. Travel Expense Claim Forms. Expense claims through the end of each month are due by the 15th of the following month. Names of guests and dates shall be listed on such forms when rides are shared or when meals are paid for others who are eligible for reimbursement. Names of dependents and paid caregivers shall be listed when dependent care reimbursement is claimed. *(Revised BOD Meeting 1.20.18)*

- (a) Claim forms must be submitted within ninety (90) days.
- (b) Claims over ninety (90) days will be denied, but appeal may be made to Union Finance Committee if denial represents undue hardship.

Section 8. Meal Allowances. Reimbursement for meals shall be for actual expenses up to a maximum of the U.S. General Services Administration (GSA) Standard Rate as outlined in the GSA's Meals & Incidentals (M&IE) Breakdown for state in which the meal (breakfast, lunch, or dinner) was purchased. For overnight travel, daily incidental expenses shall be reimbursed for actual expenses up to a maximum of the Standard Incidentals rate outlined in the GSA's M&IE Breakdown for the state in which the overnight travel occurred. Receipts must be submitted for substantiation before reimbursement is made. Meal expenses may be carried from one (1) consecutive day to the next if all the expense vouchers are from the same account (e.g., cannot mix General Fund or Local accounts). No reimbursement for meals will be granted for those meals that are provided by the function unless there is a dietary reason that cannot be accommodated. The current GSA Standard Reimbursement Rates for each meal and incidentals will be made available on the union's website. *(BOD Meeting/5.14.22; MA #5/2002)*

Section 9. Guidelines for Meeting, Lodging Arrangements, Reimbursements, and Allowances. All lodging and off-site meeting arrangements will be made through Union Headquarters or a Field Office except for special conditions approved in advance by the Union Treasurer or the Treasurer's designee. The Union allows one-half (1/2) the double room rate for each individual who is authorized for lodging and occupies a room. *(BOD Meeting/5.14.16; 5.18.19)*

- (a) Single Rooms. A member who requests a single room or accommodations for themselves and a non-member authorized guest shall be billed the difference between the cost of the single room and one-half (1/2) the double room rate. Persons who do not request a single room, yet end up in single accommodations because there was no other person to share a room, shall not be charged for the extra cost.
- (b) Non-reimbursable Expenses. Members will be responsible for payment for non-reimbursable expenses including but not limited to their portion of the cost for a single room and incidentals either at the time of checkout or upon receipt of a billing from Union Headquarters. Payment is due upon receipt of billing. If payment is not received within 90 days, the amount due will be deducted from that person's next expense reimbursement request. No further special accommodations will be honored until the outstanding billing has been resolved.
- (c) Non-Commercial Lodging. If a member, who is otherwise eligible for SEIU 503 lodging, pursues non-commercial lodging (with family, friends, other members or other lodging) a stipend of \$20 (twenty dollars) per night will be reimbursed to the member. *(BOD Meeting/7.11.15)*

Section 10. Mileage Allowances. Reimbursement for travel expense shall be 6¢ less than the federal IRS rate and Union reimbursement rates for rideshare/carpool be raised to 6¢ above the single rider rate per mile and raised/lowered automatically to maintain the 6¢ difference per mile any time single rider rates are changed. Further, this rideshare/carpool increased rate is not to be used to lower the single rider/driver rate or the cause of such a change based on the actual and reported beginning and ending odometer readings of the vehicle used. *(UO #3/2002, UO #14, 2004)* Stewards will be paid the full Federal Mileage Reimbursement rate when traveling on Union business. *(UO #3/2014)*

Section 11. Ride Sharing. Ride sharing is strongly encouraged whenever possible for all Union officials and members while on Union business.

Section 12. Dependent Care. An Eligible Person as described in Section 5 of this Article (other than staff), may receive reimbursement for dependent care while they are on authorized Union business. For the purpose of this Article, a dependent is a person who lives with an eligible person and who is under the age of 18 or a person of any age whose care is the responsibility of the eligible person. The maximum reimbursement is \$30 per day per eligible person. Eligible persons with a common dependent(s) are limited to one reimbursement per day per common dependent(s). Child care will not be reimbursed in the event that the Union is providing suitable contracted care or where payment for care of the dependent(s) is already being reimbursed by another source. *(Adopted BOD Meeting 1.20.18)*

Section 13. Limits on Board member visits to Locals. Expense reimbursement by the Union will be made to a maximum of one Board member per Local meeting.

Section 14. Special Conditions. The dinner meal and lodging will be allowed the night before a meeting only if auto travel to the meeting exceeds seventy-five (75) miles one way and it is not possible to arrive on time at the start of the meeting by departing from home by 7 am. Lunch will be allowed the day of an evening meeting, providing that arriving timely for the evening meeting necessitates leaving prior to the normal lunch hour of 12 noon.

Lodging will be allowed the night after a meeting only if travel time after adjournment of the meeting would mean arrival at home after 9 p.m. including one (1) hour for dinner en route. Dinner will be allowed on the night of a meeting if travel is necessary after the normal dinner hour of 6 p.m.

Breakfast will be allowed after an overnight stay away from home, or prior to a morning meeting necessitating travel before 6 a.m. in order to arrive timely. Lunch will be allowed on the day of return home if arrival time exclusive of eating would be after 1 p.m. and that departure is no later than 8 a.m.

Section 15. Expense Schedule Revisions. The Board of Directors is authorized to change the Union expense schedules.

Section 16. Board Authorization. The Board of Directors may provide for the payment of travel and other necessary expenses of the Board, members of Standing and Special Committees, and other members authorized by the Board to represent the Union.

Section 17. Member Lost-Wage Reimbursements

(a) Eligibility. Members may be eligible, with authorization in accordance with the SEIU 503 Bylaws and Administrative Policies and Procedures, to receive reimbursements for lost-wages while attending events held during their normal working time provided they are not receiving other compensation for the time, such as vacation and paid union leave, nor has the member made arrangements to work the hours at an alternative time through arrangements such as temporary adjusting their work schedule or shift swapping. *(BOD Meeting/11.14.15)*

(b) Calculation. Wage reimbursements rate shall be based on the member's normal

hourly rate as stated on the member's most recent paycheck stub. The number of hours eligible for reimbursement shall be based upon evidence of the hours the member normally would have worked during the time they are unable to work in order to attend the event. *(BOD Meeting/11.14.15 & 5.14.16)*

(c) Leave Time Reimbursement. Members who must travel a minimum of three (3) hours each way to conduct Union business and use leave time in excess of four (4) hours per month to do this traveling, may be reimbursed for the time spent en route at their individual rate of pay, not to exceed eight (8) hours reimbursement per month, with prior approval from the governing body responsible for payment. *(MA #11/1985)*

(d) Employment Status. Members who receive lost-wage or leave time reimbursements shall not be considered employees of the Union for any purpose.

Section 18. Limitations. No expenses will be reimbursed for other than authorized Union business nor will the Union directly pay for or reimburse member expenses for services and/or products from vendors on the SEIU or AFL-CIO unfair list.

