

**STATE EMPLOYEES' ASSOCIATION  
OF NEW HAMPSHIRE**

**SEIU LOCAL 1984  
CTW, CLC**

**BOARD OF DIRECTORS**

**POLICY MANUAL**



Effective: 2/21/19

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**SECTION I.  
RESPONSIBILITIES OF THE BOARD OF DIRECTORS**

- A. **Board Objectives:** Our every action as individual members, and as a group, should be motivated by a desire:
1. To uphold and defend the Constitution of the United States and of the State of New Hampshire and devote itself to the public welfare.
  2. To provide a medium through which all members may express their views on legislation and regulations affecting their employment.
  3. To effect cooperative effort of employees with all branches of government, political subdivisions, and employers on matters relative to employment.
  4. To promote good personnel practices.
  5. To promote good will and fellowship among the employees.
  6. To represent employees in collective bargaining.
- B. **Policy-Making:** The Board shall act as a policy-making body in accordance with the Constitution and shall delegate the administration of the Association to the President.

**1. Permanent Record of Policies.** (Adopted 12/31/2001)

The Board of Directors of Local 1984 shall create and maintain an official permanent record of all policies established by the action of the Board of Directors, the Council and the Convention.

Any policy adopted by the Board of Directors, from the date of the passage of this motion forward, shall be put into written form by the Secretary and distributed to Board members at their next regular meeting, for the Board's final review and agreement. Upon such review and agreement the official copy shall be placed in an official policy book.

As circumstances warrant, the Board may elect to establish and publish a policy in less than the normal meeting cycle. In no case may the Board establish policy without first putting the policy in written form and distributing it to all duly elected members of the Board for comment. The policy's final language may then be ratified by a majority vote of the Board in the time and manner agreed to by the Board.

All policies adopted by the Board, Council or Convention and entered into the official policy book shall be permanently numbered, in sequence of adoption, and show the date of enactment of the policy. Policies enacted, then subsequently revised, shall maintain their original date of enactment and include their date of revision. Policies discontinued shall maintain their original date of enactment and show their date of discontinuance.

Any Board policy adopted or in force, previous to the passage of this motion, shall be reviewed, accepted in whole, modified or rejected by the Board. Those policies accepted or

modified shall then be put into written form and entered into the official policy book as described above.

The Board shall decide the time frame and mechanism necessary for review and acceptance, modification or rejection of such previous policy of the Board, by their own deliberations, or in accordance with any direction of the Council or Convention.

Any Council or Convention policy adopted or in force, previous to the passage of this motion, shall be identified and entered into the official policy book as described above.

The Board shall decide the time frame and mechanism necessary for the identification of all current policy and the accuracy of said policy previously adopted by action of the Council or Convention. Inclusion of such policies in the official policy book, shall be by decision of the Board by their own deliberations, or with the assistance of the Council or Convention if warranted, or in accordance with any direction of the Council or Convention.

The official policy book shall be kept in the offices SEIU of Local 1984 and shall be open to inspection by any member or employee of SEIU Local 1984.

- C. **Board Authority**: The authority of the Board rests with the Board AS A WHOLE in legal sessions, NOT with the individual members of the Board.
- D. **Board Discussion**: The Board shall recognize the importance of keeping an open mind, so that decisions may be reached only after all sides of a question have been discussed.

1. Relating to employees job performance questions. (Adopted 1/17/01)

In all meetings or deliberations of the Board of Directors, the Board or its members shall restrict itself from discussing individual employees or their individual job performance, whether in open or executive session.

Issues of dissatisfaction with the job performance of any individual employee by any member or group of members of the Board of Directors shall be presented to the President of SEIU Local 1984, in written form.

The President shall upon receipt of such notice by a Board Member or group of Members, resolve the issue, or direct that it be dealt with by the appropriate supervisor of the employee(s) involved.

The President shall, after receiving such notice of dissatisfaction, inform the entire Board immediately, if the Board is in session, or at the next regular meeting of the Board, of the general issues of dissatisfaction and the expected time-frame for resolution of the matter.

If exigent circumstances warrant, the President shall inform the Board by phone, e-mail or other means at the President's disposal.

To maintain the integrity of the Board's role in the grievance process, any discussion between the President and members of the Board of Directors in regard to issues of dissatisfaction shall be as generic and as limited as possible.

Any member of the Board of Directors who believes, for any reason what-so-ever, that they could not in good conscience hear and sit in fair judgement of issues brought before them as an employee grievance, shall excuse themselves from any such proceedings.

A member of the Board may be challenged to withdraw from hearing and judging a grievance, by another member of the Board, if it is believed there is a conflict of interest or other pertinent reason that should disqualify that Board member. The issue shall be raised as a motion to disqualify. The motion to disqualify a Board member's participation shall be decided by a majority vote of the full Board of Directors.

- E. **Appraisal of Needs**: We accept the responsibility that is ours in attempting to continuously appraise the present and future needs of the Association as reflected through the adopted goals and objectives.
- F. **Board Interpretations**: We accept the responsibility to interpret the policies, aims and means of accomplishing the purposes of the Association.
- G. **Conflict of Interest**: We should be especially careful not to place ourselves in a position that would make our role incompatible as members of the Board when acting on Board matters; if there is a question of conflict of interests, Board members should disqualify themselves in voting on such matters.
- H. **Confidentiality**: Each member of the Board shall treat information which may adversely affect the reputation of any person or which may impair the effectiveness of the action in complete confidence.
- I. **Administration of Policies**: We recognize the advantages of clearly defined written policies for the Association. The President is held individually and directly responsible to the Board for the administration of all its policies, and for such other duties as may be assigned by the Board.  
We will give the President the authority commensurate with his/her responsibilities.  
We expect the Association to be staffed by the best trained technical and professional people it is possible to procure, within the means of the Association.  
We will hire professional employees only on the recommendation and approval of the President.  
We expect the President to keep the Board adequately informed and to present recommendations or Board action, either written or oral, supporting his/her recommendations.
- J. **Non-Discrimination**: The Board shall not discriminate on the basis of nationality, race, creed, sex, age, handicap, sexual orientation, or political affiliation.



**SECTION II.  
ORGANIZATION AND OPERATION OF THE BOARD OF DIRECTORS**

A. **Board Composition:** The Board of Directors shall consist of the following officers and directors:

| <u>Officers (6)</u>      | <u>Directors (13)</u>  |
|--------------------------|------------------------|
| President                | 10 State Employees     |
| First Vice-President     | 1 Municipal and County |
| Second Vice-President    | 1 Retired              |
| Secretary                | 1 Private Sector       |
| Treasurer                |                        |
| Immediate Past President |                        |

B. **Committees:** The Board shall determine which of the following standing committees shall be active for the year. Special committees may be created by a majority vote of the Board. The President of the Association, will recommend members to serve on the following committees subject advice and consent.

|                                 |                       |
|---------------------------------|-----------------------|
| Collective Bargaining Advisory  | Member Benefits       |
| Constitution and By-Laws        | Operation Santa Claus |
| Convention Arrangements         | Organization          |
| Ethics                          | Political Education   |
| Financial Advisory              | Retirement            |
| Grievance                       | Resolutions           |
| Honorary Membership             | Social Activities     |
| Information Technology Advisory | Steward               |
| Lavender Caucus                 |                       |

1. The President shall designate the chairperson of each committee.
2. The Board shall take action on committee responsibilities only after the committee has submitted their recommendations to the Board, unless two-third vote of Board to act as a committee of the whole.
3. The President shall instruct all chairs of all standing committees that the chairperson come before the Board for approval of projects prior to undertaking the project.
4. All committee members unable to attend meetings called by the Chairperson should call the SEA to be excused from the meeting.
5. Any committee member who misses two consecutive meetings and fails to be excused shall be reported to the Board of Directors for appropriate action.

C. **Labor Relations Conferences, Seminars, Meetings, Conventions:** The President of the Association shall recommend representatives to participate in conferences, meetings, training programs, conventions or related activities at Association expense subject to the approval of the Board.

D. **Meetings and Minutes:** The Board shall meet within 30 days following the annual convention and monthly thereafter.

1. A majority of the Board shall be nine members in good standing.
2. Except in emergencies, written notice of each meeting is expected from the President in advance of the appointed time.
3. Meetings will be held at the Association Headquarters or at any other designated location.
4. The President of the Association may vote on any issue, and his/her vote shall be the last vote cast.
5. Special meetings may be called by the President or upon such times as seems expedient to a majority of the directors.
6. An agenda shall be prepared by the President for each Board Member prior to the meeting. The agenda shall include:
  1. Call to Order
    - A) The first item of business at any Board meeting shall be a determination on the status of any Board member whose status may be in question. This shall continue until a final determination is made regarding the member's status according to the Constitution. (adopted 1/17/2002)
  2. Approval of Minutes
  3. Correspondence
  - A. REPORTS: (Standing Committees)
    1. Membership
    2. Financial
    3. President
  - B. SPECIAL REPORTS: (Ad Hoc Committees)
  - C. SPECIAL BUSINESS:
  - D. UNFINISHED BUSINESS:
  - E. GENERAL BUSINESS:
  - F. NEW BUSINESS:
  - G. ADJOURNMENT
7. Items will not be included for action of the Board at a meeting unless submitted to the President three (3) days preceding the meeting. A revised agenda will be distributed on the day of the meeting, if changes have been made in the original agenda. (Amended 7/9/09) (Amended 8/13/09)
8. No action shall be taken on matters not appearing on the written agenda distributed to the Board members at the time of the meeting without a two-thirds vote of the full membership of the Board. Nothing herein shall prevent Board members, or the President from bringing up non-agenda items for discussion so long as no action on said items is taken without a two-thirds vote of the full membership of the Board.
9. Motions shall be submitted in writing to the Secretary by the Board member making the motion prior to discussion or action upon upon the motion. (adoped 7/9/09)

10. Questions or statements that Board members wish to have read into the record shall be submitted in writing to the Secretary who shall read aloud the question and/or statement. (adopted 7/9/09)
11. The Board may go into Executive Session by a majority vote of the members. While in Executive Session, all participants located at a remote site shall discontinue any communications with the Board. Communications shall be restored upon exiting Executive Session. This restriction may be waived by a majority vote in extenuating circumstances, such as an expert providing testimony and/or advice from a distant site. Confidentiality and security of information must be assured. There shall be no electronic recording or transmitting of any kind of any portion of the proceedings. With the exception of the official note taker of Hearings outlined in Section II. I, below, and medical devices, all electronic recording and transmitting devices shall be turned off. Paper notes produced during executive session shall be collected at the conclusion of the session in question and treated as confidential information. (adopted 2/8/18)
12. The Board may, at its discretion, establish a curfew for regular and special Board meetings.
13. Unless a Board Member contacts the SEA office prior to the beginning of a Board meeting, then their absence will be considered unexcused.
14. E-POLLING POLICY (BOD adopted 7/8/04) (Amended 5/10/12)  
**DEFINITION:** An e-poll shall mean a poll or vote taken via e-mail or telephone as a duly constituted meeting of the SEA Board of Directors.

**USAGE:**

1. An e-poll may be used by the Board of Directors as a pre-arranged method to record a poll or vote on a specific motion
2. An e-poll may be at the call of the SEA President or First or Second Vice President or a majority of Directors due to an emergency or exigent time requirements to decide a question or approve an action outside of a regular meeting of the Directors and without prior adoption of a motion.
3. A deadline of at least 48 hours for a response shall be established.
4. The poll or vote shall be considered valid when at least a quorum of Directors have participated in the e-poll, and the deadline for response has passed.
5. The results of the e-poll shall be duly recorded in the minutes of the next monthly meeting.
6. An e-poll may not be utilized in personnel matters.

**VOTE INTERPRETATION:**

**PLANNED E-POLLS**

1. A simple majority vote of the Directors shall be required, during a regular Board meeting, to call for an e-poll vote.
2. A motion shall be adopted detailing the specific question to be voted on and specifying the time frame for the e-poll to be conducted.
3. The motion in question shall not be amendable during the e-poll.

4. The Directors may cast e-poll votes of yea or nay or abstention via email or telephone to the SEA President or his/her designee.
5. The motion shall be considered adopted upon a simple majority vote.
6. The President or his/her designee shall place a telephone call to all Directors who have not responded to the poll by one hour prior to the stated deadline. Documentation that a telephone call has been made shall satisfy this requirement.

#### **EMERGENCY E-POLLS**

1. The President or his/her designee shall place a telephone call to all Directors who have not responded to the poll by one hour prior to the stated deadline. Documentation that a telephone call has been made shall satisfy this requirement.
2. The motion in question shall not be amendable during the e-poll.
3. The Directors shall cast e-poll votes of yea or nay or abstention via e-mail or by telephone to the SEA President or his/her designee.
4. The motion shall be considered adopted upon a simple majority vote.
5. In response to an emergency e-poll, any Board Member may request an Emergency Board meeting to discuss the issue. Such a request must be made before the deadline. Such request will nullify the e-poll. Upon such request, the President will call an emergency board meeting for discussion and the decision on the issue, if any, will be made at the emergency meeting.
6. The President reserves the right to withdraw an emergency e-poll and call an emergency board meeting at any time before the deadline.

#### **CONSTITUTIONAL REFERENCE:**

Article VII section 2 (b):

The Board of Directors shall meet also at the call of the President of the Association or at such times as seem expedient to a majority of the Directors.

- E. **Annual Convention:** The annual convention of the Association shall be held between October 1 and November 15; the date and location of which shall be determined by the Board of Directors.
- F. **Actions, Decisions and Ethics:** The Board shall take action and make decisions only at a regular or special meeting.
1. No legal action can be taken except at a duly constituted meeting of the Board, and then only if a quorum is present and eligible to vote.
  2. Roll call vote shall be recorded in the affirmative unless otherwise noted by the secretary.
  3. The decision of the Board shall be binding until rescinded by the Board at a duly called regular meeting or special meeting.
  4. Request to appeal actions and decisions of the Board shall be subject to established procedures which are available at the Association's Headquarters.
- G. **Interested Members Attending Board Meetings:** Interested members are welcome to attend Board meetings and may participate in the discussion if recognized by the President. These

members who have suggestions, complaints, or grievances to discuss shall adhere to the established procedures which are available at the Association Headquarters.

H. **Authority of the Board:** The authority and power of the Board shall be carried out as outlined in the Constitution of the Association.

1. The Board shall approve employment of professional personnel upon the recommendation of the President. Such employees shall perform their duties under the supervision and direction of the President.
2. The Board shall prepare and adopt a budget and see that it is published for the annual convention. It shall be the responsibility of the treasurer to present this budget at the annual convention.
3. The Board may grant honorary membership in the Association. The vote shall be by secret ballot and must be carried by 3/4 of all members present at the meeting.
4. The Treasurer of the Association may invest surplus funds provided Board approval has been given.
5. The Board may approve affiliation of chapters within the Association. Such action will be contingent upon the guidelines established by the Board in determining the jurisdiction of said proposed chapter. Proposed chapter by-laws shall be reviewed by the Constitution and By-Laws Committee of the Association prior to final approval granted by the Board. (Section XV - Chapter Formation)

I. **Rules for Hearing Procedures:** (Adopted 2/15/07) These rules are designed to be followed during appeals, grievances, and any other employment issue brought forward to the SEA Board of Directors. Additional rules or suspension of all or portions of these rules, for expedient remedy of such labor disputes coming before the Board shall require a majority vote of the Board to amend or suspend. Amendment of these rules will be documented with the date of amendment and expiration date of such amendment. If a permanent change is approved by a vote of the Board, then it shall be duly noted as if a temporary amendment to the rules as stated above.

