

Proposed Constitutional Amendments and Resolutions



24th International
SEIU Convention 08 • San Juan, Puerto Rico

Strikeout indicates language deleted
Underline indicates language added

Article XV
DUTIES OF LOCAL UNIONS

Amend Section 18 of Article XV regarding funding for the Union's political education and action program:

Section 18a. Every U.S. Local Union shall contribute an annual amount equivalent to at least ~~\$7.20~~ \$6.00 per member per year, or as determined annually by the International Executive Board, to support the overall SEIU political education and action program. ~~to be allocated between the International, state councils and local unions as determined by the International Executive Board on an annual basis. This amount can be comprised of local union funds, voluntary member contributions to C.O.P.E. This annual SEIU COPE COPE or a designated organization approved by the International President or a combination thereof. A goal of every local union shall be to enroll and maintain at least 20 percent of its members as voluntary participants in an employer check off or regular deduction program assigned to SEIU C.O.P.E. or to an organization approved by the International President.~~ All contributions to SEIU C.O.P.E. collected by local unions shall be sent to SEIU C.O.P.E. Any contributions in excess of ~~\$3.60~~ \$6.00 per member per year or such other amount as determined by the International Executive Board shall be returned to the local union for its political program. If a Local Union fails to meet its annual SEIU COPE fundraising obligation, it shall contribute an amount in local union funds equal to the deficiency plus 50%, or such other amount determined by the International Executive Board, to support the overall SEIU political education and action program.

b. A goal of every local union shall be to enroll and maintain at least 20 percent of its members as voluntary participants in an employer check-off or regular deduction program assigned to SEIU C.O.P.E. or to an organization approved by the International President.

Handwritten notes:
Mandatory \$6.00 per member per year
Penalty for deficiency = 50%
Guome voting after she looked at how the
Cathy yes
Guome did not vote
Brent
Cathy is slated to be not really
This doesn't apply to us not really
SUBMITTED BY INTERNATIONAL EXECUTIVE BOARD; REFERRED TO: Laws Committee

AFFILIATION AGREEMENT

Between

SERVICE EMPLOYEES INTERNATIONAL UNION

And

UNION OF CALIFORNIA STATE WORKERS

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AFFILIATION AGREEMENT

Between

SERVICE EMPLOYEES INTERNATIONAL UNION

And

UNION OF CALIFORNIA STATE WORKERS

This Agreement is entered into by the Service Employees International Union, AFL-CIO, CLC (hereafter referred to as SEIU) and the Union of California State Workers (hereinafter referred to as UCSW) for the purpose of affiliating these two labor organizations and setting forth the goals and understandings which have brought about this affiliation. This is the sole and complete Agreement between the parties with respect to the terms of their affiliation and is intended to be binding upon them and their successors until modified or amended by mutual Agreement or by the operation of law.

ARTICLE I. GOALS AND INTERESTS OF THE PARTIES

A. *Joint Partnership*

SEIU is an international labor union strongly committed to growth of its membership as the key to achieving its broader mission to improve the lives of working people and their families and to lead the way to a more just and humane society. As a growing, dynamic union, SEIU is committed to the principle of organizing workers and servicing its members through supporting the efforts of its locals, and has long maintained a tradition of local autonomy which recognizes the right of its locals to direct their own organization.

UCSW shares SEIU's goals. UCSW is an organization which aggressively and capably organizes and represents its members. UCSW is proud of its traditions and values its freedom to control the decisions that affect its members, and further believes it benefits from the organizing potential and the added political, legislative and agency influence and solidarity which derives from its affiliation with SEIU.