Section 19. Appeals. Persons dissatisfied with action taken by the Treasurer on a Travel Expense Claim may appeal their case to the Union Finance Committee. Action taken on the case by the Union Finance Committee may be appealed to the Board. *(Section 19 Revised: BOD Meeting 5.18.19)*

Section 20. Responsibility for Expenses. Directors and Assistant Directors' expenses for Board, statewide committees, and all other committees and conferences will be charged to Board expense or the respective committee and paid from the General Fund. The Locals may pay the expenses for their representatives to Board meetings and any other reimbursable expense for Local business. Exceptions may be made when prior written approval is made by the body expected to bear the expense.

Section 21. Interstate Travel and Conferences. All interstate travel made by members, Local Officers, Statewide Officers, Directors, or Assistant Directors in the pursuance of Union business shall be approved by the Board of Directors, if time permits, or the Executive Committee, prior to any arrangements being made. All travel arrangements shall be made through Union Headquarters.

(a) All conferences and conventions at which Union members will represent the Union must be approved by the Board of Directors, if time permits, or the Executive Committee. Criteria for approving all conferences and conventions shall be based upon:

1. The value to the Union;
2. The value of Union representation at the event; and
3. Cost to the Union.

(b) Requests for attendance at all trainings (in-state) where costs exceed \$500 may be submitted to the Board. The Board's review process will take into account the activism of the participant; how that training will be used on behalf of our members; and how it will provide for equal opportunity between members and Locals. Said trainings shall be paid from the General Fund. All trainings where costs exceed \$1000 per person, may not be approved by individual Locals, but must be approved by the Board. The Board will incorporate this process for approval of attendance at PERC/LERC trainings and summer school. These trainings shall also be paid from the General Fund. *(ER #3/2006)*

(c) Members must attend the entire function unless there are parts deemed

optional; and members must present an oral report to whomever funded them (Local and/or a board or regional meeting) within 60 days of their return at the next regularly scheduled meeting, unless the presiding officer permits an extension. (MA #5/2002)

(d) Members will sign a statement acknowledging this responsibility and their responsibility to attend pertinent sessions of the training or conference. This statement will include notification of the consequences for non-attendance. (MA #6/2006)

## **ARTICLE VII (AP&P) PURCHASE AND RECORDING PURCHASES OF PERSONAL PROPERTY (i.e., equipment) BY LOCALS**

### Section 1. Inventory, Taxes, and Insurance on Equipment.

(a) An inventory record of all equipment over \$500 in cost owned by Locals is to be kept at Union Headquarters. Included in the inventory record is the name and address of the person personally responsible for the equipment and the address of the location of the equipment. At least annually, Union Headquarters will notify the Locals with equipment what is on the inventory list for their Local.

(b) Equipment subject to any Local government personal property taxes will be paid for from the General Fund monies and billed back to the appropriate Local.

(c) Insurance for any loss on the equipment will be obtained, if possible, by the Union and all costs for premiums and processing will be billed to the appropriate Local.

(d) It is the responsibility of the highest elected officer(s) in the Local to assure that written notification is made to Headquarters concerning any changes in the location of or persons responsible for the equipment or purchase.

Section 2. Purchase of Personal Computers. The Information Systems (Computer) Department of the Union shall be contacted and recommend the specifications for the purchase of personal computers by Locals.

## **ARTICLE VIII (AP&P) OTHER FISCAL MATTERS**

Section 1. Authorized Signatures. Individuals authorized to sign Union checks are the President, Vice Presidents, Secretary, Treasurer, Executive Director, Finance Director, and the Operations Director. Union checks written in excess of \$10,000 shall require two authorized signatures and, where feasible, shall include one signature of a Statewide Officer and one signature of an authorized staff person. Internal transfers for payments between General Fund accounts may be performed electronically. (*Section 1 Revised: BOD Meeting 3.09.19; 5.18.19*)

Section 2. Executive Committee Expenditure Authority. The Executive Committee, between regularly scheduled Board meetings, is granted the authority to approve expenditures, not to exceed \$7,500, which are consistent with the strategic planning goals adopted by the Union's Board of Directors. The Board of Directors will review all expenditures by the Executive Committee at the next regularly scheduled meeting. (*UO #9/2002*)

Section 3. Accident Insurance. A \$50,000 per person group accidental death and dismemberment policy shall be maintained by the Union on each Board member and Assistant

Director, covering them while performing official Union duties.

Section 4. Board Stationery. Upon request, each Board member shall be furnished with a supply of Union stationery.

Section 5. Supplemental Funds for Locals. Any Local may petition the Board, through the Union Finance Committee, for increased funds to operate the Local. Such petition shall be accompanied by a detailed budget request. The Union shall set aside a fund to provide for such petition not in excess of 10 percent (10%) of the Local rebate amount budgeted for each fiscal year. The Local may request in excess of 10 percent (10%) budgeted amount. The amount over 10 percent (10%) is to be repaid to the fund as determined by the Union Finance Committee.

Section 6. Benefit Information to Members on Leave Without Pay. The Union shall be responsible for informing members on Leave Without Pay status that the members must pay insurance premiums to retain these benefits during said leave.

Section 7. Reimbursement Payment Limits. At least ten (10) days prior to attending the function, members will receive mail or email notification of what will or will not be reimbursed, and what the reimbursement limits are.

Section 8. Requests for Financial Information.

(a) Requests for financial information from bargaining unit members shall be directed to the Treasurer of the Union.

(b) The Treasurer or designee may release a general overview of financial data.

(c) The Treasurer may delegate information requests to a Board member, staff member, or Statewide Officer to explain financial documents. (*Section 8 Revised: BOD Meeting 5.18.19*)

Section 9. Monetary Contributions to Charitable Organizations. Monetary contributions from Union funds shall not be made to charitable organizations without Board approval. However, the Board does encourage participation by Locals in the solicitation of funds, excluding Union funds, for charitable organizations. Authorization must be obtained from the Board prior to any solicitation. Between Board meetings the Executive Committee may approve such contributions or solicitations. Locals shall be given the opportunity to donate to social issue requests.

Section 10. Disposition of Local Funds Upon Decertification. Upon decertification of the Union as the bargaining representative, it shall be the policy of the Union that the books, records, and funds of affected Local(s) be sent to the Union Treasurer within ten (10) days for final review, audit, and transfer. The Local funds, including any specially-designated funds, shall be placed in the Union General Fund, unless otherwise specified by the Board. (*Section 10 Revised: BOD Meeting 5.18.19*)

Section 11. Advertisements in the Union Newspaper. In the spirit of unionism, no advertisement will be carried in the Union newspaper from any company that has people out on strike against them, and/or is on the DO NOT PATRONIZE list recognized by the Union.

Section 12. Membership Card. A membership card shall be issued to each member of the Union.