The intention of these rules is to allow the parties involved to openly discuss the issues in a respectful, dignified, and professional manner, so as to resolve the issues at the lowest possible level in the process.

#### General Organization

1. The Chairperson shall keep control of the proceedings. Anyone who becomes unruly can and shall be removed from the hearing. Refusal to leave will automatically require a recess until order is restored.
2. Anyone wishing to speak must be recognized by the Chairperson. Board Members may ask questions of either party during the session, however, before an inquiry is made the Board Member must be recognized by the Chair.
3. Any motions or requests from either party shall be brought before the Board prior to the beginning of arguments on the matter. A motion may be made during the course of the testimony and that motion shall be heard only by a majority vote of the Board.
4. Deliberations on all such matters will be done in executive session. All other parties who are not members of the Board shall be excused from such session.

5. Decisions of the Board may be made verbally or in writing at the time of the Board's meeting. All decisions shall be written by the Chairperson as directed by the Board, and delivered to each party within five (5) working days.
6. Right to representation - The appellant may present his or her own case or obtain representation.
7. Closed session - The proceedings shall be conducted in closed session unless the appellant requests otherwise. It shall be incumbent upon the appellant to notify the Chairperson that he/she wishes the proceedings to be open.
8. Questions before the board - In reaching its decision, the Board will consider all matters properly raised by the appellant or the appellee through argument or evidence:
  - (a) an act, decision, omission or delay which adversely affects the appellant;
  - (b) the appellant's and the appellee's interpretation of the law, rules, collective bargaining agreement, policies, or any past practice and the reasonableness and equitableness of the policies promulgated.

### Evidence

1. The Board shall not be bound by the rules of evidence.
2. The Board shall give effect to the rules of privilege recognized by law such as the lawyer-client privilege, husband-wife privilege, or doctor-patient privilege. However, a party who voluntarily discloses otherwise privileged information, or who has otherwise disclosed that information, shall be deemed to have waived that privilege.
3. The Board shall exclude any evidence that is irrelevant, immaterial, or unduly repetitious.
4. When parties are permitted to present live witness testimony, the board shall permit such direct and cross-examination as if necessary for a full and true disclosure of the facts.
5. The parties may produce and submit agreed upon statements of fact at any time prior to the close of the record of a hearing.
6. The board shall admit into the record all exhibits jointly filed, or offered without objection, where no disagreement exists between the parties with respect to the admissibility or authenticity of the exhibits being offered. The acceptance of exhibits that are contested shall be decided by a majority vote of the board.
7. A party who wishes to introduce document(s) into evidence shall present that evidence to all parties to the proceedings and the board in its original fashion.

### Hearings

1. The board shall convene full evidentiary hearings and permit live witness testimony, in the following appeals:
  - (a) Termination;
  - (b) Demotion;

(c) Suspension without pay; or

(d) Any other proceeding in which the credibility of a witness is material to the outcome of the appeal.

#### Opening and Closing Statements

1. Each party may make a brief opening statement before presenting the evidence in its case in chief. The party making the appeal shall be first in presenting an opening statement.
2. Each party may make a brief closing statement at the conclusion of the hearing. The party making the appeal shall be last in presenting a closing statement.
3. Either party may waive its right to present an opening statement or a closing statement.

#### Order of Presentation

In appeals to the Board, the party bearing the burden of proof in a matter shall present their evidence first.

### **SECTION III ORGANIZATION OBJECTIVES**

- A. ***Organizational Objectives***: Specific organizational objectives will be developed annually by the Board of Directors and staff of the Association. These objectives shall establish priorities for the ensuing year and serve to guide the efforts of the Board and staff in meeting their responsibilities.

**SECTION IV  
CODE OF ETHICS  
(Revised 8/11/11)**

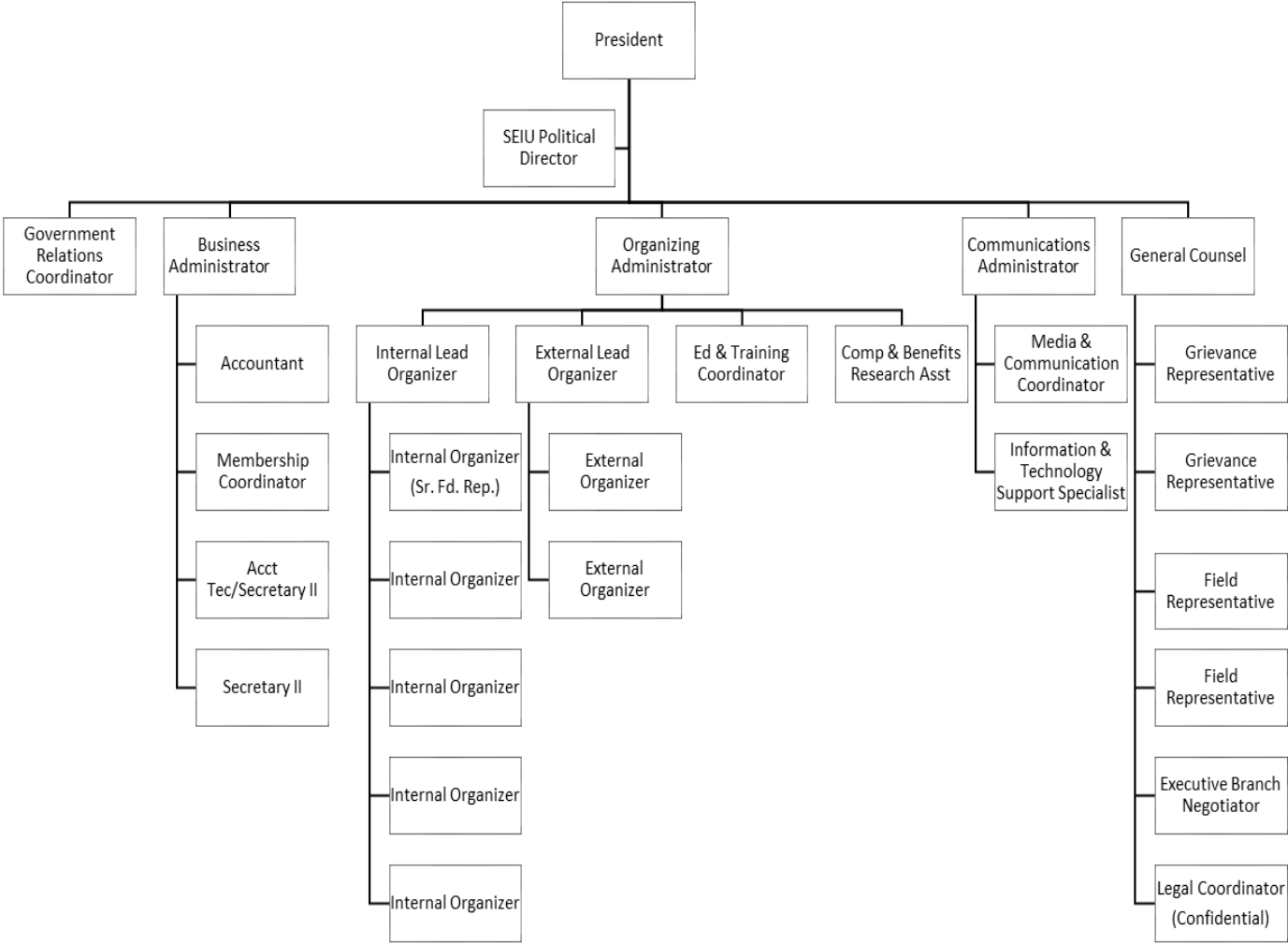
- A. The members of the State Employees' Association shall to the best of their ability, endeavor to uphold the constitutions of the United States, the State of New Hampshire and the Constitution and By-Laws of SEA, SEIU Local 1984.
- B. The members of the Association shall protect the interests of the people of the State of New Hampshire whom they serve.
- C. Any member serving on the Board of Directors of the Association will exercise due diligence in the performance of their official duties as outlined by the SEA Constitution and the Policies of the Board of Directors.
- D. Any member elected as a Chapter Officer of the Association will exercise due diligence in the performance of their official duties in compliance with their associated chapter's by-laws, the SEA Constitution and the Policies of the Board of Directors.
- E. The members of the Association shall not take advantage of proprietary, confidential or exclusive association information, gained during the performance of their duties to profit financially, personally or politically.
- F. No member of the Association shall unduly take advantage of their membership and/or their elected SEA position to profit financially, personally or politically.
- G. No member(s) of the Association shall intentionally discriminate against, or otherwise interfere with, the rights of members of the Association.
- H. No member of the Association shall improperly disclose or otherwise improperly use information which is confidential or otherwise obtained in the course of his or her union duties, which is not public information under RSA 91-A, the Right to Know Law. Employees may use information necessary to perform their duties.
- I. The members of the Association shall conduct themselves, while on official or sanctioned business of the association, in compliance with local, state and federal laws as well as applicable professional or occupational codes.
- J. No member of the Association in the course of his or her official Association duties shall take personal, political, professional, social or financial advantage, with the intent of personal gain, of any member of the Association or SEA staff person.
- K. No member of the Association in the course of his or her official duties shall discriminate against any other member of the Association or person of the general public on account of race, sex, sexual orientation, religion, age, political affiliation or handicap or any other condition which is unrelated to the actual performance of duties.
- L. No member of the Association shall act in a manner which is detrimental to the Association. Conduct which deliberately violates any of the articles or principles articulated above shall be considered conduct detrimental to the Association.



**SECTION V  
STAFF ORGANIZATION AND DUTIES**

**ORGANIZATIONAL STRUCTURE**

**ADOPTED BY BOARD OF DIRECTORS ON AUGUST 11, 2016**



## SECTION VI EMPLOYMENT POLICIES

- A. **Legal Compliance:** The Board recognizes its responsibilities to adhere to Federal and State laws as an employer.
- B. **Equal Opportunity:** As an equal opportunity employer the Board recognizes its responsibilities to guard against discrimination towards any person in recruiting, hiring, transfer, promotions, training, compensation, benefits, layoff and terminations because of race, creed, color, sex, national origin, handicap or age.
- C. **Employee Services:** Individuals hired by the Board must be employed only in the service of the Association as a whole.
- D. **Employee Supervision:** All persons employed shall be under the supervision and direction of the President.
- E. **Establishment of Rules:** The President shall establish such rules and regulations governing staff as are consistent with Board policies.
- F. **Pay and Benefit Increments:** Employees of the Association shall be entitled to receive salary and/or benefit increases as may be provided to state employees by the Legislature.
- G. **Check Authorization:** In the absence of the Treasurer and/or with his consent the President shall be authorized to sign payroll checks and other disbursements which are identified budgeted items.
- H. **Electioneering Prohibited:** (Adopted 2/15/07) The purpose of this policy is to maintain the staff's professional neutrality during union elections.

It is the policy of the Board of Directors, SEA/SEIU Local 1984, regarding electioneering by staff and contractors, that any and all such activities are expressly prohibited with respect to elections within the Local. Electioneering is defined as *“engaging in any political campaigning on behalf of, or in opposition to, any declared candidate for union office.”*

It is recognized that professional staff are required to identify and train leaders within the local, which includes encouraging members to run for Union Office(s). It is understood these activities, which are included in the employee(s) job description(s) are not considered electioneering.

Violation of this policy could be grounds for disciplinary action, up to and including termination, in accordance with applicable collective bargaining agreements and/or contract language.

- I. **Anti-Discrimination And Anti-Harassment Policy And Procedure** (Adopted 10/11/07)  
(Amended 7/10/08)

### **Policy Statement**

The State Employees' Association of New Hampshire, SEIU Local 1984 has a longstanding commitment to provide a work environment which is free from discrimination and all forms of harassment. The continued growth of The State Employees' Association of New Hampshire, SEIU Local 1984 will result, in part, from enhancing and utilizing the abilities of all individuals to their fullest extent.

Moreover, discrimination or harassment of any kind undermines the integrity of the employment relationship.

The State Employees' Association of New Hampshire, SEIU Local 1984 does not discriminate against or harass any employee because of race, color, religion, creed, sex, age, national origin, sexual orientation, gender identity and expression, physical or mental disability, political opinions or affiliations, any other basis prohibited by law, or protected activity under the anti-discrimination statutes (that is, opposition to prohibited discrimination or harassment or participation in the statutory complaint process).

In keeping with this policy, The State Employees' Association of New Hampshire, SEIU Local 1984 reaffirms that it will not tolerate any form of discrimination or harassment on any of the bases listed above. This prohibition covers discrimination and harassment by anyone in the workplace - supervisory and nonsupervisory employees, officers, members, local union staff and officers, vendors and other outsiders.

As a means to ensuring a workplace that is free from discrimination and harassment, The State Employees' Association of New Hampshire, SEIU Local 1984 has established a formal procedure for the handling of discrimination or harassment complaints. This procedure is intended to supplement - not to replace or supersede - the other procedures available to employees under any applicable collective bargaining agreement, Title VII of the Civil Rights Act of 1964, NH RSA [Chapter 354-A: State Commission For Human Rights](#) or other applicable state fair employment practices law, or otherwise.

### **Definition of Sexual Harassment**

Sexual harassment can take many forms and can include many kinds of behavior. It may involve conduct by a person of either gender toward a person of the same or opposite gender, and may, depending on the circumstances, involve conduct by a supervisory or non-supervisory employee, officer, member, local union staff or officer, vendor or other outsider toward a supervisory or non-supervisory employee.

Unwelcome sexual advances, requests for sexual favors, and/or other verbal or physical conduct, written communication, or other action of a sexual nature is sexual harassment when:

1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

## **J. *Discrimination And Harassment Complaint And Investigation Procedure (Adopted 10/11/07)***

### **A. General Principles**

The State Employees' Association of New Hampshire, SEIU Local 1984 strongly encourages an individual to come forward with a complaint before discrimination or harassment becomes

severe and pervasive. The State Employees' Association of New Hampshire, SEIU Local 1984 is committed to stopping discrimination and harassment even if the conduct has not risen to the level of a violation of law.

If the individual subject to harassing conduct feels comfortable doing so, she or he should respond to that conduct in a way that demonstrates that the conduct is unwelcome. However, the individual is not required to complain directly to the supervisor of the offending individual.

Efforts will be made to investigate and resolve complaints promptly, thoroughly, and impartially, and in as confidential a manner as is possible consistent with proper investigation of the complaint.

If an individual is accused of discrimination or harassment, he or she shall not play any role in administering or making decisions under this procedure.

It is the responsibility of all supervisors who learn of, receive a complaint of, or witness possible discrimination or harassment to report this information to the Business Administrator or the Collective Bargaining Administrator. (If the Business Administrator or the Collective Bargaining Administrator is the person accused of discrimination or harassment, the report shall be made to the other one of those two individuals.) Failure by a supervisor to so report is itself a serious matter and may be grounds for discipline up to and including termination in accordance with the Collective Bargaining Agreement.

There will be no retaliation or other adverse action taken against an individual who makes a good faith complaint, reports an incident of apparent discrimination or harassment, or who in good faith provides information in the course of the investigation of such a complaint or report. Retaliation against an individual for having complained of discrimination or harassment, reported an incident of apparent discrimination or harassment, or provided information during the investigation, can also be the subject of a complaint under this procedure. If such retaliation in fact occurred, prompt and appropriate corrective action will be taken and appropriate sanctions imposed, up to and including termination in accordance with the Collective Bargaining Agreement.