SEIU and UCSW are committed to creating an organizing and political partnership that will allow each to grow and benefit from the combination of their individual resources and strength. SEIU and UCSW agree that economic and social justice, a voice on the job and in society, secure jobs with the opportunity to advance, and dignity and respect for workers, active and retired, are guiding values. SEIU and UCSW share a vision that in a world that is changing fast, unions must be dynamic and act boldly to represent members. SEIU and UCSW agree that (1) by organizing on a large scale, we can win better wages, benefits and working conditions for our members; (2) by building political power and holding political leaders accountable we can influence public policy and champion issues of concern to our members; and (3) by uniting together we can better assure our members' involvement in the decisions that affect their jobs, lives and communities. Stronger together, SEIU and UCSW intend to create

a more just and humane society.

B. *New Strength Unity Plan*

Delegates to the SEIU 2000 Convention passed the New Strength Unity Plan to guide the work of the Union. UCSW endorses and supports the principles of the New Strength Unity Plan, including:

BUILDING STRENGTH THROUGH MEMBERSHIP UNITY. Through an expanded membership involvement program and a major increase in communication and union education, we will make sure members have the information and training to help solve problems at the workplace, win better contracts, hold politicians accountable, and reach potential new members.

NEW COORDINATION AMONG SEIU LOCAL UNIONS. SEIU local unions will not have to stand alone but will work together to develop state, regional, national, and industry strategies to win better pay, benefits, and security. Locals will pool some of their resources in a national Unity Fund for joint strategies and mutual support.

GREATER ACCOUNTABILITY TO EACH OTHER. Local unions will jointly set high performance standards for winning better contracts, communicating with members, holding public officials accountable, and uniting all workers who do the same type of work. Every member will receive a report each year on what is achieved under the New Strength Unity Plan.

UNITING ALL WORKERS WHO DO THE SAME TYPE OF WORK. We will increase members' bargaining strength by bringing into the union many more workers who are in the same sectors or do the same kind of work. We also will launch a massive effort to pressure employers not to interfere with workers' freedom to choose a voice at work by forming a union.

HOLDING POLITICIANS ACCOUNTABLE ON ISSUES IMPORTANT TO WORKING PEOPLE. Locals will train stewards, delegates, and member political organizers to lead a year-round program to involve members in making public officials listen to working families.

MORE USE OF NEW TECHNOLOGY. The union will use new tools like the Internet for communication with members and research on employers, and will help make sure that every member has access to an affordable computer and the Internet.

ARTICLE II. NAME AND STATUS

A. *Local Charter*

Pursuant to the terms of the SEIU/California State Employees Association Affiliation Agreement, the UCSW is currently affiliated with and a part of SEIU. SEIU has issued a charter to UCSW in the name of SEIU Local 1000 (UCSW) (Union Of California State Workers) AFL-CIO, and UCSW shall be known as SEIU Local 1000 (UCSW). UCSW members, as a benefit of the affiliation, are members of SEIU and the AFL-CIO with all ensuing rights and privileges. This agreement creates a new relationship. As permitted under its own Bylaws, UCSW shall continue to have the right to charter its own subordinate bodies. Members of subordinate bodies shall be considered members of SEIU Local 1000 (UCSW) under this affiliation agreement and SEIU's Constitution and Bylaws, subject to the requirements therein.

B. UCSW's Legal Status

SEIU recognizes that UCSW is a non-profit corporation organized under the laws of the State of California and that it is subject to applicable existing and future laws by reason of such status. Nothing in this Affiliation Agreement is intended to change or otherwise impact on such status.

C. UCSW's Assets and Liabilities

All assets, including, real and personal property and financial rights of any amount, nature or description (including, without limitation, interest and dividends earned on assets), currently held or acquired in the future by UCSW shall remain the assets of UCSW and the UCSW will retain sole responsibility for all existing and contingent liabilities, debts and other obligations and any other expenditures necessary to operate the UCSW. In the event of any disaffiliation of UCSW from SEIU, UCSW shall retain all its assets and property.

D. Collective Bargaining Representative

UCSW will continue as representative of and signatory to all collective bargaining agreements covering employees for whom the UCSW, or its predecessor, was the bargaining agent prior to this affiliation agreement. SEIU will assist in the defense of any employer challenges to the representative status of any bargaining unit that may be lodged as a consequence of the affiliation of the UCSW with SEIU.