## **ARTICLE IX (AP&P) BARGAINING**

Section 1. Bargaining Team. Members of the negotiating team are the Executive Director, or designee, the members elected to sit at the bargaining table, and the staff assigned to sit at the bargaining table. Responsibility for presentation to the Union's negotiating team demands, proposals, and other material to be considered in collective bargaining contract negotiations lies with the active membership. Once negotiations have commenced, authority to make decisions at the bargaining table on behalf of the Union and the employees it represents, whether decisions to submit a proposal, change a proposal, withdraw a proposal, accept a counterproposal, or otherwise, shall lie with the negotiating team in accordance with what reasonably appears at the time to be in the best interests of the Union and the employees it represents. *(C&B #10/1981, C&B #5/2010)*

Section 2. Bargaining Standards. As part of the Union's strategic plan in bargaining current contracts or first contracts for new units, negotiations shall include:

Bargaining to Organize: simplified grievance procedures, accretion, contingent worker organizing, paid time off for union activists, rank and file leaders who rise to President and Executive Director for return rights to that person's bargaining unit position at the end of the person's term, standardized language as no discrimination based on religion, race, age, gender, marital status, sexual orientation or disability. *(ER #5/1998, BOD Meeting/5.14.16)*

Union Security: union successorship, Agency fee, checkoff (including political checkoff).

Written summaries of contracts shall be maintained to enable bargaining teams to compare their contract standards with standards from other contracts. These summaries will be available to bargaining teams when crafting proposals. *(ER #13/2004)*

A template of sample contract language on non-economic contract terms such as subcontracting, union rights, and seniority will be maintained as a resource for bargaining teams in developing contract language. *(ER #13/2004)*

Section 3. Ratification. Unless otherwise required by law or unless otherwise agreed at the bargaining table, ratification of any contract may be limited to voting only by active members of the Union and may be conducted by either a printed secret ballot sent or delivered to active members in the bargaining unit or by vote of the active members at a membership meeting after reasonable advance notice specifying the date, time, place, and purpose of the meeting. The method of ratification to be used in any particular situation shall be determined by majority vote of the negotiating team. *(C&B #5/2010)*

Section 4. Signing. The Executive Director is the only person authorized to sign collective bargaining agreements in the name of the Union.

Section 5. Role of the Board of Directors in Bargaining.

(a) The Board is responsible for all contracts bargained.

(b) The Board, through its Executive Committee, shall be aware of the progress of all contract negotiations.

Section 6. Bargaining Costs.

(a) The General Fund will assume all bargaining expenses for negotiations.



Specifically, such expenses shall include:

1. Negotiations, caucus time, and team meetings which are scheduled during an employee's workday and not subject to reimbursement under a collective bargaining agreement;
2. Mileage, meal, dependent care and overnight lodging expenses;
3. "Negotiation News," "Strike Alerts," and other forms of written communication regarding negotiations which are produced by Union Headquarters;
4. Contract printing expenses; and
5. Bargaining conference expenses.

(b) In order to avoid the General Fund assuming unnecessary costs:

1. All bargaining participants will be expected to carpool, where feasible, and to share motel rooms when lodging is required.
2. Efforts should be made by negotiation spokespersons to schedule sessions so as to minimize expenses while insuring maximum opportunity for productive bargaining sessions.
3. All bargaining expenses must be approved on a session-by-session basis. Approval of bargaining expenses must be done by the Chairperson and the staff bargaining spokesperson.

(c) In order to separate bargaining expenses from ongoing expenses of a Local which occur during contract negotiations, including meetings to update membership on bargaining developments, the General Fund will generally only pay for "bargaining tours" which are conducted by the bargaining teams and which are part of a pre-established bargaining plan. Local "bargaining tours" will be paid by the particular Local involved in the tour. In rare instances, when it is determined by the Executive Director, or the Executive Director's designee, that the Local's issue has statewide impact and a tour is part of an adopted bargaining plan, specific tour expenses can be reimbursed from the General Fund. *(BOD Meeting/5.14.16)*

## **ARTICLE X (AP&P) DELEGATES TO DAS AND OUS BARGAINING CONFERENCES**

Section 1. Delegates to bargaining conferences for DAS and OUS.

(a) All Locals of the Union included in the DAS and OUS bargaining process shall elect their bargaining delegates according to their constitution and/or bylaws, a minimum of fourteen (14) months prior to the expiration of the statewide contracts. The number of bargaining delegates will be determined by the yearly average of bargaining unit employees in the year ending the previous September.

1. All Locals included in the DAS and OUS bargaining process will report the names of their bargaining delegates to Union Headquarters by said date. Any Local not reporting the names of their bargaining delegates in a timely manner, and without good excuse, may have delegates chosen for them by a committee appointed by the President of the Union; said committee members shall be chosen with the approval of the Board of Directors. *(ER #13/1990)*

(b) The number of bargaining delegates for each DAS and OUS Local shall be as follows:

1 delegate	1-75 dues payers*
2 delegates	76-300 dues payers*
3 delegates	301-700 dues payers*
4 delegates	701-1100 dues payers*

5 delegates	1101-1500 dues payers*
6 delegates	1501- 1600*
1 additional delegate	for every 1000 above 1600*

\*"Dues payers" refers to dues and fair share payers

(c) Each delegate shall be an active member of the Union and shall be elected by the Local the delegate represents according to that Local's constitution and bylaws. *(BOD Meeting/5.14.16)*

(d) Any delegate not performing the duties described below or not in regular attendance at bargaining events may be removed by the Local according to their constitution and bylaws or by the Board of Directors by majority vote.

(e) Each Local shall be entitled to one (1) vote for each dues payer in the Local based on the average number of dues payers for the year ending the previous September. Where there are two (2) or more delegates in attendance, the vote shall be divided equally among them.

(f) The duties of the delegates shall be as follows:

1. Attend all scheduled bargaining meetings;
2. Create a communication system to communicate bargaining issues within the Locals;
3. Represent their Locals at coalition bargaining sessions;
4. Elect a Coalition, Campus, or team Chairperson; and
5. Educate and inform Locals of bargaining issues at regular intervals.

## Section 2. Chairpersons.

(a) Each candidate for chairperson must be a member in good standing of the Union; must be an authorized delegate to the bargaining conferences; and must be willing and able to spend the time necessary to complete their duties.

(b) Each coalition, campus or team shall elect their own chairperson(s) according to Robert's Rules of Order (Revised) at a regular bargaining conference. Each voting delegate shall vote according to Section 1, subsection (e) of this Article.

(c) A coalition, campus or team chairperson(s) remain in their positions until the new coalition bargaining team is selected.

(d) A coalition, campus or team chairperson may be removed by a majority vote of the coalition/campus/team or by a majority vote of the Board of Directors. Each chairperson serves at the pleasure of the Union.

(e) The duties of the chairperson(s) are as follows:

1. Report to the Board of Directors acting through the Executive Committee on the progress of bargaining from organization through proposals to the conclusion of a tentative agreement;
2. Coordinate and organize their coalition/campus/bargaining unit to insure adequate representation of each Local and to insure communication between the bargaining team and the Local; and
3. Represent their coalition/campus/bargaining unit at the bargaining table.

Section 3. DAS Classification Appeals Panel Position. Members of the DAS Appeals Classification Panel will be elected by the DAS Central Table Bargaining Team. *(BOD Meeting/5.16.15)*

## **ARTICLE XI (AP&P) INDIVIDUAL EMPLOYEE REPRESENTATION AND ARBITRATION SCREENING**

Section 1. General Policy. In representing individual employees, the Union applies the following general policies:

- (a) The Union shall represent the needs of those employees who are in bargaining units represented by the Union;
- (b) The Union seeks to furnish representation to its members in employment-related matters to the extent it is economically feasible, compatible with the governing documents and with other policies of the Union, and legally and ethically proper;
- (c) As a representative of employees in a bargaining unit, the Union is required to represent both members and nonmembers of the Union in their employment relations with their employers;
- (d) The Union may represent nonmembers in proceedings in which there is an issue that could have a substantial effect upon the interests of the members;
- (e) The Union shall not represent any employee individually without the employee's consent; (*BOD Meeting/5.14.16*)
- (f) The Union shall continue to seek legal ways of representing the needs of members who are not in bargaining units and who are excluded; and
- (g) The Union will represent members in discrimination grievances to the extent permitted by the applicable collective bargaining agreement.