If an individual is determined to have engaged in discrimination or harassment, appropriate corrective action will be taken promptly, and appropriate sanctions will be imposed, up to and including termination in accordance with the Collective Bargaining Agreement.

If a member subject to harassment by another member, feels comfortable doing so, she or he should respond to that conduct in a way that demonstrates that the conduct is unwelcome. However, if a member feels it is necessary, they shall report the complaint to the President of the Association.

The President of the Association shall act in accordance with Section 3. Charge and Trial Board of the Constitution of the State Employees' Association, SEIU Local 1984.

K. **WHISTLEBLOWER POLICY** (adopted 2/11/10)

This Whistleblower Policy of The State Employees' Association of NH, SEIU Local 1984 (Organization): (1) encourages staff and volunteers to come forward with credible information on illegal practices or serious violations of adopted policies of the Organization; (2) specifies that the Organization will protect the person from retaliation; and (3) identifies where such information can be reported.

1. **ENCOURAGEMENT OF REPORTING**

The Organization encourages complaints, reports or inquiries about illegal practices or serious violations of the Organization's policies, including illegal or improper conduct by the Organization itself, by its leadership, or by others on its behalf. Appropriate subjects to raise under this policy would include financial improprieties, accounting or audit matters, ethical violations, or other similar illegal or improper practices or policies. Other subjects on which the Organization has existing complaint mechanisms should be addressed under those mechanisms, such as raising matters of alleged discrimination or harassment via the Organization's human resources channels, unless those channels are themselves implicated in the wrongdoing. In that case, such complaints, reports or inquiries shall be reported to the President of the Board. This policy is not intended to provide a means of appeal from outcomes in those other mechanisms.

2. **PROTECTION FROM RETALIATION**

The Organization prohibits retaliation by or on behalf of the Organization against staff or volunteers for making good faith complaints, reports or inquiries under this policy or for participating in a review or investigation under this policy. This protection extends to those whose allegations are made in good faith but prove to be mistaken. The Organization reserves the right to discipline persons who make bad faith, knowingly false, or vexatious complaints, reports or inquiries or who otherwise abuse this policy.

3. **WHERE TO REPORT**

Complaints, reports or inquiries may be made under this policy on a confidential or anonymous basis. They should describe in detail the specific facts demonstrating the bases for the complaints, reports or inquiries. They should be directed to the Organization's Business Administrator or President of the Board; if both of those persons are implicated in the complaint, report or inquiry, it should be directed to the First Vice President of the Board. The Organization will conduct a prompt, discreet, and objective review or investigation. Staff or volunteers must recognize that the Organization may be unable to fully evaluate a vague or general complaint, report or inquiry that is made anonymously.

**SECTION VII  
BOARD TRAVEL REIMBURSEMENT POLICY**

- A. **Convention Attendance:** Approved expenses associated with the officers' and directors' participation at the annual convention shall be reimbursed.
- B. **Mileage Expense:**
1. **In-State:** Board members utilizing their automobiles to attend Association business when serving as a member of the Board of Directors shall, upon submission of an authorized travel voucher, be reimbursed 20 cents per mile. (amended BOD 6.12.08)
  2. **Out-of-State:** Board members approved to utilize their automobiles to attend Association business out-of-state shall, upon submission of receipts, be reimbursed the actual expenses incurred.
  3. All Standing and Ad Hoc Committee members would be eligible to receive \$ 0.20 a mile when traveling to committee meetings or on official committee business. (adopted at Annual Convention November 17, 2007)
- C. **Meals Expense:** Board members may be reimbursed for reasonable meal expenses incurred for attending Board of Director's business. Reasonable meals reimbursement for Board of Director's business will be defined as follows (all meals include tax and tip):

**WITHOUT A RECEIPT:**  
\$4.00  
\$5.00  
\$8.00

**WITH A RECEIPT:**  
Reasonable Expenses

- D. **Out of State Travel:**
1. Related expenses shall be reimbursed for out-of-state travel that has been approved by the Board or the President. Anyone going out-of-state on approved business shall be issued an advance to cover expenses, if requested.
  2. Approval of meal vouchers shall be done by the President and/or Treasurer for participation as a Board member in Board, Council, Committee and Special Meetings called by the President and Constitutional Committee. Such reimbursement shall include the cost of the meal, tax, and tip only unless defined by prior action.
  3. A Travel Reimbursement Fund of \$3000.00 is established that would allow members to draw up to \$200.00 in advance for SEA approved travel. All expenditures shall be accounted for with receipts and remainder of the advance or the return of the total.
  4. The President and the Business Administrator shall be authorized to disperse the Travel Reimbursement Fund.

A credit card will be issued to the First and Second Vice Presidents to be used for group travel only. The credit cards will be held in the safe when not on approved group travel. Receipts are required or card holder shall be responsible for charges. (adopted 07/10/2003)

- E. **Insurance**: Each member of the Board of Directors shall receive at Association Cost a \$50,000 Accidental Death and Dismemberment insurance coverage. Such coverage to extend only while on official Association business trips.

## SECTION VIII OFFICE FACILITIES AND EQUIPMENT

- A. **Office Hours:** The President shall be authorized to establish the office hours. Office operating hours will normally be 7 1/2 hours per work day.
- B. **Facilities:** Use of Association office space for other than board or committee meetings may be permitted if approved by the President.
- C. **Equipment:** Property of the Association is not to be utilized for other than Association business unless authorized by the President.
- D. **Information Technology** (Adopted BOD 10/9/03) (Amended 3/9/06)
1. **Security:** Every user must have a password to log on to the network. Every staff member will be required to record their user name and their password for logging on. Every staff member is assigned a log on name for email. Staff members are required to record their email log on name and email password. Each staff member will then seal the information in an envelope, put your name on it, and with the HR & OM Administrator lock the information in the safe. Password history shall be encrypted and unauthorized log-ins should be tracked (logged and reported wherever practicable).

Passwords may only be shared for the purpose of communicating when absent or other purposes determined by management and only with the approval of management. The user will be required to change their password upon their return to work.

2. **Purchase and Usage:** Any hardware/software purchases must receive prior approval - emergency purchases may be approved by the President or his/her designee, with the recommendations of the technology specialist for the SEA; all other purchases shall be reviewed by the IT Advisory Committee based on the recommendations from the technology specialist of the SEA. Shareware, freeware, personally owned, or any other type of software or data shall not be loaded on any hardware without prior approval of the technology specialist. Only licensed and SEA approved software shall be loaded on computers and servers by the SEA technology specialist. No personal applications will be developed, stored, or used on SEA hardware or software at any time.

Unless otherwise approved by the President or his/her designee, all hardware and software shall be used only for the purposes of SEA business or limited personal use.

Every computer is usually loaded with some games, such as solitaire. For the novice, using this game can be an effective manner of learning how to use the mouse, the click and drag feature, and other capabilities of the software. During the training period of employment, this is an appropriate manner of learning. It is not appropriate to be playing games on the computer as a recreational activity during working hours. It is vital to remain aware of the negative image this presents when others may observe staff playing games.



There is a common drive available for the use of all users (G). This drive will be used as the repository for any documents that must be accessed by multiple users. Folders on these drives must be clearly named (e.g. Don, Jean, Grievance, Members). Documents placed in these files must be clearly named so there is no question of what the document contains (e.g. GrvLtrSSmith03).

3. **Hardware:** Anyone wishing to utilize any hardware, software or equipment outside of the office must receive prior approval from the President or his/her designee and complete a sign out sheet. The signer is responsible for returning the unit(s) and logging it in.

Hardware, software, and equipment are to be inventoried immediately upon receipt. The inventory will reflect the inventory number assigned, a description of the item, its location, and whom it has been assigned to.

4. **Internet and Email:** In general, email is not encrypted and cannot be expected to be secure.

Examples of Appropriate Usage:

- ☺ Distribution of SEA information staying within the limits of Bargaining Agreements
- ☺ Information relative to SEA meetings and events
- ☺ Limited personal correspondence

Examples of Inappropriate Usage:

- ☹ Any unlawful purpose
- ☹ Distribution of emails that require an exchange of information for money (solicitation)
- ☹ Sexually explicit references
- ☹ Materials that may be offensive to others, non-work related materials (e.g. chain letters)
- ☹ Materials that may be viewed as insulting, demeaning, harassing, or threatening to the recipient, including profane or abusive language
- ☹ Promoting personal gain or commercial purposes
- ☹ Use that reflects poorly on the SEA
- ☹ Misrepresentation of the identity including using another's user ID and password
- ☹ Use that compromises the integrity of the computer systems connected to the network
- ☹ Use that invades the privacy of others

Internet and e-mail services shall be used for research relative to job related issues and to promote the activities of the SEA. Users of these services shall promote efficient use of the network to minimize, and avoid if possible, congestion of the network and interference with the work of other users. Users of these services are to respect the privacy of other users. Users are to respect the legal protection provided by copyright and license to programs and data.

Internet and e-mail services shall not be used to transmit any communication where the meaning of the message, or its transmission or distribution, would violate any applicable law or regulation or would likely be offensive to the recipient. These services are not to be used for commercial purposes.

5. Every attempt must be made to ensure the privacy of a member when forwarding inquiries to management. Therefore, all member identifying information should be removed unless the member has expressly given permission for their identity to be passed on.
6. ***Backup Procedures:*** Everyone is responsible for backup of their data on the hard drive of their PC to the network. All information stored on the network drives (e.g. E, F, G, H) is backed up daily by the SEA technology specialist.

To preserve the integrity of information, the backup procedures used relative to the network drives are to be strictly followed. Full backups shall be done each day. The responsibility of storing the back-up tapes off site shall be the responsibility of management.

At the end of each month, a full back “monthly” shall be stored off site.

E. **Document Retention And Destruction Policy** (Adopted 2/11/10)

This Document Retention and Destruction Policy of The State Employees’ Association of NH, SEIU Local 1984 (Organization) identifies the record retention responsibilities of staff, volunteers, members of the Board, and outsiders for maintaining and documenting the storage and destruction of the Organization's documents and records. Any requirements under the Department of Labor or any other Government entity for record-keeping will supersede this policy.

1. **Rules**

The Organization's staff, volunteers, members of the Board and outsiders (i.e. independent contractors via agreements with them) are required to honor these rules: (a) paper or electronic documents indicated under the terms for retention below will be transferred and maintained by the Human Resources, Legal or Administrative staffs/departments or their equivalents; (b) all other paper documents will be destroyed after three years; (c) all other electronic documents will be deleted from all individual computers, data bases, networks, and back-up storage after one year; and (d) no paper or electronic documents will be destroyed or deleted if pertinent to any ongoing or anticipated government investigation or proceeding or private litigation.

2. **Terms For Retention.**

- a. Retain permanently:
  - Governance records* - Charter and amendments, Bylaws, other organizational documents, governing board and board committee minutes.
  - Tax records* - Filed state and federal tax returns/reports and supporting records, tax exemption determination letter and related correspondence, files related to tax audits.

*Intellectual property records* - Copyright and trademark registrations and samples of protected works.

*Financial records* - Audited financial statements, attorney contingent liability letters.

b. Retain for ten years:

*Pension and benefit records* -- Pension (ERISA) plan participant beneficiary records, actuarial reports, related correspondence with government agencies, and supporting records.

*Government relations records* - State and federal lobbying and political contribution reports and supporting records.

c. Retain for three years:

*Employee/employment records* - Employee names, addresses, social security numbers, dates of birth, INS Form I-9, resume/application materials, job descriptions, dates of hire and termination/separation, evaluations, compensation information, promotions, transfers, disciplinary matters, time/payroll records, leave/comp time, FMLA, engagement and discharge correspondence, documentation of basis for independent contractor status (retain for all current employees and independent contractors and for three years after departure of each individual).

*Lease, insurance, and contract/license records* - Software license agreements, vendor, hotel, and service agreements, independent contractor agreements, employment agreements, consultant agreements, and all other agreements (retain during the term of the agreement and for three years after the termination, expiration, non-renewal of each agreement).

d. Retain for one year:

*All other electronic records, documents and files* - Correspondence files, past budgets, bank statements, publications, employee manuals/policies and procedures, survey information.

3. **Exceptions**

Exceptions to these rules and terms for retention may be granted only by the Organization's Business Administrator or President of the Board.

**SECTION IX**  
**MEMBERSHIP ROSTER**  
**Amended BOD 6/12/08**  
**Amended BOD 9/23/14**  
**Amended BOD 04/12/18**

A. **Federal, State, Local and Union Office Elections:**

1. ***General***

- a. Membership lists (paper, electronic, nor stored medium) shall not be available to any federal, state or local election candidate nor their campaign staff.
- b. This policy shall be published on the SEA website, prior to any candidate endorsement. Following a candidate endorsement, this policy shall be provided to the endorsed candidate, or their representative.

2. ***Availability***

- a. No candidate, in a race chosen under section XXIV (1), except an SEA recommended or endorsed candidate, shall be allowed to use SEA mailing procedures to members and/or agency fee payers.

3. ***Mailing Procedures***

- (1) Labels shall be made available to a recommended or endorsed candidate at cost. Such cost shall include staff time in producing labels.
- (2) Campaign literature shall be delivered in sealed, stamped envelopes to the SEA Office for labeling. Such labeling shall be done by candidate representatives or member volunteers.
- (3) SEA staff shall supervise candidate representatives in the process of labeling and mailing. Candidates shall be required to pay for any staff time involved in such supervision.
- (4) Mailings shall be subject to the approval of SEA/SEIU Local 1984.
- (5) Nothing in the above prohibits the SEA/SEIU/CTW from sending mailing to SEA members/agency fee payers regarding recommended or endorsed candidates.

B. **Vendor Programs:** The Board of Directors is vested with the authority to determine whether the Association's membership roster shall be made available and to whom.

- 1. ***Eligibility:*** The availability of the Association's membership roster is aimed primarily at vendors with whom the SEA Board of Directors has elected to participate in the Member Benefits Program.

2. ***Preparation:***

- a. Vendor literature shall be approved by the President or designee and shall be delivered to a third party mail house for processing. The cost of printing and postage shall be borne by the vendor.
- b. The third party mail house shall be mutually agreed upon by the SEA and the vendor.

- c. The agreed upon third party mail house shall comply with a confidentially agreement provided by SEA.
  - 3. **Notification:** The Association shall be assured by written agreement with the vendor that proper solicitation methods will be expected of the vendor and its agents, including any follow-up contacts.
  - 4. **Revocation:** Failure on the part of the vendor to abide by the decision shall permit the Board to take any action deemed necessary.
- C. **General Distribution:** The President or his /her designee is vested with the authority to determine whether the Association's membership roster shall be made available, to whom and in what manner.
- 1. **Definition:** Membership roster shall be defined as a list of members that includes members' name, home address, home telephone number and home email address.
  - 2. **Eligibility:** Requests for information regarding the home information of members is generally reserved for Chapter Presidents and administrative purposes. Chapter Presidents shall receive a chapter roster not less than once every quarter. Other requests may be granted by the President. **(adopted 1/13/05)**
- D. Nothing in this section shall prohibit SEIU and/or CTW from obtaining and utilizing the membership list as agreed to in the affiliation agreement.
- E. **Candidates for Union Office:** **(adopted 9/11/08) (9/23/14) (amended 4/12/18)**
- 1. Upon the receipt of declaration of candidacy for an Association Officer or as a Director of the Board of Directors of the Association, each bona fide candidate shall be sent digitally, a list of all authorized convention delegates along with the last known home address, home telephone number and home email address of said delegates. The purpose of this policy is to allow the greatest freedom for candidates to campaign for Association office. (adopted 7/9/09) (amended 8/3/09) (amended 9/9/10)
  - 2. **Notification:** The Association shall send Section IX, E of Board Policy to all candidates running for officer of director. Such notice shall be sent within seven (7) calendar days of Association's receipt of notification of the candidates intent to run for office. (amended 9/23/14)
- F. **Candidates for Chapter Union Office:** **(adopted 2.11.10) (amended 04/12/18)**
- 1. Upon receipt of declaration of candidacy by the Organization Committee through a self nomination form, each bona fide candidate running for chapter office in a contested election, shall be sent digitally or via US Mail a list of all authorized chapter members along with the last known home address, home telephone number and home email of said delegates. The purpose of this policy is to allow the greatest freedom for candidates to campaign for chapter office. (amended 04/12/18)

**SECTION X**  
**OUTSIDE EMPLOYMENT BY ASSOCIATION STAFF**

- A. ***Outside Employment:*** Part-time employment by the staff of the Association shall be permitted providing that such outside employment activity shall not conflict with their job requirements and responsibilities with the Association. The President shall be responsible for assuring that policy is followed by staff members.