E. Affiliation with AFL and SEIU Councils

UCSW shall affiliate with the California State Council and shall have the right to affiliate with any other appropriate intermediary body of SEIU. Its affiliation with such organizations shall be under the same conditions as other locals. SEIU encourages UCSW to affiliate with any state or local bodies of the AFL-CIO operating in the geographic region in which it is headquartered. Notwithstanding the above, UCSW's obligation to pay per capita payments to the SEIU California State Council shall not exceed 34 cents/member as of the date of the signing of this Agreement. Should the SEIU California State Council increase its current full per capita rate, UCSW's obligation to pay per capita payments shall not increase by more than one-half of the amount of such increase and in no event by more than twenty-five percent (25%) of the per capita UCSW is obligated to pay immediately prior to such increase. If the legislative programs of UCSW and the SEIU California State Council are subsequently merged, the parties agree to negotiate regarding the amount of per capita UCSW will thereafter pay to the SEIU California State Council.

Notwithstanding the above, UCSW may, in its sole discretion, make greater payments to the SEIU California State Council than it is obligated to pay under this Affiliation Agreement. In the event that UCSW pays additional amounts to the SEIU California State Council, the parties agree that such payments are voluntary, will not be construed to modify the terms of this Affiliation Agreement, and will create no legal obligation on the part of UCSW to continue such additional voluntary payments. However, in the event that UCSW decides to discontinue or reduce additional voluntary payments being made to the SEIU California State Council, UCSW agrees to give the SEIU California State Council 120 days prior written notice of such action.

ARTICLE III. LOCAL AUTONOMY

A. Governance

UCSW, as well as any of its subordinate bodies, shall continue to be governed by the UCSW Bylaws. SEIU recognizes and accepts the UCSW's Bylaws as they currently exist and as they may be lawfully amended. SEIU may, upon review of the UCSW's Bylaws or any amendments, report to the UCSW Council its findings regarding conformance of the Bylaws or amendments with SEIU's Constitution and Bylaws. UCSW recognizes and accepts SEIU's Constitution and Bylaws, as they currently exist and as they may be lawfully amended, except as to those provisions that are inconsistent with the terms of this Affiliation Agreement.

B. Budget

The UCSW shall have authority to establish its own operating and investment budget provisions. UCSW shall have full autonomy to expend funds and revenues as it determines to be appropriate and as accords with its legal obligations.

C. Employees and Staff

UCSW shall have full autonomy to select, retain and set policies for its own employees and staff including retaining professional services from accountants, attorneys, and others, and to negotiate terms of any service agreement with the California State Employees Association (CSEA).

D. Political Activities

SEIU and UCSW shall endeavor to work together, to cooperate, and to act in unison in promoting candidates and political positions for mutual benefit. The UCSW agrees not to maintain a federal political action committee. The UCSW will cooperate with the California State Council in endorsing candidates. SEIU agrees that CSEA's Employees Political Information Committee or similar committee fulfills the requirement in Article XV Section 15 of the International Constitution for a committee on political education.

E. Membership

UCSW shall continue to have sole power to determine eligibility for UCSW membership, subject only to the limitations in the CSEA Bylaws. For purposes of SEIU membership and rights under the SEIU Constitution, this right is limited by the requirements of the SEIU Constitution and the provisions of this Agreement, and the terms of any applicable state or federal law.

F. Eligibility for Union Office

UCSW shall continue to be the sole judge of eligibility for election to office in UCSW, subject to applicable law, but eligibility for election to SEIU delegate or SEIU office shall be in compliance with the SEIU Constitution and applicable state and federal law.

G. UCSW Disputes

UCSW shall retain its right to adjudicate internal UCSW disputes, subject only to SEIU's review to assure that UCSW's disciplinary procedures are in compliance with due process as defined by applicable provisions of the SEIU Constitution.