Section 2. Areas of Representation. Union representation of individual employees in employment-related matters encompasses representation in the following areas:

- (a) Grievance processing under the contractual grievance procedure;
- (b) Referral of an unresolved grievance to arbitration as provided for in the collective bargaining agreement;
- (c) Appeals to the Employment Relations Board (ERB). Such statutory remedies are applicable to dismissals, suspensions, reductions, demotions, classifications, and arbitrary or illegal actions; and
- (d) Appropriate court proceedings.

Section 3. Limitations in Grievance Representation. The Union cannot represent any grieving employee in a bargaining unit where another organization is the certified representative.

Section 4. Limitations in Workers' Comp. and Unemployment Insurance Appeals. The Union shall not represent any employees in appeals of workers' compensation or unemployment insurance actions, unless the determination of the case would have substantial effect upon the interests of its members.

Section 5. Limitations in Court. The Union shall not provide court representation or assistance to nonmembers, unless the determination of the case would have substantial effect upon the interests of its members. Although members may be provided such representation, it is limited to employment-related matters. Also, this representation for members may be denied for such reasons as excessive expense, lack of probability of securing a desired legal result, or lack of legal importance to the membership generally. Representation at a lower court level will not automatically entitle an employee to representation by the Union in a higher court.

Section 6. Representation Costs. The following policies apply to the costs of Union representation for individual employees in employment-related matters:

- (a) The Union will be responsible for filing fees, costs of counsel, transcripts, stenographic services, and other court costs;
- (b) The Union reserves the right to refuse to be responsible for the payment of statutory witness fees and mileage of witnesses, but may designate a limited number of witnesses for whose fees and mileage it will be responsible; and
- (c) The Union will not be responsible for the per diem or other expenses of either the employees it represents or their witnesses.

Section 7. Arbitration Screening and Appeal Procedures:

- (a) There shall be two (2) levels of review of grievances considered for arbitration: the first before an Arbitration Screening Panel, and the second before the President.
- (b) An Arbitration Screening Panel is convened for each review. The Panel shall include at least two (2) stewards (chief stewards where possible) or former stewards, who are neutral and not connected with the grievance or the employer involved and a staff adviser. The Stewards shall rotate through this assignment from meeting to meeting, based on regional Arbitration Screening Panel rotations lists. *(ER #8/2004, ER #4A/2012)*
- (c) Training will be offered to all stewards who wish to be selected for Arbitration Screening Panels. Priority for selection to the Panels will be given to stewards who have completed training. *(ER #5/2004)*
- (d) Decisions of an Arbitration Screening Panel to deny arbitration of a grievance shall be appealable by the grievant(s) to the President within ten (10) calendar days of notice from the Panel.
- (e) The second level of review shall be conducted by the President, and in the event the grievant is the President, by the Vice Presidents and Secretary. The decision at this level shall be final. *(Section 7(e) Revised: BOD Meeting 5.18.19)*

Section 8. In the representation of represented employees on grievances, disciplinary actions, any other claims or complaints, the Union retains the right to refuse to file or pursue any such matter at the Employment Relations Board, at arbitration, or in the courts if, in the judgment of the Union, the merits of the case justify such a decision. *(C&B #5/2010)*

## **ARTICLE XII (AP&P) UNFAIR LIST**

Section 1. General. The Union uses a procedure of publicizing an "Unfair List" or "Do Not Patronize List" of those companies, agencies or persons demonstrating a pronounced lack of good faith in responding to employee relations matters stipulated in law, rule, or contract. The Union refers to the state AFL-CIO unfair list as a guide.

Section 2. Grounds. Grounds for placement on the Union's Unfair List are:

- (a) The failure to comply with statutory regulations regarding "unfair labor practices";
- (b) The conduct of other "unfair labor practices" as established by state or federal courts, or by regulatory agencies; or
- (c) The failure to accord any right to a Union member or representative as provided by statute or contract.

Section 3. Processing. All requests for placement on an Unfair List shall be addressed to the Board for action. Such requests may be made by the Executive Director, staff organizers, Union committees, or representative groups of member employees from an involved agency.

The Board, in its review, may conduct a hearing where the affected person(s) being considered are invited to appear.

Section 4. Publicity. The Union will maintain an Unfair List and publish the list in available media.

Section 5. Removal. Only the Board or the Executive Committee has the power to remove any company, agency or person from the Unfair List. The Board shall review the Unfair List periodically for update purposes.

### **ARTICLE XIII (AP&P) POLICY FOR ADMISSION OF WORKERS INTO THE UNION**

Section 1. Purpose. The purpose of this policy statement is to establish guidelines for admission of other workers as members of the Union.

Section 2. Approval. Other worker groups may not certify themselves as members of the Union without approval of the Board of Directors and/or General Council.

Section 3. Investigation. Investigation of applications for workers wishing certification as Union members shall be conducted by the Executive Director and staff with timely reports to the Board of Directors.

Executive Director and/or staff shall, as a minimum, closely inspect the (a) Intent, (b) Feasibility, (c) Financial status, and (d) Potential benefits to both parties:

(a) "Intent" means new organizations will not be admitted without sufficient evidence of ability and willingness to conform with and support the Union's governing documents;

(b) "Feasibility" means that upon admission benefits will accrue to both parties;

(c) "Financial Status" means the Union will not assume any unusual debts nor incur excessive expenses in acquiring these new members. However, expenses involved in certification of new members to the Union shall be negotiated with the group applying for membership; and

(d) "Potential benefit to both parties" means representation by the Union as well as the fullest possible participation in all activities of the Union by the new members.

Section 4. Admission. Admission of all new members shall be in accordance with Union governing documents.

(a) Structure of new organizations shall conform to existing Union Bylaws.

(b) New members without sufficient numbers for a Local shall be placed into the closest existing Local.

(c) New groups with sufficient numbers for a Local of their own may opt to join Locals that exist in their area, or form their own Local.

(d) The Board of Directors, when negotiating an affiliation agreement with an existing organization, may negotiate the phasing in of the existing Union dues structure over a period of time not to exceed five (5) years.

### **ARTICLE XIV (AP&P) AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY**

Section 1. Union Commitment. Through a program of affirmative action, the Union commits itself to a leadership role in ensuring fair and equal opportunities for employment, hiring

practices and advancement in employment and in Union operations.

Section 2. Affirmative Action. "Affirmative Action," means a program for eliminating the effects of discrimination, intended or unintended, that are evident or indicated by analysis of present employment patterns, practices, and policies.