## SECTION XI LEGAL REPRESENTATION

- A. **Legal Representation:** Any request for representation by either staff legal counsel or outside legal counsel will be handled in the following manner.
1. A request for legal assistance (direct representation) shall be made by members of the staff to the President or the Board of Directors of the Association.
  2. A member of the Association's staff may, as the need arises, consult with legal counsel on pending grievances. Direct legal representation, however must have had the approval of the President or his designee.
  3. Legal counsel will neither assume nor provide direct representation of a grievant, unless approved by the President, with the exception of matters pertaining to the Public Employee Labor Relations Board and Workers' Compensation cases.
  4. Any member wishing to appeal the decision of the President for legal representation may file an appeal with the Association's Grievance Committee and, if denied, with the Board of Directors.
- B. **Non-Selection Appeals Guidelines For State Employees:** (adopted BOD 5/8/03)
1. Each member who wishes to file a non-selection appeal under the Personnel Rules should be provided the following:
    - a. A copy of the section(s) of the personnel rules regarding promotions and the filling of vacancies.
    - b. A questionnaire to determine if the criteria for filing a successful appeal have been met.
    - c. Information about the state personnel appeals process so that they have a realistic idea of how long the process might take.
  2. If the appeal deadline is imminent, the appeal should be filed to maintain the time limits. However, the appellant should be aware that the counseling and fact-finding must take place in order for us to proceed.
  3. If the appellant's situation appears to not be appropriate for the Personnel Appeals Board, ask if the situation can be used as an example for changing Personnel Rules.
  4. The rules and related decisions should be made clear to the member.

**SECTION XII  
INSURANCE  
(Amended 5/8/08)**

- A. **Accidental Death and Dismemberment Insurance:** The Association shall provide in the amount of \$50,000, Accidental Death and Dismemberment coverage for each staff person, officer and director serving on the Board. Such coverage applies only when the individual is on Association business.
- B. **Liability Insurance:** The Association shall insure the staff and members of the Board of Directors under an errors and omissions policy.
- C. **Bonding Insurance:** The President, Treasurer, and the Business Administrator shall be bonded in amounts authorized by the Board of Directors.



**SECTION XIII**  
**RETIREMENT CERTIFICATES**

- A. **Recognition Certificates**: There will be three recognition certificates.
1. retired members
  2. retired chapter members
  3. honorary members
- B. **Honorary Membership**: Honorary membership will be considered for individuals leaving state service and who have been instrumental in forwarding the ideals of the SEA.
1. Each chapter wishing to recommend someone for honorary membership will submit to the Honorary Membership Committee a resume of the person being recommended. This resume should contain the years of service, offices held in the SEA, both on a state and chapter level and any other contributions made by the member.

**SECTION XIV**  
**JOHN B. PARKER MEMORIAL AWARD**  
**FOR OUTSTANDING SEA MEMBER**

- A. ***Selection Process:*** The Honorary Membership Committee shall consider from a list of nominees submitted on the prescribed form, whether to choose an individual for the Award. The final decision to be made by the committee alone and by secret ballot.
1. Any member in good standing may nominate a member for the award.
  2. To insure the objectivity of the selection process, any individual on the committee nominated for the award will be required to have their name withdrawn from consideration.
  3. The award will be announced and presented to the member at the Annual Convention.
  4. A plaque shall be presented to the individual selected and their name will be inscribed on a wall plaque located at the SEA Headquarters.

**SECTION XV  
CHAPTER FORMATION COMMITTEE**

A. **Philosophy:**

1. The formation of a new chapter, merger of existing chapters or division of an existing chapter must serve to increase membership and participation in SEA activities.
2. The Association takes a neutral posture with respect to the merger of existing chapters.
3. The Association will not encourage the division of existing chapters.
4. Consideration shall be given to the following factors:
  - a. Regionalization
  - b. Community of interest

B. **Procedure:**

1. **New Bargaining Units.** In the absence of an existing chapter with acceptable/appropriate jurisdiction, the Board of Directors shall, in accordance with Article V, Section 1 of the SEA Constitution authorize the formation of a new chapter.
2. **Merger/Division**
  - a. Upon application of ten (10) members or fifty percent (50%) of the membership, whichever is greater in a designated jurisdiction, the Board of Directors may, at its discretion, issue a certification of affiliation for the formation of a chapter of the Association. Designated jurisdiction shall mean the group of members seeking to form a chapter.

**Step 1.** The Organization Committee shall notify the leadership of all affected chapters of the request being made. Such notification shall state:

1. Comments, objections, and the reasons for such shall be submitted in writing to the Organization Committee.
2. A request for a public hearing must be requested within twenty (20) days of notification, in writing, to the Organization Committee.
3. The Board Policy for chapter formation.

**Step 2.** If requested, the Organization Committee shall hold a public hearing. The Organization Committee, at their next meeting, shall set a date for the public hearing and notify the petitioners and the party(ies) objecting, of the meeting date.

**Step 3.** The Organization Committee, after reviewing the facts and hearing evidence shall report the facts and their recommendations to the Board of Directors.

**Step 4.** The Board of Directors shall, after taking into consideration the recommendations of the Committee, make a final and binding decision.

**Step 5.** The Board of Directors shall notify all affected parties of the decision.

**Step 6.** Approved chapter shall be required to submit proposed by-laws within thirty (30) days to the Constitution and By-Laws Committee.

**SECTION XVI**  
**GRIEVANCE POLICY**  
**Amended 2/12/09**  
**Amended 11/18/10**  
Grievance Policy Preface

The SEA shall fully and fairly represent all bargaining unit members in all matters related to the administration of the collective bargaining agreement without regard to Union membership. While Union membership provides substantial additional benefits, as the exclusive representative of all bargaining unit members the SEA shall fully represent non-members and fee payers in conformance with the SEA's duty to provide fair representation as provided in the collective bargaining agreement and/or applicable law.

In some cases, the underlying matter may not be easily determined to be one related to the administration of the collective bargaining agreement or an employee's rights under the Public Employee Labor Relations Act. Thus, in all cases where SEA representation is requested, the SEA shall investigate and research the matter (with assistance of counsel when required) as necessary to determine, in the sole discretion of the SEA, whether representation will be provided.

In no case shall representation be denied to a member of the collective bargaining unit on the basis of non-Union membership on those matters related to the administration of the collective bargaining agreement.

The duty to fairly represent all members of the collective bargaining unit does not require or guarantee that the SEA will advance or assist in the presentation of any particular matter. Rather, the SEA shall review, investigate, research and seek assistance of counsel when necessary to determine the validity or merits of any grievance or alleged violation of the collective bargaining agreement or law. It is within the SEA's exclusive discretion applied consistent with its duty of fair representation to determine which matters it shall process through the grievance and arbitration processes in the collective bargaining agreement.

A. **Chapters In Units Without Certification or Agreement:**

1. Members will be represented by stewards or field representatives in appropriate circumstances. Staff personnel shall be responsible for the comprehensive training of such stewards.
2. A member is not entitled to representation on non-contractual matters when the individual joins SEA after the issue he/she seeks representation on has arisen, nor after he/she knows or should know that the issue is going to arise. (amended 11/07)
3. Any member who is dissatisfied with the representation provided by either the steward or staff shall make his/her charge in writing which shall be forwarded to the President.
4. Any member who is denied representation, on the type of issue that SEA does provide representation on, by either a steward or staff personnel shall have the right to appeal to the President within ten (10) work days from the date of the denial of representation.
5. Upon receipt of the appeal, the President or his/her designee will review the facts and call a hearing if need be. The President, may, upon notifying the grievant, send the appeal directly to the Grievance Committee. This process should be completed within five (5) working days from the date the President receives the appeal.

6. The Grievance Committee will meet as soon as possible after receiving the appeal. A hearing will be held with the appellant. The Committee shall have the right to request information of any person who may have an interest in the appeal. A decision, for or against representation, shall be issued within five (5) working days from the date of the hearing, unless compelling reason to extend such time frame exists, as determined by the Committee.
7. Any member who is dissatisfied by a decision of the Grievance Committee shall have the right to appeal such decision to the Board of Directors--such appeal to be made in writing within five (5) working days from the date of the decision of the Grievance Committee.

**B. Certified Units and Units with a Contract:**

1. Any non-member (non-fee payer) who seeks representation by the Association will be informed of the Service Fee Schedule for such contractual representation if provided by the applicable contract.
2. Members, service fee payers, or non members, who are in bargaining units with a bona fide agreement will be represented by stewards or staff representatives as may be provided in such agreements, in appropriate circumstances as initially determined by such steward or representative; subject to all appeal rights.
3. Staff personnel will be responsible for the comprehensive training of such representatives and stewards.
4. At the proper step prescribed in the agreement's grievance procedure, unresolved grievances shall be referred to the President or his/her designee for his/her action.
5. Any member, service fee payer, or non-member who is dissatisfied with the representation provided by either the steward or staff representative has the right to express such dissatisfaction. The charge shall be made in writing, which shall be forwarded to the President.
6. Any member who is denied representation, on matters SEA provides representation on, by either a steward or staff personnel shall have the right to appeal to the President within fifteen (15) working days from the date of the denial of representation. Service fee payers, and non-members who could become members and who agree to the fee schedule, may similarly file and process appeals to denials of representation on contractual issues in appropriate circumstances as initially determined by such steward or representative; subject to all appeal rights.
7. Upon receipt of the appeal, the President will review the facts and call a hearing if need be. The President may, upon notifying the grievant, send the appeal directly to the Grievance Committee. This process should be completed within five (5) working days from the date the President receives the appeal.
8. The Grievance Committee will meet as soon as possible after receiving the appeal. A hearing will be held with the appellant. The Committee shall have the right to request information of any person who may have an interest in the appeal. A decision, for or against representation, shall be issued within five (5) working days from the date of the hearing.

9. Any member, service fee payer, or non-member who is dissatisfied with ~~by~~ a decision of the Grievance Committee shall have the right to appeal such decision to the Board of Directors--such appeal to be made in writing within five (5) working days from the date of the decision of the Grievance Committee.

C. **Legal Representation:**

1. All requests for legal representation shall be made in writing to the President or his/her designee. The President or his/her designee shall make an inquiry into the matter, which shall include if necessary consultation with SEA Counsel. The president or his/her designee shall make a decision within a reasonable time, with due consideration for filing deadlines.
2. Any member or non-member who obtains representation by someone other than SEA staff on any non collective bargaining agreement matter or issue shall not be entitled to SEA representation on the matter or issue. This policy shall not apply to situations where the employee has been properly represented by an SEA Steward or other SEA member at a lower level in the particular process. (amended 11/06)
3. In all non-contractual matters when SEA provides legal representation it shall be the obligation of the represented party to pay all costs (including but not limited to filing fees, medical records, medical reports, employment records, all documents, expert testimony, witness/subpoena fees, transcripts, etc.; but not including legal fees) associated with such representation. If the party cannot pay reasonable necessary costs at the time of representation, the SEA General Counsel may arrange for SEA to temporarily pay such cost, subject to the party's obligation to pay when able. The represented party may apply to the Dues Assistance Committee for relief from all or part of such obligation to pay cost, but only if the party can and does clearly demonstrate inability to pay at the time requested and for the foreseeable future. The party shall agree to abide by this policy as a condition of representation. (amended 11/07)

D. **Workers' Compensation Referral:** (amended 3/10/16)

1. As a benefit of membership and at no direct charge to the member, the SEA will maintain a referral service for Workers' Compensation issues to experienced attorney(s) in the field of Workers' Compensation matters. The SEA will endeavor to obtain additional benefits for members as a condition of membership to the panel of eligible attorney(s). They may include benefits such as a free initial consultation, reduced fee for services and availability during non-traditional hours.

E. **Dismissal of State Employees:**

1. Any state employee member whose services are dismissed by their appointing authority shall bring their grievance immediately to the President or his/her designee personally. Any other member who is dismissed shall immediately bring their grievance to the appropriate SEA field representative.

F. **Grievance Guidelines:**

1. ***Collective Bargaining***

a. Non-Member

The non-member (non-fee payer) seeking representation by the Association will be subject to the Service Fee Schedule if provided for by the applicable contract.

2. ***Non-Collective Bargaining:***

a. Non-member

The non-member seeking representation by the Association is not entitled to representation.

b. Member

A member of SEA is expected to pay for any costs incurred for legal representation. Steward and field representation is provided without cost.

G. **Procedure for Member Issues**

1. The Board of Directors recognizes that informal discussions of issues between staff of the Association and members of the Association are essential to the efficient operation of the Association. However, to insure for efficient representation of the association members, it is prudent to establish a structure for the representation of individual members in the various administrative proceedings.
2. The following procedures for representation of individual members in administrative and judicial hearings will apply:
  - a. Members are encouraged to informally discuss issues or seek advice from Association staff members;
  - b. Official representation of individual Association members shall commence when Association agrees, in writing, to such representation. Said agreement will be in the form of a representation letter from the Association.
  - c. Said agreement may be a conditional representation should a filing deadline require immediate action on the part of the Association.
  - d. Nothing contained herein shall be construed to prohibit retroactive representation should that be deemed appropriate by the President.

**SECTION XVII**  
**SERVICE FEE SCHEDULE**  
**Amended 2/12/09**  
**Amended 11/18/10**

- A. **Service Fee:** Local 1984's collection of service fees from unit employees shall be in accordance with each respective unit's negotiated contract.
- B. **Non-member Services:** A non-member (non-fee payer) who requests SEA services in appropriate circumstances under the appropriate contract provision shall be required to pay:
1. Stewards: - expenses incurred by the steward, e.g. mileage, administrative costs.
  2. Association Representative:  
Field Representative - \$85.00/hour plus expenses.  
Attorneys - \$250.00/hour plus expenses.  
  
Grievant is required to pay for any other fees or extraordinary costs.
  3. Arbitration:  
Arbitrators' fees - (average over \$1000.00).  
Witness fees - \$30.00 per person plus mileage  
Transcription Costs - Approximately \$4 per page.  
Field Representative or attorney's fees.
  4. Fees are payable in advance of each grievance step. Alternate arrangements however, may be made with the President.
  5. This schedule of fees shall remain in effect until otherwise changed by the Board.
- C. **Non-memer Services:** Non-members who are non-fee payers and not required by a bonafide contract provision to otherwise pay a service fee, shall be provided with representation on the same basis as members, on collective bargaining agreement issues.