H. Support for Other SEIU Locals and Other Unions

UCSW is encouraged to support economic or strike sanctions of other locals and other unions, but at no time will UCSW or its members be required to strike or take any other action in support of such activities.

ARTICLE IV. SEIU SERVICES TO UCSW

A. Commitment of Services

SEIU maintains a large and skilled staff and has developed relationships with many types of consultants to provide organizing and servicing resource support to the locals of SEIU. Pursuant to the affiliation agreement, SEIU will make available to UCSW all the services and organizing support and grants as provided to other locals from the International Union.

Services provided to its locals by SEIU include but are not limited to: education and training, legal services, help for local union administration, support in developing strategic bargaining campaigns, work site safety and health concerns, public relations, information and printed or related materials to members, organizing assistance and grants, technical help in developing programs of internal organizing and leadership development, research assistance in analyzing State budgets, help in developing political programs, membership benefit programs, and staff assistance to help out during extraordinary times when unexpected problems or opportunities arise.

B. Organizing Assistance

SEIU is committed to helping UCSW build the best organizing program possible. SEIU will assist UCSW in meeting the standards of the SEIU "Bold Action" organizing program aimed at developing an organizing plan with appropriate resources, and recruiting and/or training an organizing director and staff. Local unions must normally meet these standards to become eligible to receive staff and resource assistance in developing strategic targets and conducting organizing campaigns. In conjunction with SEIU's organizing program, SEIU's organizing subsidy program will be made available to UCSW on the same basis as it is made available to other SEIU locals.

C. SEIU Pension Plan

The SEIU shall make available the SEIU Affiliates' Officers and Employees Pension Plan for participation of the UCSW, at its option, and will undertake to coordinate any necessary meetings or discussions between UCSW and the Pension Plan representatives needed to further planning for such participation. Unless UCSW agrees to participate in the SEIU Affiliates' Officers and Employees Pension Plan, SEIU waives the provisions of Article XX, section 8 of its Constitution as now constituted or as may be amended as to the subject matter contained therein.

D. Public Retirement System

SEIU and UCSW shall work together to improve the benefits available to UCSW members. SEIU agrees that it shall not take any public or private position that would seek to amend or modify the retirement or health benefits provided to state employees and retirees through any of the California public employee retirement systems and/or the California Department of Personnel Administration in such a manner that would result in lessening such benefits. SEIU further agrees that it shall take no public or private position respecting the composition of the Public Employees' Retirement System Board of Administration that is in conflict with the position of UCSW as to the election of the two (2) at-large members, the state employee member and the retiree member elected by the participants of the system. In the event that UCSW and another SEIU Local Union have a conflict on any retirement matter, SEIU shall use its best efforts to resolve the conflict.

ARTICLE V. JURISDICTIONAL PROTECTIONS RESULTING FROM AFFILIATION

SEIU fully commits to protect UCSW's jurisdiction and its bargaining relationships against challenges from other labor organizations. SEIU will at its own expense ensure that the UCSW and its subordinate bodies are provided full protection under Articles XX and XXI of the AFL-CIO Constitution. UCSW and its subordinate bodies in return promise that they will comply with the provisions of Articles XX and XXI of the AFL-CIO Constitution and any decisions and orders thereunder.

ARTICLE VI. FINANCIAL RESPONSIBILITIES

A. Per Capita Tax

Effective upon the first month of this agreement, UCSW will remit monthly per capita payments, including the Unity Fund portion, to SEIU on each of its members, in collective bargaining units, as provided in the SEIU Constitution. Payment shall be due by the 15th of the month following the collection, with the first payment due on or before February 15, 2004. SEIU shall pay the AFL-CIO per capita payments on behalf of UCSW members and fee payers from the per capita payment specified in this Section. There shall be no initiation fee required by SEIU of UCSW members. UCSW will permit SEIU to conduct such examinations or audit of UCSW's financial records as is reasonably necessary to verify the basis and amount of per capita tax paid by UCSW to SEIU or any subordinate body.