Section 3. Equal Opportunity. "Equal Opportunity," means that there shall be fair and equal opportunities for employment and advancement regardless of race, religion, national origin, age, gender, gender identification, marital status, sexual orientation, or disability. The Union will work to have agency or state rules adopted to stop the practice of promoting pre-chosen individuals without valid consideration of all employees qualified for promotion.

Section 4. Responsibility. The Board has the major responsibility for implementing the affirmative action and equal opportunity policies of the Union.

## **ARTICLE XV (AP&P) STAFF**

Section 1. Staff Salaries, Benefits, and Working Conditions. Except for the Executive Director, the salaries, benefits, and working conditions of all staff personnel are governed by the then-in-force collective bargaining agreement between the Union and the staff, personnel policies, or hire agreements for managerial staff.

Section 2. Executive Director Authority. The Executive Director is authorized to hire, fire, reward, or discipline all staff members in the manner provided for in the collective bargaining agreement, or applicable hire agreement. Benefits for staff covered by the collective bargaining agreement shall also apply to excluded staff, or as set forth in these Administrative Policies & Procedures. In setting salaries for each staff member, the Executive Director shall operate within the ranges that have been negotiated.

Section 3. Retirement System. A staff retirement system shall be provided through the SEIU Local 503, Oregon Public Employees Union Retirement and Thrift Fund. A 401K Deferred Compensation Plan shall be made available to Union staff.

Section 4. Staff Hiring and Advancement. There shall be written personnel policies for the recruitment, hiring, and promotion of staff personnel. More specifically, there shall be:

- (a) An appropriate type of job application form;
- (b) Written job position descriptions that contain a specification of the responsibilities of each position, a brief description of the larger setting within which the persons will function, and a list of the job-related minimum skills and desired skills sought in applicants;
- (c) An advertising policy for openings that involves contacts of groups specifically oriented to and concerned with minorities, females, and others subject to potential discrimination in hiring; and
- (d) Preference given for Union employment in the following order: present Union members, prior Union experience, and all others.
- (e) A concerted effort shall be made to notify all Union members for all current and impending openings.

Section 5. Membership Advantages Management. There shall be a staff position assigned to the



area of benefits management. This person shall monitor the existing Union benefit programs offered to members and shall keep current on new programs becoming available. Also, this person shall be the staff advisor to Union committees working with retirement, insurance, and other employee benefits. (*Section 5 Revised: BOD Meeting 3.9.19, 2.2.21*)

Section 6. Union Organizer Assignment. The Executive Director will assign Union Organizers' time in the various areas of the state at the Executive Director's discretion. However, significant changes in Union Organizers' assignments shall not be made without reasonable notice to the president of each Local that would be affected by such change. Organizer assignments shall be maintained on the web page. (*Section 6 Revised BOD Meeting 5.14.16*)

Section 7. Human Resources Director. This position shall be responsible for maintaining a conflict resolution process, to help resolve disagreements or disputes respectfully. The Human Resources Director will make recommendations to assist the Union in becoming a more open and democratic organization that will promote labor-management cooperation and make meaningful performance review of the staff. (*C&B #10/1998*)

Section 8. Staff Training Director. There shall be a staff position responsible for designing and implementing an ongoing training program for staff. (*Section 8 Revised: BOD Meeting 3.09.19*)

## **ARTICLE XVI (AP&P) HEADQUARTERS RECORDS**

Section 1. Records Availability. One (1) of the following documents shall be maintained at Headquarters in a place and manner allowing availability for inspection by any Union member:

- (a) The latest revised Union Bylaws;
- (b) The minutes of all Board meetings;
- (c) The Existing Policy Resolutions document;
- (d) The Collective Bargaining Agreement between the Union and the staff;
- (e) The Administrative Policies and Procedures of the Union;
- (f) All Collective Bargaining Agreements;
- (g) The various agreements between the Union and employers.

Section 2. Records Retained Permanently. The following records shall be maintained permanently at Headquarters or appropriate storage facility:

- (a) Annual Union budgets;
- (b) Annual professional audit reports;
- (c) Local charter records and other information on Local formations;
- (d) General Council Resolutions;
- (e) Legal, historical, and long-term correspondence items relating to policy;
- (f) Union Board minutes;
- (g) IRS Specifications;
- (h) Value of lands and buildings during ownership; and
- (i) Applications for membership/2-cent check-off enrollment.

Section 3. Records Retained for Seven (7) Years. The following records shall be maintained at Headquarters or appropriate storage facility for a minimum of seven (7) years:

- (a) Accounting ledgers;
- (b) Cash received records; and



- (c) General Fund reimbursement billings.

Section 4. Records Retained for Five (5) Years. The following records shall be maintained at Headquarters or appropriate storage facility for a minimum of five (5) years:

- (a) Balance sheets;
- (b) Local membership reports;
- (c) Group insurance plan payroll deduction authorization forms for former staff employees;
- (d) Payroll reports;
- (e) Personnel records of terminated staff employees;
- (f) Profit and loss statements;
- (g) Time sheets; and
- (h) Withholding tax records.

Section 5. Records Retained for Three (3) Years. The following records shall be maintained at Headquarters or appropriate storage facility for a minimum of three (3) years:

- (a) Bank deposit slips;
- (b) Bank statements;
- (c) Canceled checks;
- (d) Local membership reconciliations and billings;
- (e) Group insurance agency billings and reconciliations;
- (f) Equipment value records of disposed equipment;
- (g) Paid invoices;
- (h) Personnel applications of persons not employed as staff;
- (i) Telephone toll charge records; and
- (j) Travel, meal, dependent care and lodging expense claim forms.

Section 6. Records Retained for Two (2) Years. The following records shall be maintained at Headquarters for a minimum of two (2) years:

- (a) General correspondence;
- (b) Committee meeting minutes;
- (c) Group insurance bank deposit listings by agencies;
- (d) Insurance application eligibility denials; and
- (e) Membership voting data for all statewide elections, including but not limited to CAPE, statewide officer and Board seat elections.

Membership voting data will be available to each Local president for internal use, and to each Board director in the same geographic or employer group. This information will be available to declared candidates for CAPE positions, Board seats, and statewide office provided the candidates are in the same geographic or employer group, except for statewide office as they would represent all groups. Membership voting data will be maintained for a minimum of two years and may be furnished in either electronic or paper format at the discretion of the requestor. (C&B #8/2008)

Section 7. Records Retained for One (1) Year. The following records shall be maintained at Headquarters or appropriate storage facility for a minimum of one (1) year:

- (a) Group insurance contracts;
- (b) Group insurance death claim records;
- (c) Group insurance disability claims;
- (d) Insurance policies; and

- (e) Statewide and Local election ballots, tally sheets, envelopes, and related election material.

Section 8. Record Disposal. Once records have met their retention schedule, physical records shall be disposed of, unless a reason exists to retain the records for a longer period. Confidential records containing personal information, shall be shredded. Other materials can be recycled. Electronic records shall be purged according to the retention schedule under this article for that type of record, unless a reason exists to retain the record for a longer period.  
(Section 8 Revised: BOD 5.18.2019)

Section 9. Audit Requirements. In order for the time limits found in Sections 3 through 7 of this Article to apply, audits must have been completed and a satisfactory report of the audits must have been received by the Board for the following records:

- (a) Balance sheets;
- (b) Bank deposit slips;
- (c) Bank statements;
- (d) Canceled checks;
- (e) Cash received records;
- (f) Local membership reconciliations and billings;
- (g) Equipment value records after equipment disposal;
- (h) Group insurance plan payroll deduction authorization forms for former employees;
- (i) Paid invoices;
- (j) Profit and loss statements;
- (k) Telephone toll charge records;
- (l) Time sheets;
- (m) Travel, meal, and lodging expense claim forms;
- (n) Vouchers; and
- (o) Withholding tax records.