**SECTION XVIII**  
**CHAPTER FISCAL AFFAIRS**

- A. **Raffle**: Any chapter considering a special raffle should notify the Board of Directors if the cash flow is expected to exceed \$500.00. A separate account should be created for the proceeds so as not to cause confusion with the chapter funds. The primary responsibility for the raffle rests with the officers of the chapter. When the raffle is concluded, the Board should be advised and informed if any problems exist.

**SECTION XIX**  
**BOARD MINUTES**

- A. **Minutes**: Approved minutes of Board meetings shall be made available to any interested chapter president upon request. Board minutes for past meeting will also be made available at each quarterly council meeting.
  
- B. **Meeting Highlights**: Highlights of monthly Board meetings shall appear in each issue of the newspaper. (Amended BOD 6.12.08)

**SECTION XX.**  
**AMENDED 3/2017**  
**APPROVED BY BOARD OF DIRECTORS 3/23/2017**

**POLICY STATEMENT OF COLLECTIVE BARGAINING**

Local 1984, Service Employees' International Union (SEIU), State Employees' Association of New Hampshire (SEA), is a labor organization operated by the state classified, university system and political subdivision employees who are its members and applicable private sector employees.

The goal of the SEA is to promote and protect the well-being of its membership. The primary purpose of this goal is the establishment of a bilateral decision-making process. This is best obtained through the use of the labor relations structure known as collective bargaining.

It being in the best interests of the membership, the SEA hereby declares as its policy, a commitment to the advancement of employees' needs and benefits through collective bargaining. The SEA affirms that it shall, at all times, act in the interests of its membership by establishing a structure of total member involvement in collective bargaining.

It is the policy of the SEA to use collective bargaining to achieve the following objectives:

1. Obtaining, maintaining and improving wages and benefits;
2. Establishing and maintaining safe and equitable working conditions;
3. Safeguarding employee positions;
4. Protecting the rights of individuals;
5. Establishing an efficient and just system of due process;
6. Creating the means to resolve disputes; and
7. Fostering a harmonious relationship between the Employer and its employees.

In order to attain these objectives, a series of policies have been prepared to:

1. Prepare the organization, leadership and membership alike, for collective bargaining by providing a broad educational program to familiarize each member with the concept and practice of collective bargaining, as well as to provide special training to negotiating teams;
2. Establish a structure to efficiently collectively bargain with employers involving broad membership and individual participation. Membership ratification is of utmost importance.
3. Establish a procedure for job actions as they relate to collective bargaining.

## **STEWARD POLICY**

(adopted 1/98)  
(amended 3/9/06)  
(amended 8/9/12)  
(amended 10/10/13)  
(amended 7/9/15)  
(amended 2/21/19)

1. Any member may serve as a Steward of the Association.
2. Stewards shall be appointed by the President of the Association, in consultation with Chapter Presidents and SEA Staff, except where Chapter By-Laws call for the election of Stewards, in which case the President shall appoint those members duly elected.
3. All Steward appointments shall be for a three year term.

A Steward may be reappointed for an additional three-year term. The determination to recommend a steward for reappointment shall be made by the Stewards Committee in consideration of any of the following:

- The Steward has attended trainings during the previous three years.
- The Steward has represented bargaining unit employees during the previous three years. It shall be understood that not all worksites have extensive representational needs.
- The Steward has recruited new union members during the previous three years.
- The Steward has demonstrated a general ability to execute his/her responsibilities as outlined in the Steward Job Description.

Prior to deciding not to recommend a Steward for reappointment, the Steward Committee shall send a written notice to the Steward with a request for a summary of how the Steward has met and will meet the responsibilities of a Steward.

4. Stewards may be removed or suspended from office by the President of the Association for good cause. Stewards so removed or suspended may appeal the decision to the Association's Board of Director's, whose decision shall be final.
5. Stewards shall receive the Steward job description detailing their duties and responsibilities, which shall be considered a part of this policy.
6. When a steward transfers outside the agency to which they were appointed, terminates employment, resigns or is removed from office, the position will be filled in accordance with this policy. Stewards who leave office under any circumstances shall immediately turn over to the Association; any SEA credentials, all files, manuals, case notes and all necessary information relating to current or ongoing matters.

# STEWARD TRAINING

Rescinded 3/13/08

# STEWARD JOB DESCRIPTION

(Amended 3/9/06)

(Amended 8/9/12)

(Amended 2/21/19)

## General:

1. The steward is the representative of the union in the workplace.
2. The steward is the first point of contact for workers and management in the workplace.
3. The steward shall answer employees' questions and concerns, work with employees to resolve problems, and handle workplace disputes up to and including Step I, Step II and Step III grievances. Stewards shall also be responsible for Step I and Step II appeals in the case of discipline being given to an employee.

## Stewards find themselves called upon to accept the following responsibilities depending on the needs of the particular worksite:

- Make immediate contact with new employees
- Conduct orientation of new employees as necessary
- Chart and assess all workers in the work area
- Recruit new members
- Identify and develop worksite leadership
- Implement union initiatives in the workplace for member mobilization, including organizing, representation, and political action
- Play the role of employee representative for Weingarten purposes
- Play the role of employee representative in pre-termination meetings
- Use member-involvement tactics, where appropriate, for resolving workplace disputes
- Communicate to staff and union leaders the "state of the union" in the workplace
- Communicate to members in the workplace the "state of the union" as communicated by staff and union leaders
- Post notices and information from the union on designated union bulletin boards and maintain said bulletin boards
- Participate in and mobilize co-workers in contract campaign activities and other union activities
- Attempt to bring excitement and positivity to the workplace in regard to the union and its activities
- Commit to attend SEA Steward trainings and other educational opportunities
- Other duties that serve to build a united, organized, and involved membership in the workplace

## **All Stewards shall follow the Code Of Ethics as listed in the BOD policy manual...**

### **All Stewards shall complete the Code of Ethics training.**

Stewards shall not act in a manner at anytime which is detrimental to the Association or its members.

## The SEA, SEIU Local 1984 Commitment to Stewards (amended 3/11/10)

1. Stewards will receive high-quality, comprehensive education and training.
2. Stewards will receive ongoing assistance, support, advice, and mentoring from more experienced stewards, chapter presidents, and local union staff.
3. Grievance Representatives will be specifically assigned the role described above.
4. Except in unusual circumstances, a steward should be able to pick up a telephone and contact a more experienced Steward, Chapter President, Field Representative or Grievance Representative at any time during the business day for assistance, support, advice, and mentoring.

# MASTER COLLECTIVE BARGAINING

(Amended 08/09/18)

The state collective bargaining law (RSA 273-A) provides for the negotiation of terms and conditions of employment for state classified employees. Sub-unit agreements are supplemental to the Collective Bargaining Agreement.

The following procedures and bodies are hereby established as SEIU Local 1984's (SEA) Collective Bargaining structure.

**A. Collective Bargaining Advisory Committee (CBAC)  
(Standing Committee established by Constitution)**

1. CHAIRPERSON – Shall be appointed biennially by the SEA President with the advice and consent of the Board of Directors.
2. MEMBERSHIP –The CBAC volunteer member roster shall be approved by the Board of Directors.
3. **DUTIES –**
  - a. May study and prepare SEA policies and programs relative to collective bargaining.
  - b. Solicit and receive recommendations on collective bargaining subjects and issues. Prepare a list of subjects and issues with research material for presentation to the Collective Bargaining Senate (CBS).
  - c. Prepare and implement nomination and election procedures for election of Master Bargaining Team members.
  - d. May be responsible for additional duties as assigned.

**B. Collective Bargaining Senate (CBS)**

1. CHAIRPERSON – The Chairperson of the Collective Bargaining Advisory Committee.
2. MEMBERSHIP – state unit Collective Bargaining Advisory Committee members; state unit Chapter Presidents; state unit Stewards; state Master Bargaining Team members; SEA Board of Directors; the chairperson of each state sub-unit bargaining team; state unit Chapter Councilors and staff as ex officio members.
3. **DUTIES –**
  - a. Elect members of the Executive branch Master Bargaining Team.
  - b. Review, discuss, and vote on the list of recommendations on state unit collective bargaining subjects and issues compiled by the CBAC.
  - c. Attend CBS meetings to receive bargaining updates from the Master Bargaining Team on the status of negotiations.
  - d. Determine if a state unit tentative agreement shall be passed onto the respective state unit members for a vote, or instruct the negotiating team to resume negotiations with the State, proceed to mediation or fact-finding. In the event a tentative agreement is rejected by the Legislature, or once passed onto respective state unit members is not ratified by a majority of respective state unit members, determine if

- negotiations will resume or if other action will be recommended to the SEA Board of Directors.
- e. If the tentative agreement is not funded by the legislature, the CBS will meet to determine whether or not further negotiations are in the best interest of the unit members.
  - f. If the CBS demands renegotiations, such notice shall be given immediately and all other provisions adopted above with regard to negotiation and ratification shall prevail.
4. QUORUM – Shall be one-third (1/3) of the eligible persons of the Senate in order to commence the business of the Senate meeting. Thereafter, the majority of the members present at the Senate meeting shall constitute a quorum. If a member cannot attend a meeting, it shall be their responsibility to designate an alternate SEA member from their chapter who shall then have voting privileges. The member shall designate the alternate to the chairperson or the chairperson’s designee prior to the start of the meeting.

**C. Master Contract Negotiating Team (“Master Bargaining Team”)**

1. CHAIRPERSON - Chairperson of the Collective Bargaining Advisory Committee.
2. MEMBERSHIP –
  - a. There shall be up to fifteen full-time state employee members of SEA. One of these shall be the Chairperson of the CBAC.
  - b. The Master Bargaining Team shall be decided by a June vote of the Collective Bargaining Senate (senate). The senate meeting shall occur in even-numbered years in order to elect up to eleven (11) members to the Master Bargaining Team. If the senate does not elect 11 members at the June senate meeting, the Chairperson of the Master Bargaining Team shall appoint the remainder of those 11 team members. The nomination period shall begin not less than fourteen (14) days prior to the date of the election.
  - c. Up to three additional members shall be appointed by the Chairperson in consultation with the Master Bargaining team. In making these appointments, the Chair shall strive to ensure the representational diversity on the team.
  - d. Advisors may be used as required by the team.
  - e. If a vacancy occurs on the Master Bargaining Team, a replacement may be named by the Chairperson in consultation with the Master Bargaining team.
  - f. The Chairperson of the Master Bargaining Team may petition the Board of Directors for removal of a Master Bargaining Team member for just cause, including but not limited to meeting the duties and expectations set forth in this policy.
3. DUTIES –
  - a. Prepare proposals for the Collective Bargaining Agreement (CBA).
  - b. Meet with the State Negotiating Team.
  - c. Negotiate the CBA.
  - d. Prepare bargaining report for presentation to the Collective Bargaining Senate.
  - e. Request advice from the CBAC on any bargaining issue when needed.



- f. Shall review text of ratified CBA for errors prior to publication.
  - g. Shall review sub-unit proposals and assist the Sub-unit teams during negotiations to ensure adequate preparation for negotiations. This shall include the discussion of talking points, education of current CBA language, and proposing alternative language as needed.
4. EXPECTATIONS – Master Bargaining Team members shall:
- a. Arrive to meetings and return from breaks on time, and stay until the end of meetings, unless excused.
  - b. Attend all meetings unless otherwise excused by the Chair
  - c. Be positive and respectful of others.
  - d. Actively participate in all aspects of the negotiation process.
  - e. Refrain from using cell phones and laptops during meetings.
  - f. Speak one at a time and limit side conversations.
  - g. Be patient when listening to others and do not interrupt.
  - h. Maintain confidentiality.
  - i. Adhere to any other expectations set forth as representatives of SEA members.

**D. Ratification**

1. INITIAL PROCEDURE

- a. Master Bargaining Team files a final bargaining report of the tentative agreement to the Collective Bargaining Senate.
- b. Collective Bargaining Senate
  - 1. Authorizes the tentative agreement and recommends ratification and sends agreement to membership for ratification; or
  - 2. Rejects agreement and orders further negotiations; or other actions.

2. MEMBERSHIP RATIFICATION

- a. Eligibility – A state unit member of SEA shall be eligible to vote on ratification.
- b. Ratification – A simple majority of the eligible votes cast.
- c. Chapters may hold meetings for the purpose of discussing the proposed agreement(s) and request members of the Master Bargaining Team and/or Sub-Unit Bargaining Team to be present.
- d. Members of the Master Bargaining Team shall hold regional and/or work-place meetings to explain the terms of the tentative agreement.
- e. The signatory to a ratified agreement shall be the President of SEA.
- f. The President shall authorize an independent agent or a ballot committee to verify and count the ballots. The President, with advice and authorization of the Board of Directors, shall determine said ballot committee’s size and composition. The independent agent or the chairperson of the ballot committee shall certify the results of the balloting to the President and the Board of Directors. Ballot committee members shall not include members of the Master Bargaining Team or CBAC.

3. VOTING - Each member shall receive a copy of the final bargaining report, instruction sheet, ballot(s) and return envelope.

- a. Members will have fourteen (14) days from the date of mailing to return the ballot to SEA headquarters or to an independent agent. Return shall be established by the date of the postal mark if mailed, or date stamp if hand-delivered. Upon certification of the

election results by the chairperson of the ballot committee or the independent agent, the President shall order such results be made publicly known.

4. BALLOTS - The ratification ballot(s) shall be card stock.

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|--|
| <p style="text-align: center;"><b>SEIU Local 1984</b><br/><b>State Employees' Association of New Hampshire</b><br/><b>State Master Contract Official Ballot</b></p> <p style="text-align: center;"><b>In the matter of the proposed agreement between SEIU Local 1984, the State Employees' Association of New Hampshire, Inc. and the State of New Hampshire, I vote for:</b></p> <p style="text-align: center;">RATIFICATION (Yes) _____</p> <p style="text-align: center;">REJECTION (No) _____</p> <p><b>Must be returned to (Address to be returned to) or postmarked by (Date) _____</b></p> |
|--|

|   |
|---|
| <p style="text-align: center;"><b>SEIU Local 1984</b><br/><b>State Employees' Association of New Hampshire</b><br/><b>Sub-Unit Contract Official Ballot</b></p> <p style="text-align: center;"><b>In the matter of the proposed agreement between SEIU Local 1984, the State Employees' Association of New Hampshire, Inc. and the (Unit Name) _____ of the State of New Hampshire, I vote for:</b></p> <p style="text-align: center;">RATIFICATION (Yes) _____</p> <p style="text-align: center;">REJECTION (No) _____</p> <p><b>Must be returned to (Address to be returned to) or postmarked by (Date) _____</b></p> |
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**E. Legislative Rejection**

1. RSA 273-A provides for the submission of any cost items, i.e., terms or conditions which require an appropriation to the legislative body. The body may reject the cost items in whole or in part. If rejected, either party may demand that negotiations on the entire CBA or portions thereof be reconvened.

**F. Reopening of Contract Terms**

1. Contracts often contain clauses that may provide for the reopening of negotiations on specific items or issues at times prior to the expiration of the contract.
2. A reopening of negotiations shall be handled in the same manner as are original negotiations. The personnel, i.e., CBS, negotiating team(s), except for replacements for cause, shall remain the same throughout the terms of the agreement.

## **SUB-UNIT COLLECTIVE BARGAINING**

State classified employees are organized into units, generally along departmental lines to ensure negotiation of working conditions, standards and rules applicable within each general category of employees or department. Hereinafter, these units will be referred to as “sub-units” as used in the Collective Bargaining Agreement (CBA).