ARTICLE VII. JURISDICTION

UCSW shall have exclusive jurisdiction for all rank and file employees of the State of California in the State Civil Service. In addition, UCSW can organize new units subject to SEIU's jurisdictional determination. As to jurisdiction over new units of employees who are not rank and file employees of the State of California, SEIU shall give weight to the policy of "following the work" in assigning jurisdiction.

ARTICLE VIII. SETTLEMENT OF DISPUTES BETWEEN SEIU AND UCSW

The only means of settlement of disputes concerning the interpretation,

application, and enforcement of the terms of this agreement shall be as provided in this Article. In addition, the procedures in this Article shall be utilized if SEIU receives a legitimate complaint from a UCSW member that UCSW is not abiding by its responsibilities to effectively enforce its collective bargaining responsibilities, maintain democratic internal procedures, and/or assure fiduciary accountability and responsibility.

A. *Good Faith Discussions*

The parties shall meet and engage in good faith discussions in which each party shall attempt to share all information it has concerning the issue.

B. *Mediation/Arbitration*

In the event that the dispute is not settled by good faith discussions, then either party may request mediation and arbitration. Such proceedings shall be expedited at the request of either party. If the parties are unable to agree on the choice of a mediator within ten days, the services and procedures of the American Arbitration Association shall be utilized to select a mediator. The selected person shall then attempt to mediate the dispute, but, if convinced that parties will not reach agreement voluntarily, shall refer the matter to an arbitrator selected by mutual agreement of the parties or through the processes of the American Arbitration Association. The arbitrator shall conduct hearings and be authorized to make final determinations which shall be binding on the parties, except as provided herein. Each party shall be responsible for compensating its own representatives and witnesses. The costs of any transcripts or arbitrators' fees shall be borne equally by the parties.

In the event of a finding or ruling that UCSW or SEIU is not in compliance with an arbitrator's decision, the arbitrator may order such remedy or remedies as the arbitrator deems appropriate until the arbitrator finds UCSW or SEIU in complete compliance. In no event shall an arbitrator order a trusteeship of UCSW.

In the event of a finding or ruling that UCSW has failed to effectively enforce its collective bargaining responsibilities, maintain democratic internal procedures, assure fiduciary accountability and responsibility, and/or remedy a per capita delinquency, and a finding or ruling by the arbitrator of a failure by UCSW to comply with the remedies ordered by the arbitrator in a reasonable time, SEIU may institute legal action against UCSW to enforce the decision of the arbitrator. In addition, SEIU may file charges under the International Constitution against the individuals who have been negligent with respect to their obligations as officers; submit the report of the arbitrator to the appropriate government agency; or suspend or revoke the charter of UCSW.

In the event of a finding or ruling that SEIU has failed to meet its responsibilities under Article II B (UCSW's Legal Status), Article III (Local Autonomy), Article V (Jurisdictional Protection), Article VI (Financial Responsibilities), and/or Article VII (Jurisdiction), and a finding by the arbitrator of a failure by SEIU to comply with remedies ordered by the arbitrator in a reasonable time, UCSW may disaffiliate from SEIU and any other affiliate bodies of SEIU upon a majority vote of UCSW General Council delegates at a regular or special meeting of the UCSW General Council delegates or by written mail ballot. At least ninety days prior to any such vote,

representatives of SEIU will have an opportunity to communicate orally and in writing with the UCSW Council and the UCSW General Council delegates and members on the subject of the disaffiliation. UCSW agrees to cooperate with SEIU in connection with such communications, including by providing names and addresses of delegates and members and working with SEIU to schedule regional meetings and to encourage delegates and members to attend.