## **ARTICLE XVII (AP&P) USE OF UNION FACILITIES**

Section 1. Meeting Rooms. The policies for the use of Union facilities for meetings are as follows:

- (a) The first priority is extended to Union staff performing administrative responsibilities and to Union committees including CAPE;
- (b) The second priority is extended to Locals;
- (c) The third priority is extended to nonmember groups. Such groups may be granted a firm reservation for use of Headquarters rooms up to two (2) weeks in advance of the meeting date, provided there is no conflict with a member group's scheduled meeting when the reservation is requested. The Union reserves the discretion to decline such requests;
- (d) A reasonable fee to cover the cost of room use shall be charged to all nonmember groups;
- (e) Waiver of the room use fee for nonmember groups may be granted by either the Board or the Executive Director only when such a waiver would be in the best interests of the Union; and
- (f) Union facilities/meeting rooms shall not be used for private, personal activities.

Section 2. Other Services. The policies for the use of such other Union services such as staff time and supplies are as follows:

- (a) The first priority is extended to Union staff performing administrative responsibilities and to Union committees including CAPE;
- (b) The second priority is extended to Union Locals;
- (c) A reasonable fee to cover the additional cost of staff time and supplies may be charged to Locals, and CAPE if applicable; and
- (d) Nonmember groups require approval by the Board or Executive Director for the use of other Union services.

## **ARTICLE XVIII (AP&P) STUDENT FINANCIAL ASSISTANCE AWARDS**

Section 1. General. The Union offers a program of financial assistance to Union members, their spouses, domestic partners, sons, daughters, stepsons and stepdaughters, grandsons and granddaughters, and also to laid-off members and dependents of deceased members who were active members at the time of their death. These applicants must be enrolling in accredited colleges, universities, professional schools, community colleges, junior colleges or vocational schools. This assistance includes both first-time Financial Aid awards and Grants-In-Aid to students currently enrolled in the aforementioned schools. Laid off members are those who were active, full-time members at the time of lay-off, remain on the lay-off list, are not eligible for active membership and have not accepted full-time employment.

For this purpose, "laid-off" members include seasonal, on-call and intermittent employees who have been unscheduled and remain on the reemployment lists for those groups and who have not accepted full-time employment.

Section 2. Financial Aid Defined. Financial Aid is an award based upon both scholastic achievement and financial need. It is awarded to a person preparing to enter a full-time program in an accredited college, university, professional school, community college, junior college or vocational school. Each award may be an amount up to a maximum scholarship each year of \$1,500. If the recipient is attending semesters, it would be awarded as \$750 per semester. If the recipient is attending quarters (terms), it would be awarded as \$500 per quarter. The award is payable to the institution of the awardee's choice. For an active Union member, their spouse, domestic partner or a laid off member, the maximum amount shall be the same as for a Grant-in- Aid, with part-time enrollment also acceptable.

Section 3. Grant-in-Aid Defined. Grant-in-Aid is an award based upon financial need and the satisfactory academic progress according to the institution's policies, awarded to a student who is currently enrolled in a full-time program at an accredited college, universities, professional school, community college, junior college or vocational school, to enable the student to remain in school. In the case of an active Union member, their spouse, domestic partner or a laid-off member, part-time enrollment is acceptable. Each award may be an amount up to \$500 per quarter, \$750 per semester, or \$1,500 per school year, and is payable to the institution at which the student is enrolled. The award amount for part-time enrollment will be \$750 per school year.

Section 4. "Term" Defined. A term or "quarter" is considered to be one-third (1/3) of a school year or twelve (12) weeks.

Section 5. "Semester" Defined. A semester is considered to be one-half (1/2) of a school year or eighteen (18) weeks.

Section 6. Duration of Awards. Each Financial Aid or Grant-in-Aid award is made for one (1) school year (three (3) terms or two (2) semesters) commencing with the fall term (semester) and concluding with the end of the spring term (semester). To remain eligible for the awards the student must maintain satisfactory academic progress according to the institution's policies for students receiving federal title for aid. Continuation of Financial Aid or Grant-in-Aid beyond the initial year of funding requires reapplication and approval.

Section 7. Program Financing. Funds for the Union Financial Aid and Grant-in-Aid programs come from those membership dues which the dues payer dedicates for that purpose. In addition, the Membership Advantages Committee may hold fundraising events to increase the amount of money available for scholarships. Awards shall be funded from the actual on-hand funds available. Any charges by the Office of Student Access and Completion to administer the Union Scholarship program shall be paid out of the scholarship fund. *(Section 7 Revised: BOD Meeting 2.2.21)*

Section 8. Nominations. Nominations for Union financial awards must be made by active, laid-off or retired Union members in good standing. Active members may nominate themselves, their spouse, domestic partner, a daughter, a son, a stepson, a stepdaughter, a grandson or a granddaughter. Laid-off members may nominate themselves. Those nominating must have been active members of the Union at least one (1) year to be eligible to nominate. Sons, daughters, stepsons, stepdaughters, grandsons, and granddaughters must be under the age of twenty-five at the time the application is due to qualify for initial awards, and will be considered only for programs below the bachelor's degree level.

Section 9. Awards. Union members who are currently employed or have been laid off are encouraged to apply for financial aid to further their education and retrain themselves in areas of specialization in which there are greater prospects of employment. Enrollment in college, university or professional programs devoted to labor relations or labor-education related studies is encouraged. One-third (1/3) of each year's financial aid funds will initially be reserved for members in the category of this section. Should there be no applicants for these funds, the money will be released to other applicants who qualify.

Section 10. Selections. All applications for financial assistance are reviewed and selections made by the Oregon Student Assistance Commission.

Section 11. The Membership Advantages Committee is responsible for dealing with scholarship issues and making recommendations to the Board. *(Section 11 Revised: BOD Meeting 2.2.21)*

## **ARTICLE XIX (AP&P) POLITICAL CANDIDATES**

No subdivision, group or any person representing the Union shall involve any political candidate or political figure not endorsed by the Union in any official function or any activity connected with the Union unless they have permission from Citizen Action for Political Education (CAPE).

The Union's Board of Directors is granted authority to make all endorsements for candidate races except where authority rests with the SEIU Oregon State Council (statewide elected officials and federal candidates).

## **ARTICLE XX (AP&P) SEIU OREGON STATE COUNCIL AND LABOR COUNCILS**

Section 1. Participation. No subdivision of the Union shall join or participate in any Labor Council without prior approval of the Board of Directors.

Section 2. Approval. Any Director may petition the Board for approval and shall provide:

- (a) Number of members;
- (b) Per capita costs;
- (c) Number of seats on the council;
- (d) When voting rights are obtainable;
- (e) Area the council covers; and
- (f) Copy of the council's constitution and bylaws.