Sub-units may be established dependent upon the wishes of the employees, efficiency of bargaining and/or the history of labor relations. This allows occupational or divisional groups to identify their needs and pursue their demands within the total unit.

The following procedures, bodies and methods are hereby established as the Sub-unit Bargaining Structure:

### **A. Sub-units**

Any duly recognized unit of state government shall be eligible to establish a sub-unit bargaining committee. A unit shall be considered as duly recognized if:

1. It is currently in the CBA, or
2. It is otherwise officially recognized by the Association’s Board of Directors.

### **B. Sub-Unit Bargaining Committee**

1. Each duly recognized unit shall establish a Sub-Unit Bargaining Committee (SUBC).
  - a. Each SUBC will be coordinated by the SEA negotiator or organizer as an ex officio member who is responsible to notify each sub-unit in February of even numbered years that an SUBC must be established in March.
  - b. In single-chapter units, all efforts shall be made to involve the chapter president in the formation of the SUBC.
  - c. Each SUBC shall appoint a chairperson/point of contact.
  - d. For newly-established sub-units, the SUBC shall be established as soon as possible.
  - e. For multi-chapter units, all efforts shall be made to ensure representational diversity from each chapter.
2. The SUBC shall:
  - a. Solicit bargaining opinions, comments and ideas from unit members via email, direct member input and SEA staff input.
  - b. Survey the sub-unit members, using the survey template created by the CBAC. The SUBC can add to the survey template as desired.
  - c. Review survey results and develop a list of bargaining subjects for presentation to sub-unit members at their next chapter meeting for endorsement. All proposal ideas must be evaluated, vetted and approved by the SUBC.
  - d. Choose up to five (5) members for the Sub-Unit Bargaining Team (SUBT) with input from SEA staff if needed. The SUBT shall be established in June of even numbered years.
  - e. Forward the endorsed bargaining list to the SUBT.
  - f. Request SEA staff assistance with these duties, if needed.

**C. Sub-Unit Bargaining Team**

1. The SUBT shall consist of up to (5) five members of the sub-unit and shall be established in June of even numbered years.
2. The SUBC chairperson/point of contact shall be the chairperson of the SUBT. The chairperson of the SUBT shall be recognized as a member of the Collective Bargaining Senate.
3. For multi-chapter units, all efforts shall be made to ensure representational diversity from each chapter. SUBT chairperson may appoint up to two (2) unit members to provide balance to the team.
4. The SUBT shall:
  - a. Represent sub-unit employees at the bargaining table
  - b. Develop an outline or draft proposals from the endorsed bargaining list.
  - c. Attend negotiation training conducted by SEA staff
  - d. Consult with the Master Bargaining Team who shall assist the SUBT in preparing and/or reviewing all proposals to be presented for negotiations.
    1. Unless otherwise approved by the Chairperson of the MBT, all proposals shall be finalized by November 30 of even numbered years.
    2. Any exception requests to the timeline shall be considered and made by the Chairperson of the MBT in consultation with the MBT.
  - e. Develop talking points to present in support of the proposals during negotiations.
  - f. Request copies of their proposal language before presenting to the State, if needed. Note that proposal language shall not be distributed to the SUBT or sub-unit members in final format until formal presentation to the State.
  - g. Present sub-unit proposals to the State during negotiations.
    1. Although exceptions may be requested by sub-units for extenuating circumstances, bargaining schedules will be established through the Master Bargaining Team and the State.
  - h. Make interim reports to the sub-unit membership.
  - i. Request SEA staff assistance with these duties, if needed.

The SUBT, except for replacements due to unforeseen circumstances, shall remain the same throughout the term of the agreement.

**D. Ratification**

Ratification for each sub-unit agreement will be included in the procedure used for ratification of the CBA.

**STATE UNIT BARGAINING**  
**UNIT II**

Adopted July 8, 2004

State classified employees are organized into units, generally along departmental lines to insure negotiation of working conditions, standards and rules only applicable within a general category of employees or department.

Because of the complexity, diverse occupational titles, positions and pursuits, and physical and geographical locations within an established unit, several sub-units may be established dependent upon the (1) wishes of the employees, (2) efficiency of bargaining and (3) the history of labor relations.

The structured bargaining method has been successfully utilized and should not be discouraged. This allows occupational or divisional groups to identify their needs and pursue their demands within the total unit:

The following procedures, bodies and methods are hereby established as the State Unit Bargaining Structure:

A. **Units**

Any duly recognized unit of state government shall be eligible to establish a unit bargaining committee. A unit shall be considered as duly recognized if:

1. It has a current agreement, or
2. It is listed in the Preamble of the State Master Collective Bargaining Agreement, or
3. It has steward representation as listed in the State Master Collective Bargaining Agreement, or
4. It is otherwise officially recognized by the Association's Board of Directors.

B. **Unit Collective Bargaining Committee**

1. Each duly-recognized unit shall be entitled to establish a Unit Collective Bargaining Committee (UCBC).
2. Such committees shall be established no later than June of the year that negotiations are scheduled to begin. For newly-established units, the committee shall be established as soon as possible.
3. For multi-chapter Units, optimally each President in each Chapter in the Unit shall appoint at least two (2) but not more than four (4) people from his/her chapter who are Unit members to be committee members. At least one member of the committee shall be a member of the Association's Collective Bargaining Senate (CBS).
4. The committee shall select a chairperson from its membership at the first meeting of the committee. If such a selection does not occur, the committee chairperson shall be appointed by the chairperson of the Association's Collective Bargaining Advisory Committee (CBAC) from the membership of the committee. The UCBC chairperson shall be responsible for coordinating the activity of the committee and reporting the committee's

progress, on a regular basis or as requested, to the unit membership and to the CBAC.

5. The committee shall:
  - a. Solicit bargaining opinions, comments and ideas from unit members. Solicit unit members to be part of the unit negotiating team.
  - b. Prepare a list of bargaining subjects, issues, proposals and/or recommendations and a list of unit members who wish to be part of the unit negotiating team for presentation to unit members.
  - c. Submit such lists to the Unit members for endorsement.
  - d. Forward the endorsed bargaining list to the unit negotiating team.
  - e. The Association may, at the request of the committee, assign staff as appropriate to assist with these duties.

C. **Unit Negotiating Team**

Units with bargaining issues endorsed by the Unit members shall establish a Unit Negotiating Team (UNT) by September of the year in which negotiations are to begin. For newly-established units, the team shall be established as soon as possible.

1. The chairperson of the UCBC shall be the chair of the UNT.
2. The Unit Negotiating Team shall consist of no more than nine (9) members. There shall be at least one member of the Association's Collective Bargaining Senate on the team. Optimally each chapter within the unit shall have at least one member on the team. The UNT chair may appoint up to two (2) unit members to provide balance to the team.
3. The Unit Negotiating Team shall:
  - a. Represent the unit employees at the bargaining table, and
  - b. Make interim reports to the unit membership and to the UCBC.
4. Each UNT shall be assisted and supported by the Association's Collective Bargaining Administrator and/or that person's designee.
5. The Unit Negotiating Team, except for replacements for cause, shall remain the same throughout the term of the agreement.

D. **Ratification**

Ratification for each unit agreement will be included in the procedure utilized for ratification of the master contract.

E. **Reopening of Contract Terms**

1. Contracts with clauses which provide for the reopening of negotiations shall follow those procedures.
2. Contracts with specific items or issues to be negotiated prior to the expiration of the contract shall follow those procedures.
3. The reopening of negotiations for contracts without such clauses shall be handled in the same manner as are original negotiations.

**University System and Municipal and County Unit Bargaining**  
**UNIT III**

Employees of the university system, counties or cities and towns are organized into units which generally reflect their chapter organization. However, in some cases employees in the same chapter may be in different bargaining units. In the first case, the bargaining is simplified by the establishment of a single committee to serve as the collective bargaining committee and the negotiating team. In the second case, a single chapter may have two or more collective bargaining committees, one for each unit represented. Unit functions, although under the organizational umbrella of the single chapter will be kept separate. The difference between these units and the state's units is that the non-state unit scope of bargaining is monolithic. That is, all conditions of employment will be negotiated at the same time. Whereas, the state units negotiate certain conditions on a state-wide basis and others on a local basis.

The following procedures, bodies and methods are hereby established as the University System and Municipal and County Unit Structure:

A. **Unit**

1. Unit Collective Bargaining Committee: Such a committee shall be established for each unit within the unit.
  - a. Membership: The President in accordance with chapter by-laws shall appoint the committee(s). The number shall be determined according to the number of unit employees and the various occupational groups represented. The various occupations shall be represented proportionately.
  - b. Duties: The committee will prepare a list of subjects, issues, proposed demands and/or recommendations for presentation and endorsement to the unit employees. The committee, in its work, shall solicit the opinions, comments and ideas of individual members and may be assisted in this endeavor by Local 1984 through the utilization of opinion surveys, etc.

B. **Negotiating Team**

1. Negotiating teams will vary as to size dependent upon the number of employees to be represented and occupational categories represented. Local 1984' Collective Bargaining Advisory Committee, in consultation with the chapter will establish the team size and, if necessary, occupational quotas. In most cases it will be preferable to designate the collective bargaining committee as the negotiating team.
2. Negotiating teams will consist of the person(s) designated by their units (chapter) (appointed or elected). It may be necessary to designate certain members as advisors. However, all will play an active role in negotiations. A member of the SEA staff will serve as chairman and chief spokesman for the team. Other staff members may be assigned to the team to assist in the negotiations.
3. The Negotiating Team will represent the unit employees and will make interim reports to the unit membership.

C. **Ratification**

1. The Negotiating Team will consult with the unit from time to time but shall have the authority to agree to a tentative contract. The negotiating team shall provide the chapter president in the unit with a notice of the tentative agreement. A copy of the final bargaining report will be made available to all unit members. The unit employees in the chapter shall decide, prior to the commencement of negotiations

whether they wish a ratification vote by mail ballot or live balloting at a unit meeting called for that purpose but in all cases all voting shall be by secret ballot.

a. Mail Ballot:

1. Mail ballots will be sent to each member in the unit and will contain a final bargaining report, an instruction sheet, the ballot and return pre-addressed, stamped envelope.
  - ii. Members will have a period of seven (7) days from the date of mailing to return the ballot by U.S. Mail. Returns will be established by the date of the postal mark. Ballots need not be in the physical possession of Local 1984 on the seventh day.
  - iii. All ballots must be returned by U.S. Mail to Local 1984's official headquarters. Ballots received via hand delivery or messenger service will not be accepted.
  - iv. The President shall appoint a committee to be charged with the responsibility of verifying and counting the ballots.
  - v. The chairperson of the committee shall certify the results of the balloting to the president of the chapter and the Board of Directors.

b. Live Balloting:

- i. Members will receive reasonable notice for a meeting called for the purpose of conducting a ratification vote.
  - ii. A prepared ballot will be provided by Local 1984 to the chapter president in an amount equal to the chapter membership along with an alphabetical membership runoff. Ballots may be given to a unit member after the member's name has been checked off the list. The list and ballots shall be returned to Local 1984 in all cases, however, if the chapter chooses, the president may appoint a committee from among the membership to count the ballots and certify the results thereof at the meeting. In other cases, the ballots shall be counted and certified as are mail ballots. Members voting must be present to receive their ballot. Special arrangements with the approval of the Collective Bargaining Advisory Committee may be made in the case of twenty-four installations.
- c. Eligibility: A member in good standing of the SEA and the appropriate unit.
  - d. Ballot: The ratification ballot shall be standard and be styled in the form:



\*\*\*\*\*  
 \* State Employees' Association of New Hampshire \*  
 \* Local 1984, SEIU \*  
 \* Official Ballot \*  
 \* \*  
 \* In the matter of the proposed agreement between the State \*  
 \* Employees' Association of N.H., Local 1984, and the (appropriate \*  
 \* agency); I vote for: \*  
 \* \*  
 \* Ratification (Yes) \_\_\_\_\_ \*  
 \* Rejection (No) \_\_\_\_\_ \*  
 \* (Date to be Postmarked) \*  
 \* \*  
 \*\*\*\*\*

For mail balloting, a stamped envelope with the address of Local 1984's headquarters with the designation OFFICIAL BALLOT printed on the envelope will also be included.

- e. Ratification--A majority of the eligible votes cast.
- f. Signatories: The signatories to a ratified agreement shall be: President - Negotiating Team.

D. **Legislative Rejection**

1. RSA 273-A provides for the submission of any cost items; i.e., terms or conditions which require an appropriation, to the legislative body. The body may reject the cost items in whole or in part. If rejected, either party may demand that negotiations on the entire contract or portions thereof be reconvened.
2. Upon legislative rejection, the Negotiating Team will meet to determine whether or not further negotiations are in the best interest of the unit members.
3. In the case that the negotiating Team decides to demand renegotiation, such notice will be given immediately and all other procedures adopted above with regard to negotiation and ratification will prevail.
4. In the case that the negotiating Team decides not to demand renegotiation, such decision shall be submitted to the unit membership in accordance with the procedures established above for ratification.

E. **Reopening of Contract Terms**

- 1) Contracts often contain clauses which may provide for the reopening of negotiations in specific items or issues at times prior to the expiration of the contract.
- 2) Reopenings shall be handled in the same manner as are original negotiations. The personnel; i.e., Negotiating Team, except for replacements for cause, shall remain the same throughout the term of the agreement.

## **Community College System of NH (CCSNH) Bargaining Units (new 11/5/14)**

### **UNIT IV**

Employees of the Community College System of New Hampshire are organized into bargaining units that reflect their community of interest across multiple campuses and the CCSNH System Office. Generally, chapter governance and collective bargaining goals are best supported within the CCSNH by ensuring that each campus has duly appointed bargaining team members, labor management committee members and stewards for each bargaining unit.

The following provisions are intended to: ensure that an efficient and democratic approach is utilized to duly appoint members that will carry out CCSNH collective bargaining and related contractual representational responsibilities; ensure these members are allocated in a way that is responsive to each bargaining unit; and to ensure that there is a mechanism to broadly support CCSNH collective bargaining.

Members within a singular CCSNH bargaining unit may be from multiple chapters. In some cases, members in the same chapter may be in different CCSNH bargaining units. As such, these provisions are intentionally tied to chapter president appointments for governance purposes.

**CCSNH Collective Bargaining Support Committee:** CCSNH bargaining is efficiently supported by the establishment of a single committee to serve as a CCSNH-dedicated collective bargaining support committee. The committee shall serve as the liaison body with SEIU Local 1984's standing committee, the Collective Bargaining Advisory Committee.

Members of CCSNH bargaining unit teams shall automatically be members of the CCSNH collective bargaining support committee, in addition to any other CCSNH members volunteering to participate on the committee. The committee shall elect its own chair from its membership and an Association staff shall be assigned to assist the committee in its work.

The committee shall coordinate pre-bargaining cycle general research and education of the employer's current financial status, health care trends, general economic and political conditions, as well as serve as the conduit for basic collective bargaining training for all CCSNH bargaining unit bargaining teams. The committee may also support the development of CCSNH contract campaigns, general bargaining messaging strategies, or other related activities that are common to CCSNH bargaining units, with the mutual agreement of all bargaining teams and the committee. These duties may continue, as needed, throughout collective bargaining cycles.