ARTICLE IX. UCSW REPRESENTATION IN SEIU GOVERNANCE

The SEIU Executive Board shall make every effort to see that UCSW representation on the International Executive Board shall continue. SEIU agrees to pay to UCSW the amount of compensation that would otherwise be provided to the UCSW representatives on the SEIU Executive Board. UCSW will utilize these funds only for the financial support of its representation within SEIU. UCSW will reimburse its representatives on the SEIU Executive Board for any additional costs above travel and per diem payments provided by SEIU.

ARTICLE X. WAIVERS

In accordance with and except as otherwise provided in this Affiliation Agreement, SEIU waives with respect to UCSW the following provisions of its Constitution as now constituted or as they may be amended as to the relevant subject matter: Article III, section 3(d) insofar as it concerns the authority of the International President and the International Executive Board to resolve disputes over membership in a Local Union; Article V, section 2 insofar as it concerns Local Union elections; Article VIII, sections 1(f), 2, 6 and 7; Article XI, section 3 and section 6 insofar as section 6 gives the International Executive Board authority to protect members of Local Unions; Article XIII, sections 6 and 7; Article XIV, section 3; Article XV, sections 2, 3 and 5, and section 13 insofar as section 13 refers to actions in the name of a Local Union; Article XVIII, sections 1 and 3; Article XXI; and Article XXV, insofar as it relates to the disaffiliation vote of a local union and reversion of property to SEIU upon disaffiliation.

SEIU agrees that all waivers of provisions of its Constitution contained in this Agreement or any like successor provision of its Constitution shall remain in full force and effect for the duration of this Agreement.

ARTICLE XI. APPLICABLE LAW

A. *Interpretation*

All matters pertaining to the validity, application, interpretation and effect of this Agreement shall be interpreted in accordance with the principles of law arising under Section 301 of the Labor Management Relations Act, 29 U.S.C. Section 185.

B. *Compliance with Law*

Both parties are committed to strict adherence to labor, anti-discrimination, tax, campaign finance, and all other applicable state and federal laws. UCSW and SEIU are hereby mutually committed to carry out all the activities discussed in this Agreement so as to comply with all applicable laws. If either party believes the other is carrying out

these activities in a fashion prohibited by law, then that party shall proceed under the terms of Article VIII of this Agreement, and if the arbitrator finds such violation it shall be deemed a violation of this Agreement.

C. No Third Party Rights

Unless expressly provided otherwise in this Affiliation Agreement, this agreement is not intended to create or establish rights of any parties other than the UCSW and SEIU, and any clause relating to the enforcement or interpretation of this agreement may be brought only by the parties signatory hereto, or their agents.

D. Severability

In the event that any provision of this Agreement is held to be invalid in a final judgment by any court; or by an arbitrator under Article VIII of this Agreement; or by interpretation by the AFL-CIO pursuant to Article XX or Article XXI of the AFL-CIO Constitution, which deprives either party of Article XX or XXI protection, such provision shall be severed from the Agreement and all other provisions of the agreement shall remain in force. The parties shall meet and renegotiate any such provision within 90 days of the date of the applicable decision.

ARTICLE XII. EFFECTIVE DATES

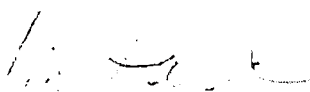
A. Starting Date

This affiliation agreement will become effective on the date that is has been approved by the UCSW Council and the SEIU Executive Board.


B. Duration of Agreement

This Agreement shall remain in effect until modified by mutual agreement of the parties.

For UNION OF CALIFORNIA STATE WORKERS:




Jim Hard
Title: President
Dated:

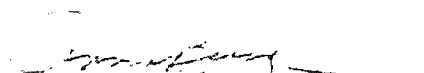


Cathy Hackett
Title: Secretary-Treasurer/Vice-President
Dated:

For SERVICE EMPLOYEES INTERNATIONAL UNION:



Andrew L. Stern
Title: President
Dated:



Anna Burger
Title: Secretary-Treasurer
Dated: 1/23/57

This agreement was approved by the SEIU Executive Board on
11.23, 2004.

This agreement was approved by the UCSW Council on January 5, 2005,
2004.