Approval shall be by individual council.

Section 3. Membership on Labor Councils. The delegates to Labor Councils shall be Union or staff members of the Union. Labor Council delegates shall be recruited by the Directors, subject to approval by the Board. The Union shall provide the Director(s) with a list of labor councils for which they are responsible for recruiting delegates. *(UO #3/1994)*

- (a) Only staff members who work or reside in the geographic region may represent the membership on a Labor Council.
- (b) Labor Council members may be removed for cause, which includes nonattendance of at least three (3) consecutive Labor Council meetings, and other such conduct in accordance with the Union's Bylaws.
- (c) Terms of office of a Labor Council delegate will follow the labor council's constitution and bylaws. Unless otherwise stated in the council's constitution and bylaws, there will be no limit on the number of terms a delegate can be elected.

Section 4. Funding. The General Fund shall provide the per-capita cost, or such other special payment arrangement as agreed upon by the Board of Directors, by a motion at a regular meeting of the Board of Directors.

Section 5. SEIU Oregon State Council.

- (a) Delegates. The Union President and the Executive Director or designee shall serve as delegates to the SEIU Oregon State Council. Delegates to the Oregon State Council will take their direction from the Board.
- (b) Removal or Replacement.
  - 1. Removal will be by a two-thirds (2/3) vote of the Union Board of Directors.
  - 2. In the event of a vacancy, the Board shall fill the position at the next Board meeting, to complete the unexpired term.

## **ARTICLE XXI (AP&P) POLICY FOR USE OF STRIKE FUNDS**

Section 1. Strike Benefits Fund.

The Union shall maintain a Strike Benefits Fund for the purpose of providing striking workers who actively engage in strike activities a cash stipend during a strike.

- (a) Each month thirty cents (\$.30) per each dues and fair share payment shall be placed

in the Strike Benefits Fund as provided in the Bylaws. *(Section 1(a) Revised: UO #5/2018)*

(b) The Hardship Committee shall recommend to the Board of Directors the specific eligibility criteria and the amount of the stipend taking into consideration the amount available in the fund and the expected duration of the strike. The maximum stipend amount shall be the same for every eligible striker.

(c) Strike Benefits Fund expenditures are limited to paying benefits to strikers as established by the Board of Directors. The Hardship Committee shall reasonably interpret and implement the Board's established criteria.

(d) Prior to a Board of Directors meeting, the Executive Committee may consider Hardship Committee recommendations, establish Strike Fund eligibility criteria, and decide questions about implementation of criteria established by the Board or the Executive Committee.

*(2020 GC R1-R3)*

## Section 2. Strike and Job Protection Fund.

(a) Each month ten cents (\$.10) per each dues and fair share payment shall be placed into the Strike and Job Protection Fund as provided in the Bylaws. *(Section 2(a) Revised: UO #5/2018)*

(b) The Board may authorize, by a 2/3 vote transfers or expenditures from the Strike and Job Protection Fund, activities for the purposes of mounting campaigns to increase union membership, organize unorganized workers, contract campaigns, including strike preparations and strikes, and ballot measure campaigns. Total transfers or expenditures for ballot measures or new organizing campaigns shall not exceed 50% of the total fund balance.

*(ER #3/2016)*

## **ARTICLE XXII (AP&P) ISSUES FUND**

Dues Assessment/Issues Fund. There shall be an on-going dues assessment dedicated to promoting and defending the interests of the membership through public issue campaigns including ballot measures. The amount, as determined by the Board, is not to exceed \$3.00/month (pro-rated for part-time employees); the issues and initiative deduction will be suspended when the fund balance reaches \$1.5 million and resumes again when the fund spends down to \$500,000. *(UO #10/1998)*

## **ARTICLE XXIII (AP&P) INVESTMENT GUIDELINES**

### Section 1. Social & Economic Considerations.

(a) Purchase instruments that create jobs and develop the Oregon and American economy; attempt to avoid making investments that tend to drain capital from the United States or finance repressive foreign regimes;

(b) Do not knowingly invest in the obligations of corporations that consistently violate statutes enforced by or regulations of the National Labor Relations Board or the Equal Employment Opportunity Commission;

(c) Do not knowingly invest in obligations of firms that appear on the national AFL-CIO "Do Not Patronize" list;

(d) Do not knowingly invest in obligations of corporations that encourage privatization of governmental work; and

(e) Invest a minimum of 25% of the total portfolio in socially responsible funds that focus on broad-based environmental, social and governance criteria in keeping with SEIU 503's mission and principles. *(Section 1(e) Adopted by UO #1/2018)*



Section 2. Authorizes the Establishment of Investment Accounts. The President, Secretary, Treasurer, Executive Director, Finance Director, and the Operations Director are authorized to be signatories, any two (2) of which may sign to move funds to any accounts, where necessary, to make investments. The four (4) above identified persons are given authority to open accounts where necessary for investments. Any accounts opened under this Article of the AP&P are to be identified at the next regularly scheduled Union Finance Committee meeting and listed in the minutes. The operational accounts will continue as recognized by Union Finance Committee and Board action. *(Section 2 Revised: BOD Meeting 5.18.19)*

Section 3. Union Finance Committee Responsible for Monitoring Investments. The Union Finance Committee is responsible to monitor the activities of investments of Union funds in order to assure compliance with the policies of this Article. The Union Finance Committee is authorized to obtain the services of an investment advisor to assist in the performance of these responsibilities.

#### **ARTICLE XXIV (AP&P) OATH OF OFFICE**

The oath of office for new officers is as follows:

"I do hereby solemnly affirm that I will faithfully discharge the duties of the office to which I have been elected according to the Bylaws of the SEIU Local 503, Oregon Public Employees Union to the best of my ability."

#### **ARTICLE XXV (AP&P) MEMBER LEADERSHIP DEVELOPMENT**

The Union is committed to developing rank and file member leaders. Each staff organizer is responsible for identifying, recruiting and developing leaders as a core duty of their position. The Union will continue leadership development through a combination of 1-1 skills assessments, mentoring and training programs in areas such as political power, organizing, communication skills and contract enforcement. Member leaders will work with their organizers to design and implement development plans that meet their individual needs. *(MA #2/2012)*

#### **ARTICLE XXVI (AP&P) COMMUNICATION GUIDELINES**

Section 1. The following statement of criteria will be published by the Union once each year for use by Locals in setting editorial policies.

- (a) The purpose of all forms of Union mass communication, such as newsletters and email alerts, is to communicate Union policy and information to our membership.
- (b) In order to facilitate open discussion, Locals may disseminate signed guest commentaries such as op-ed columns and letters regarding Union policies. An attempt should be made to present a balanced viewpoint when there are multiple submissions.
- (c) Anonymous letters will not be published.
- (d) Signatures may be withheld, if requested for a justifiable reason such as the possibility that the content could endanger the writer in relation to reputation, the job, or personally. In all other cases, letters must include the writer's name.
- (e) Articles bearing pseudonyms will not be published.



Section 2. The Union shall ensure that its website and all announcements, updates, and other communications are accessible to members who are blind or visually impaired to the greatest degree possible. This includes but is not limited to the use of electronic media that are compatible with the use of a screen reader or other assistive device. To the extent permitted by law, accessible electronic ballots shall also be made available for all Union elections to ensure blind or visually impaired members can participate in the voting process independently without assistance from a sighted person.