#### **Collective Bargaining Team, Labor Management Committee and Steward Appointments:**

Collective bargaining for each bargaining unit shall be carried out with the assistance of duly appointed bargaining team members. The right to appoint bargaining team member(s), labor management committee member(s) and stewards rests with the applicable chapter president. Chapter presidents are encouraged to broadly invite chapter members to self nominate for these positions(s) and to hold elections for such appointments. Where there is an insufficient number of nominations, chapter presidents are encouraged to actively recruit chapter members for these positions.

The applicable chapter president shall have the right to appoint bargaining team member(s), as allocated below, per bargaining unit and campus. This right shall also apply for steward and labor management committee appointments, by bargaining unit and campus.

In determining the applicable chapter president, the campus and bargaining unit shall be the primary basis. In the event there is more than one chapter with members at a particular campus in a particular bargaining unit, the chapter with the greatest number of such members shall be determined to be the applicable chapter and as such that chapter's president shall have the right to appoint members for these positions.

**A: Staff Bargaining Unit.** Each campus is allocated one bargaining team member and the System Office is allocated one as well. Each campus is allocated one labor management committee member and the System Office is allocated one as well. Unless otherwise specified in the applicable collective bargaining agreement, each campus is allocated one steward, and the System Office is allocated one as well. Where additional allocations are specified in the applicable collective bargaining agreement, they are hereby allocated.

**B: Faculty Bargaining Unit.** Each campus is allocated one bargaining team member. The campus holding the largest number of faculty members is allocated an additional bargaining team member. Each campus is allocated one labor management committee member. The campus holding the largest number of faculty members is allocated an additional labor management committee member. Unless otherwise specified in the applicable collective bargaining agreement, each campus is allocated one steward. Where additional allocations are specified in the applicable collective bargaining agreement, they are hereby allocated.

**C: Adjunct Bargaining Unit:** Reserved.

**Bargaining Team Duties:** The team will prepare a list of subjects, issues, proposed demands and/or recommendations for presentation and endorsement to the bargaining unit employees. The committee, in its work, shall solicit the opinions, comments and ideas of individual members and may be assisted in this endeavor by Local 1984 through the utilization of opinion surveys, etc.

The team shall elect their chair from the team's existing membership. A member of the SEA staff will serve as chief negotiator for the team. The Association may assign additional staff to assist the team in the negotiations. The team will represent the unit employees in negotiations and will make interim reports to the unit membership.

**Ratification:** The bargaining team will consult with the bargaining unit from time to time but shall have the authority to agree to a tentative contract. The bargaining team shall provide the chapter president(s) in the unit with a notice of the tentative agreement. A copy of the tentative agreement will be made available to all bargaining unit members. Although not required, bargaining teams are strongly encouraged to hold a series of tentative agreement briefing meetings to ensure that bargaining unit members understand the tentative agreement prior to a ratification vote being conducted. Only SEA members within the bargaining unit shall have the right to vote on whether to ratify the tentative agreement; voting shall be done by mail ballot according to the following provisions:

**Mail Ballot:**

1. Mail ballots will be sent to each SEA member in the bargaining unit and will contain a copy of the tentative agreement reached, an instruction sheet, the ballot and return pre-addressed, stamped envelope.
2. SEA members will have a period of fourteen (14) days from the date of mailing to return the ballot by U.S. Mail. Returns will be established by the date of the postal mark. Ballots need not be in the physical possession of Local 1984 on the fourteenth day.
3. All ballots must be returned by U.S. Mail to Local 1984's official headquarters. Ballots received via hand delivery or messenger service will not be accepted.
4. The SEA President shall appoint a committee to be charged with the responsibility of verifying and counting the ballots.
5. The chairperson of the committee shall certify the results of the balloting to the SEA President.
6. Ballot: The ratification ballot shall be standard and be styled in the form:

\*\*\*\*\*

\* State Employees' Association of New Hampshire \*

\* Local 1984, SEIU \*

\* Official Ballot \*

\* \*

\* In the matter of the proposed agreement between the State \*

\* Employees' Association of N.H., Local 1984, and the (appropriate \*

\* agency); I vote for: \*

\* \*

\* Ratification (Yes) \_\_\_\_\_ \*

\* Rejection (No) \_\_\_\_\_ \*

\* (Date to be Postmarked) \*

\* \*

\*\*\*\*\*

7. A stamped envelope with the address of Local 1984's headquarters with the designation OFFICIAL BALLOT printed on the envelope will also be included.
8. Ratification--A majority of the eligible votes cast.
9. Signatories: The signatories to a ratified agreement shall be: the SEA President, the bargaining team chair, the staff negotiator, with the balance of the bargaining team members subsequently listed. -

## Rejection

1. In the event a tentative agreement is rejected by the voting SEA members, the bargaining team will meet to determine whether further negotiations are in the best interest of the unit members.
2. In the case that the bargaining team decides to demand renegotiation, such notice will be given immediately and all other procedures adopted above with regard to negotiation and ratification will once again apply if a tentative agreement is eventually reached.
3. In the case that the bargaining team decides not to demand renegotiation, such decision shall be submitted to the SEA members in the bargaining unit in accordance with the procedures established above for ratification.

## Reopening of Contract Terms

1. Contracts often contain clauses which may provide for the reopening of negotiations in specific items or issues at times prior to the expiration of the contract.
2. Reopenings shall be handled in the same manner as are original negotiations. The personnel; i.e., bargaining team, except for replacements for cause, shall remain the same throughout the agreement.

## CONTRACT ADMINISTRATION

Contract administration, though often ignored, is one of the most important facets of collective bargaining. The best of agreements will prove empty if not administered properly. Local 1984 can only administer these agreements efficiently and properly through a system of member-employee agents or stewards (stewards).

Enforcement of a contract is merely an extension of the collective bargaining procedure. The primary duties of the Steward or steward are to insure that each and every provision of the contract is strictly adhered to and to advise and represent employees in the grievance procedure. Steward committees will also be called upon to consult with management from time to time. The role of the steward is one of protector and advocate. The stewards, when performing their duties, are the authorized agents of Local 1984, recognized as such by management.

### **Method of Appointment:**

The President of Local 1984 shall appoint all stewards from a list submitted by the unit chapter presidents. Individuals may be placed on the list by recommendation of the chapter president or by election, dependent upon the wishes of the members.

**TERM OF OFFICE** - Each steward will serve for the duration of the unit's agreement unless otherwise removed from office.

### **Suspension:**

Any steward who is on leave status for workers compensation, any leave of absence with or without pay, or for medical reasons in excess of one week shall be suspended from his/her duties. His/her duties shall be assumed by another unit steward, if permitted by contract; or by a Local 1984 field representative.

### **Removal From Office:**

- a. Charges against a Steward for action detrimental to Local 1984 or employees in the bargaining unit shall be preferred only by another employee in the unit, in writing, with the President of Local 1984.
- b. The President of Local 1984 may suspend a Steward for due cause if charges have been properly preferred.
- c. Within ten (10) days of the filing of such charges, the President shall appoint a trial board of three (3) members of the Trial board Pool and designate one member as chairperson, none of whom shall be members of the same sub-unit as the charged member. The Secretary of Local 1984 shall furnish the accused with a copy of the charges.
- d. The trial board shall fix a date for hearing the charges and shall notify both accuser and accused, in writing, of such date at last ten (10) days prior to the hearing.
- e. At a hearing, both accused and accuser may produce witnesses in their behalf.
- f. The trial board shall furnish each party with a copy of its decision.
- g. In case the charges are sustained, the trial board shall reprimand, suspend or remove from office the guilty party.

- h. Within twenty (20) days of receipt of the decision of the trial board either party may file with the President of Local 1984 a notice of appeal to the Board of Directors.
- i. Within thirty (30) days of receipt of notice of appeal, the Board of Directors shall review the record of the proceedings before the trial board and shall approve or disapprove of the action of the trial board.
- j. The President of Local 1984 shall advise both parties of its action. Said action may be appealed to the annual convention.

**Trial Board Pool:**

After the adoption of this Section and thereafter at the commencement of each new contract period, the Collective Bargaining Advisory Committee (CBAC) shall nominate a pool of members to the Board of Directors to serve as possible appointees to the Board. The CBAC shall nominate only members in good standing, known for their veracity and integrity and shall nominate not less than twelve (12) nor more than eighteen (18) members.

**JOB ACTION POLICY**

The State Employees' Association of New Hampshire shall always encourage and promote sound labor relations through strong collective bargaining, discussion and persuasion. Further, it is the express intention of Local 1984 to encourage and promote the maintenance of uninterrupted public services, whenever possible. It shall be the continued policy of Local 1984 to strive to resolve all matters relating to employee relations in a reasonable and peaceful manner. Every available proper process, mediation, factfinding, arbitration, will be proposed and pursued in an effort to resolve any dispute which arises.

Certain circumstances or conditions may arise, however, wherein it is improbable or impossible for such methods as described above to be productive; or having been pursued, failed; or having been proposed, were rejected. In such cases, it may become necessary to consider alternative methods to pursue employee goals such as the withholding of employee services or other concerted activity. In all cases, such serious actions shall be weighed heavily and recommended as a last resort. The membership shall always make the final decision with respect to these matters.

The following procedure is hereby established for the purpose of administering this policy:

A. **Picketing and Slowdowns** - Employee Services Maintained

- 1) Picketing means informational picketing; that is, providing information to the public via pickets, not associated with a strike.
- 2) Slowdowns mean (a) the strict enforcement and application of all rules, regulations and procedures of the agency or (b) the performance of all job tasks in an inefficient or otherwise slow manner.
- 3) Such job actions may be recommended to the Board of Director's for authorization by: Unit I--a majority of the Collective Bargaining Senate, a majority of the Collective Bargaining Senate/Association Council or by five chapters; Unit II--the negotiating committee or a majority of the unit committee; Unit III--the negotiating committee or a majority of the chapter officers or a majority of the unit members.
- 4) Such recommendations shall be forwarded to the Board of Directors, through the President stating the recommended action and the reasons therefore.

- 5) The Board of Directors shall take on advisement, the recommendation, and vote to authorize or reject the recommendation.
- 6) Authorized job actions shall be conducted under the supervision of Local 1984 and Unit officers and staff as may be assigned.
- 7) All job actions will be conducted in a peaceful manner and in accordance with such reasonable rules and regulations as may be established by the Board of Directors.
- 8) All member questions, objections or recommendations relating to the job action shall be directed to the President or his/her designee.

B. Strike - Employee Services Withheld

- 1) Strike means the concerted withholding of employee services for the purpose of influencing the resolution of a dispute.
- 2) A strike action may be recommended to the Board of Directors for authorization by: Unit I--a majority of the Collective Bargaining Senate, a majority of the Collective Bargaining Senate/Association Council or by five chapters; Unit II--the negotiating committee or a majority of the unit committee; Unit III--the negotiating committee or the majority of the chapter officers or a majority of the unit members.
- 3) Such recommendation and reasons therefore shall be forwarded in writing, to the Board of Directors, through the President for its consideration.
- 4) The Board of Directors upon proper application set forth above or upon its own motion, shall authorize a strike vote by either a mail ballot of all members or by the SEA Council.
- 5) If a mail ballot is chosen, a strike vote shall be by secret ballot. All members in the unit in good standing shall be eligible to vote.
- 6) The President shall direct that each eligible member be mailed a copy of the recommendation, a prepared ballot and a stamped pre-addressed envelope.