## **ARTICLE XXVII (AP&P) TELEPHONIC MEETINGS**

Special Meetings of the Union and all subordinate governing bodies may be held by telephone conferences subject to the following:

- (a) A majority of the members requested to attend the meeting shall have access to the appropriate telephonic meeting media, as verified by their response to a call for any particular meeting. The technology used for the telephonic meetings shall allow the members full access to and full participation in all meeting transactions, either continuously or intermittently throughout the specified time of the meeting.
- (b) The affirmative vote of a majority of the quorum shall be the minimum vote requirement for the adoption of any motion. A majority of the votes cast, or a greater proportion as indicated by the adopted Parliamentary Authority, shall be necessary for the adoption of motions.
- (c) Procedural rules related to the conduct of telephonic meetings shall be established and promulgated by the governing body wishing to conduct such meetings.

## **ARTICLE XXVIII (AP&P) ELECTION ADMINISTRATION**

Section 1. The Board of Directors shall retain the right to amend all provisions of this article to provide flexibility with changing technology, staffing, or vendor requirements to administer elections. *(BL #4/2022)*

Section 2. Sub-local Elections. The Union shall provide elected Local leaders at least thirty days to determine their election method. If no method is selected, the lowest cost option for the sub-local shall be chosen. An election vendor may be utilized if requested by the sub-local or as directed by the Executive Director or Board of Directors. The Board of Directors shall create a process if using a third-party vendor to add clarity and language to ensure communications are identified as SEIU elections for balloting purposes. *(BL #4/2022)*

**APPENDIX 1**  
**(See Article VI, Section 1 of the AP&P)**

**Recommendations from the Member Committee on Mileage, Lodging, and Travel Costs Savings:**

The following are the Committee's recommendations for increasing the use of remote access technologies within the Union to:

- save money on mileage, food, and lodging costs, and
- increase opportunities for engagement in union leadership bodies by members who live far from Portland and Salem:

**A. Standardize our approach for Remote Access. Adopt five main "Remote Access Tools"** as the primary and standard ones we will be using. Our suggested list of 5 tools would be:

- Telephone Conference Calls (using discounted union conference call lines)\*
- Field Office-based video conferencing (VCon)
- WebEx video conferencing & sharing materials via shared screens
- Skype video conferencing
- Google Hangouts video & sharing laptop conferencing
- Combining a few may be the best to utilize optimum efficiency

**B. Collect and store more contact info.** In addition to other contact information, keep information in the SEIU 503 membership database (MDB) on Gmail addresses (for Google Hangout) and Skype names (for Skype). Gather this information primarily from Union Leaders (as opposed to the entire membership) – such as Committee members, Board members, SW and Local Officers, Stewards, etc. – because these are the members most likely to be participants in remote-access meetings.

**C. Give new contact data and instructions to new leadership.** Whenever a change in leadership occurs provide Local Presidents, Committee Chairs, and Union Statewide Officers with rosters for their committees/groups that include the additional contact info. Establish a protocol for the information when needing to update information. Also, provide instruction sheets to groups leaders/chairs and ask that they take responsibility for bringing their committee members up to speed on how to use remote access (with the help of those more familiar with tech stuff on or off their committees, as necessary). Organizers should be tasked with promoting remote access in locals as well. Some steps leaders of groups should take toward these ends are:

- have committee members fill out contact info gaps in the rosters,
- make testing of remote access options with their groups a priority in one or more of the first two or three meetings (and establish the default method for the group to use); and
- provide helpful (but basic) advice and instructions sheets on how to set up the 5 standard remote-access possibilities; and
- promote expanded use of remote-access tools, (such as document-sharing options) so they can be used to their fullest potential.

**D. Establish an organizational “Remote Access” default or norm:** Our Committee recommends the norm should be that meetings will generally be attended through remote access (by anyone beyond 1 hour away), unless they are determined by the leadership of the group (or through discussion with the leadership), to require in-person attendance. This Committee also recommends that, to the extent practicable, the union make a practice of having workshops for staff and union leaders on the use of remote access technologies at union events. Additional guidelines to help clarify the organizational norm, include:

- A. "Don't drive to a meeting if the round-trip traveling will take longer than the duration of the scheduled meeting."
- B. "Establish a norm/default that all meetings will have remote-access possibilities for anyone that needs it. (E.g.: Always make a WebEx or conference call reservation, and send info out to everyone regardless of their plans for attendance.) Videoing or calling in is encouraged, except when noted otherwise."
- C. "If some agenda items will 'require' the in-person presence of committee members, chairs should attempt to consolidate all such items into one meeting, if possible."
- D. "Follow existing Union guidelines as delineated in our Bylaws and AP&Ps to avoid the need for lodging where possible, but in a fair way - and make sure committee members know what they are." E.g.: Set meeting start for morning travel not to begin before 7 am and stop times to allow time to travel home to arrive by 9 pm.
- E. "Committee chairs should consider moving meetings to the location that's best-suited for cost-savings based on committee membership and attendance."
- F. "When new groups are formed, ask union staff for a committee meeting cost-analysis based on travel distances and costs of remote-access tools to share with the committee members.
- G. "To make the remote-access experience as productive and pleasant as possible, groups should adopt some general rules of conduct for their remote-access meetings. These may vary, but some commonly used rules include:
  - a. Facilitator should inform participants via email of the date, time and agenda for the meeting. Included in the invite would be:
    - i. call in numbers for those attending by phone. (Example AT&T conferencing.)
    - ii. add an opportunity for all committee members to introduce themselves to each other - for example with a brief bio or by answering a couple of interesting questions - so as to establish a better relationship with each other even though the meetings are remote-access.
    - iii. during conferences, touch base often with video/phone participants to allow them to add comments/suggestions. restate questions from the audience, to ensure all participants are able to hear and understand the questions asked, and restate the answer if needed.
  - b. When attending by video:
    - i. please test conferencing equipment before the date of conference, if possible
    - ii. turn on equipment 15 - 30 minutes early to address any technology issues

if a number is available to call for technological support (even if only from another Committee member), the Chairperson should provide it to everyone in advance

- iii. advise participants they can use a phone conference line in the case of video working, but not audio. (Provide the phone conference line info with the invitation (see above)).

c. **For all participants:**

- i. work to ensure ALL participants have opportunities for participation, and that no one person - whether part of the membership of the committee, or staff, or the chairperson - alone dominates the meeting.
- ii. mute the mic on your end (when you're not talking).
- iii. raise your hand (in front of the camera) when you would like to speak (if on video)
- iv. give phone participants a 'sign' to use to speak (some type of way to be heard, e.g. "say your name, and wait to be recognized")

d. **In face-to-face meetings, or in video conferences:**

- i. no side-bars in main room where meeting is taking place.
- ii. have people in main room understand the importance of not shuffling papers near the mic, and ask the person speaking to speak up as often if they are not near the mic they are hard to hear.

*Notes: \* Reservations for time on one of the three SEIU 503 discounted telephone conference call lines can be made through an organizer or by calling the organizing assistant of the nearest SEIU 503 field office.*

## END OF APPENDIX 1