7) The ballot shall be a 4" x 6" index-sized card and shall be styled:

```

*****
*                               *
*           State Employees' Association of New Hampshire           *
*                               *
*                   Local 1984, SEIU                               *
*                               *
*                   Official Strike Ballot                         *
*                               *
*   Shall Local 1984 authorize a strike of (unit name) Employees? *
*                               *
*                               *
*   YES _____ NO _____ *
*   (No) _____ *
*   (Date to be Postmarked) *
*                               *
*****

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- 8) Members will have a period of six (6) days from the date of mailing to return their ballot by mail. Return will be established by the date of the postal mark; ballots need not be in the physical possession of Local 1984 on the sixth day.
- 9) All ballots must be returned by U.S. Mail to Local 1984's official headquarters. ballots will not be accepted if hand delivered or received via messenger service.

- 10) The President shall appoint a committee from the Board of Directors to be charged with the responsibility of verifying and counting the ballots.
- 11) The chairperson of the committee will certify the results of the balloting to the President and the Board of Directors.
- 12) A majority vote of the Board of Directors with the authority to authorize a strike.
- 13) The Board of Directors shall specify the time and date on which strike actions may be commenced.
- 14) Authorized strikes shall be conducted under the supervision of the President and staff as may be assigned.
- 15) All strikes shall be conducted in a peaceful manner and in accordance with such reasonable rules and regulations as may be established by the Board of Directors.
- 16) Any member who refuses to observe an authorized strike may be subject to discipline including expulsion. Charges under this section shall be filed and pursued under the Charge and Trial Procedure of Local 1984's Constitution.

C. **Unauthorized Strikes**

- 1) Any member who shall engage in an unauthorized or wildcat strike or other similar job action shall be subject to disciplinary action by Local 1984 including expulsion. Charges under this section shall be filed and pursued under the Charge and Trial procedure of Local 1984's Constitution.
- 2) Local 1984 shall take every action available to inform persons who may engage in such activity that (a) the job action is not authorized; (b) Local 1984 cannot be responsible for the employees' action; (c) encourage such employees to return to work; and (d) inform such employees that they may be subjected to disciplinary action.

**SERVICE FEE REVIEW PANEL**

The following policy is enacted to facilitate and process complaints of non-members who have been assessed a service fee pursuant to a collective bargaining agreement.

1. Policy. It is the policy of Local 1984 to utilize funds received from service fees to support Local 1984 and its activities related to collective bargaining services.
2. Every individual non-member who registers a complaint in writing which protests the expenditure of his/her service fee funds on political or ideological activities shall have their complaint reviewed and adjudicated impartially and expeditiously.
3. Complaints. A non-member's complaint must be submitted to the President in writing and contain the non-member's full name and mailing address.

The complaint shall be referred to the chairperson of the Service Fee Review Panel.



4. Panel.
  - A. The Service Fee Review Panel shall consist of five Local 1984 members at large, appointed by the president with the consent of the Board of Directors. The president shall appoint one of the Panel's members to serve as chairperson. All members shall serve for the term of the contract.
  - B. The Panel shall be advised by a Local 1984 attorney and may require the attendance of or pertinent information from the President or treasurer in the execution of their duties.
5. Hearings. Complaints will be heard expeditiously and whenever possible within twenty (20) working days of receipt.

Complainants shall have the right to be heard and have the right to counsel.

An electronic recording of the hearing will be permitted upon request.

Notice of the hearing will be given in writing to all parties, not less than seven (7) calendar days in advance of the hearing.

The Panel shall render a decision in writing within ten (10) days of the close of the hearing.

6. Remedies. The Panel shall, after hearing the complaint (a) dismiss the complaint as unfounded; (b) order reimbursement of any misused funds; or (c) order a prorata reduction in future fee assessments.
7. Appeals. A party to any complaint filed under this policy may appeal the decision of the Review Panel to the Board of Directors by giving notice of such an appeal in writing to the President within twenty (20) days of the date of the decision of the Panel.

The Board shall permit written arguments to be submitted and may, upon request, permit oral presentations of the parties.

The Board shall render its decision as soon as possible, but not later than thirty (30) days after the close of the hearing.

**POLICY OF THE BOARD OF DIRECTORS  
THE NEW HAMPSHIRE STATE EMPLOYEES'  
ASSOCIATION, INC., SEIU LOCAL 1984**

**2/21/02**

**RE: Agency Fee/Fair Share**

The New Hampshire State Employees' Association, Inc., SEIU Local 1984 (SEA) Board of Directors hereby adopts the following policy in regard to the fair share/agency fee provisions of the collective bargaining agreement negotiated for State classified employees.

It shall be the policy of SEA in regard to all fair share provisions and actions to comply with any and all Federal and State statutory and regulatory law, applicable court cases, the collective bargaining agreement, and other applicable laws; and to that end adopts as may be appropriate to SEA, the SEIU Amended Guidelines for Administration of Public Sector Fair Share Fees, May 1997. The following summarizes and complements said guidelines.

**AUDIT**

SEA shall have an audited financial statement prepared for each fiscal year. Said statement shall be prepared by an independent certified public accountant.

**CALCULATION OF FAIR SHARE**

Based upon the most recently available audited financial statement, SEA shall prepare a calculation identifying the proportions of the union's expenditures that are chargeable (e.g., collective bargaining, representation, and related activities) and nonchargeable (e.g., political ideological activities, lobbying not directed toward ratifying or implementing the collective bargaining agreement, etc.). The certified public accountant shall verify the determination of the amount of local union expenditures that are chargeable and nonchargeable. When the fair share percentage allocation is arrived at, through audit, it shall be the SEA policy to subtract one percent (1 %) from that percentage, simply as an additional method to ensure that the final figure is fair and reasonable.

**NOTICE TO FAIR SHARE PAYERS**

When the calculations as to chargeable expenses have been made, notice shall be given to fair share payers with the following information, on an annual basis.

- a. The fair share fee received from the public employees will be the percentage of union dues spent on chargeable activities.
- b. The percentage of such chargeable expenses of both the local union and the international union (as to per capita tax).
- c. The audited financial information and the calculations as to the chargeable expenditures of SEA and SEIU in the major expenditure categories.

- d. A statement indicating the period of time, i.e., the year for which the calculations were made.
- e. Reasonable information as to how a challenger may invoke the procedure to review the local union's calculation of its chargeable and nonchargeable expenses.
- f. The fact that there is a thirty (30) day period for receipt of a challenge, as to the allocation of chargeable and nonchargeable expenses; that the thirty (30) day period shall commence from the mailing of the notice to the fair share payer; that the challenge shall be considered timely-filed if received at SEA headquarters or postmarked within the thirty (30) day period; and that if notice of a challenge is not received, then SEA shall assume that no challenge is being made.
- g. A statement explaining that a challenge shall be in writing and sent to SEA, setting forth the name, address, social security number, work location, work telephone number, and employer of the challenger.
- h. A statement that any amount of allegedly nonchargeable expenses reasonably in dispute will be kept in an interest bearing escrow account.
1. A statement that all disputes regarding the agency fee established by SEA will be resolved through an arbitration procedure administered by the American Arbitration Association, Rules for Impartial Determination of Union Fees.

### **DISTRIBUTION OF NOTICE**

The notice shall be distributed to the fair share payer as soon as practicable after the close of SEA's prior accounting year. The notice shall be sent once each year. Nonmember agency fee employees hired after the distribution of the annual notice shall be sent a copy of the same notice as soon as SEA is aware of their employment.

### **ESCROW ACCOUNT**

The local union shall establish an FDIC interest bearing account and deposit a portion of the fair share fees into said account at the recommendation of the Finance Committee, with the approval of the Board of Directors, deemed necessary to cover any possible challenge to the amount established by the independent auditor, until such time as any challenges made in compliance with the policies herein are resolved through the arbitration process as established herein.

### **ARBITRATION PROCEDURES**

SEA shall utilize the American Arbitration Association and its established procedures regarding agency fee/fair share challenges, as the mechanism by which fair share/agency fee challengers may challenge the fair share allocation. Upon receipt of a written challenge, SEA shall initiate the procedures of the American Arbitration Association, who will communicate with the challenger and SEA. SEA shall also inform the challenging employee that copies of all documents upon which SEA made its calculations are available for inspection in advance of the arbitration hearing at the SEA offices during regular business hours or a reasonable accommodation will be made, and further that SEA intends to introduce such records at the arbitration hearing.

## **CONSOLIDATION OF CHARGES**

All challenges shall be consolidated to be heard at one hearing before the arbitrator. The arbitration hearing shall begin as promptly as possible after the close of the challenge period, and the award by the arbitrator shall be issued as promptly as possible after the close of the hearing. There shall be only one arbitration each year.

## **IMPLEMENTATION OF THE ARBITRATOR'S DECISION**

When the arbitrator issues a decision on the challenges, the funds in the interest bearing escrow account shall then be distributed in accordance with the arbitrator's decision. To the extent allowed by State and Federal law, the arbitrator's award shall only apply to the specific challengers who proceeded to and completed the arbitration challenge process.

## **RECORDKEEPING**

SEA shall maintain accurate records of its expenditures and activities such that both chargeable and nonchargeable expenses and time may be reasonably determined.

## **INFORMATION REQUESTS CONCERNING AGENCY FEES (Adopted 8/11/11)**

The SEA, SEIU Local 1984 shall provide all information reasonably requested concerning the calculation of Agency Fee rates as provided by Article 5.8.1 of the Collective Bargaining Agreement with the State (and other SEA collective bargaining agreements) including, but not limited to, audit and related information and documentation. This information shall be provided only to those agency fee payers who have timely filed an objection or challenge within the procedures outlined by SEA policy, federal and State law, and the applicable Rules of the American Arbitration Association (“AAA”) Requests for such information outside the scope of the Agency Fee Objection process and outside the scope and applicability of the applicable AAA rules shall not be honored. Rather, such requestors shall be advised of the time and procedures relative to the next Agency Fee Objection proceedings and this information policy applicable thereto.

## RELIGIOUS OBJECTOR'S POLICY

1. In the event that any employee covered by the Collective Bargaining Agreement Article 5.8(a) sincerely holds a religious belief that does not permit him or her to pay the Fair Share fee, that employee shall have the right to refuse to make Fair Share fee payments directly to the Union. Employees, who for religious reasons, object to the payment of the Fair Share fee shall acknowledge such reasons to the Union in written form, using the attached form and/or any other written documentation that specifically details their objection. The notification to the Union shall be in writing. Such notice shall be sent to the President, SEA, 207 North Main Street, Concord, NH 03301.
2. The union will create and continue a Fair Share Religious Objector Committee that will be made up of at least 5 members who will review the objections and make an informed decision as to whether the objections filed are proper religious objections. Upon written acknowledgement of the religious objection, the committee will review the objection, and respond to the objection within fifteen (15) business days from the date of filing.
3. If the Union accepts the employee's religious objection, the employee will then be required to make bi-weekly payments, in amounts equal to the Fair Share fee, directly to one of the following organizations:
  - a. Make-A-Wish Foundation
  - b. Society for the Protection of NH Forests
  - c. USA CARES
  - d. NH Food Bank

The employee's objection will remain valid for as long as the employee continues to make the necessary payments to one of the four organizations.

4. If an employee's objection is rejected, the employee will receive written notice of said objection and the procedures to appeal such objection if necessary.

NHSEA-SEIU Local 1984  
Application for Religious Objector Status  
under Union Security Article

The NHSEA-SEIU Local 1984 requires bargaining unit members who decline to join the union as members, or to fund its political or ideological work, to pay a Fair Share fee reflecting their pro-rata share of the union's expenditures that are germane to collective bargaining and contract administration. This policy provides a partial exception that is designed to accommodate employees who hold sincere and bona fide religious beliefs that conflict with the Fair Share fee obligation. Such religious objectors will be permitted to make payments in the same amount as the Fair Share fee, and on the same schedule, but to a non-religious charitable organization selected by the employee from the following four (4) choices:

- a. Make-A-Wish Foundation
- b. Society for the Protection of NH Forests
- c. USA CARES
- d. NH Food Bank

This form is designed to help establish whether your beliefs and objections qualify for accommodation under the policy. If you believe you qualify, please complete this form and return it as soon as possible. A committee of members appointed by the NHSEA-SEIU President will review your application and will decide whether you are eligible for accommodation. While your application is pending, or while any resulting dispute is being decided concerning your eligibility, you should make payments to the Union in accordance with the same provisions as other Fair Share Fee Payers.

If you hold a sincere and bona fide religious belief that conflicts with an obligation to pay the Fair Share fee to NHSEA-SEIU Local 1984 please provide the following information:

**CONTINUE YOUR ANSWERS ON ADDITIONAL SHEETS IF NEEDED**

|             |                  |
|-------------|------------------|
| Name:       | Date of Hire:    |
| Address:    |                  |
| Position:   | Bargaining Unit: |
| Department: | Work Location:   |

- 1) Describe in detail the belief that forms the basis for this objection:
  
  
  
  
  
  
  
  
  
  
- 2) What makes this belief "religious," as opposed to political?
  
  
  
  
  
  
  
  
  
  
- 3) When did you form this religious belief?

- 4) What evidence can you offer, whether from witness or other resources, that would prove that you sincerely hold this belief?
  
- 5) Describe specifically how this religious belief conflicts with the payment of the Fair Share fee to this Union in particular or the payment of service fees to labor unions in general. Identify any specific actions the Union has taken or failed to take that create such as conflict:
  
- 6) If the conflict between your beliefs and the service fee obligation under this contract is based on writings or teachings of religious leaders or others associated with a broader religious or community of faith of which you are a member, please identify any such writings, or provide the names and contact information of any person who could attest to the conflict you have identified.
  
- 7) Do your religious beliefs make any other practical difference in your life, besides conflicting with the service fee obligation under this contract? If so, please describe:
  
- 8) Please provide any additional information that you believe will be helpful in evaluating your application.

*Mail completed application to NHSEA-SEIU Local 1984, Attn: President, 207 North Main Street, Concord, NH 03301.*

The NHSEA-SEIU Committee on Religious Objections will contact you if it believes that additional information beyond what you have provided would be of assistance in reviewing your application.

**SECTION XXI**  
**SUPPLEMENTAL FRINGE BENEFIT PLANS**

- A. **Background:** The Collective Bargaining Advisory Committee (CBAC) has been drawn into the process of consideration of possible membership fringe benefits because of the possible conflict between "members only" benefits sponsored by the Association and those currently sought or possible additions to the "employer paid" benefits secured through collective bargaining. In 1982, due to this possible conflict, the CBAC was asked to review several benefit plans. The Committee, however, feels that its purpose is set forth in the Constitution and its in-depth involvement in this area is both unnecessary and counter-productive to its central mission. The Committee is concerned about possible conflicts but feels a less restrictive review will accomplish the objective of the Board and Committee as well as preserve the integrity of the purpose of the Membership Fringe Benefits Committee.
- B. **Statement of Purpose:** It is the intent of the Collective Bargaining Advisory Committee to maintain an equitable balance between the Association's obligation to provide supplementary fringe benefits to SEA members and its obligation to safeguard legitimate employee benefits funded in whole or in part by their employer.

In order to effectuate this goal, the CBAC will request that any employee benefit program which may be of interest as a bargaining objective, be referred to it for review. Any program or product determined not to be of bargaining interest will be referred back to the appropriate committee.

Areas of known interest to the committee are life insurance, income and injury protection, supplemental health benefits and retirement supplements.

There also exists a number of services which do not require committee referral, including, auto and home owners insurance, mutual funds, travel and retail discount purchasing programs.



**SECTION XXII**  
**TEMPORARY AND PROBATIONARY EMPLOYEE'S MEMBERSHIP**

- A. **Eligibility:** Temporary and probationary employees are eligible for membership in the organization (Article III, Section 1, SEA Constitution).
  
- B. **Dues:** In order to be a member in good standing and eligible to all the rights and benefits of membership, one's dues must be current (Article III, Section 1, SEA Constitution).

**SECTION XXIII**  
**ENDORSEMENT OF CHARITABLE ORGANIZATIONS**  
**(amended 8/14/08)**

In considering the entire scope of charitable organizations and programs, the Association wishes to stress to individual members and chapters the importance of community and state-wide needs, as opposed to national causes.

A. **Association:**

1. The Association shall sponsor Operation Santa Claus under the direction of the Operation Santa Claus Committee (Constitution Article X, Section 2, b, 11).
2. The Association may make cash contributions in the Association's name to charitable causes other than Operation Santa Claus, provided that for any requests received:
  - a. the President recommends the charitable contributions to the Board,
  - b. the Board approves the charitable contribution, and\
  - c. funds are available
3. The Association recognizes that members may wish to personally endorse certain charitable organizations; therefore, the Association may allow, at the recommendation of the Member Benefits Committee, reports of and/or correspondence from charitable causes to be appropriately publicized.
4. The Association may sponsor, or endorse at the Board of Directors' discretion, blood donor drives, organ donor programs or United Way.
5. Charitable organizations may place free-of-charge advertisements in the Association's newspaper, subject to space being available.

B. **Chapters:**

1. The Association recommends that chapters consider sponsorship and/or endorsement of Operation Santa Claus as their first priority.
2. Outside endorsements or contributions are permissible at the discretion of the chapter, and subject to the Board of Directors concurrence.

**SECTION XXIV**  
**SCREENING PROCEDURE FOR ENDORSEMENT OF POLITICAL CANDIDATES**  
**BY THE ASSOCIATION**  
**(Replaced BOD 6/12/08)**

I. Policy:

A. Screening of Political Candidates:

- a. The Political Education Committee (Committee) shall be responsible for screening and interviewing political candidates for State Employee Association (SEA) endorsement. The Committee shall be responsible for the design of appropriate questionnaires and interview format.
- b. Such candidate screenings shall be within any limitations, if any, set up by the Board of Directors (Board).
- c. The Committee shall make its recommendation to the Board for endorsement action.

B. Endorsement of Political Candidates:

- a. The responsibility for candidate endorsement rests with the SEA Board.
- b. Action on political endorsements by the Board shall be taken after receiving recommendations from the Committee.

II. Policy Goals:

- Identify those issues, which the SEA considers a priority in the upcoming election cycle (local, state, federal levels).
- Educate members on these issues and where candidates stand on these issues.
- Educate members on labor friendly candidates with the goal of (re-)electing them to office.
- Provide an effective vehicle with which to get out member votes for endorsed candidates.
- Ensure members are provided with a political education program, specific to the election cycle and priority issues, that enables members to gauge the approximate alignment of candidates with our issues.
- Promote our issues in the media, general public, political parties and other stakeholders through an effective endorsement process.
- Provide members the opportunity to participate in the political process that not only promotes our issues, but also positively reflects upon our union and our endorsed candidates and protects members from harm or harassment in the workplace.
- Ensure the political endorsement process is ethically carried out each cycle, and that political candidates do not have undue access to members nor provide them with any gifts, favors, etc.

III. Policy Considerations

The following are the recommended considerations for the Committee to consider during the process of screening, interviewing and ultimately recommending candidates for endorsement.

- A. Candidates shall be screened based on issues of interest to the SEA rather than political party affiliation.
- B. There may be different levels of support recommended for a candidate, representing something as simple as a letter of support, to recommending members' consideration, thru ultimately endorsing and providing member education, a commitment of volunteer time, and "Get Out the Vote" programs and potentially recommending SEIU or SEA financial support.
- C. In a primary, candidate support may be made in more than one party for the same position. Endorsement in a primary may ultimately be as important as during the General Election, as

it may provide the greatest opportunity to publicized labor issues, educate the membership and elect labor-friendly candidates.

- D. It is advisable to endorse as early as possible by developing a timeline and working backwards from Election Day. Time needs to be allowed for establishing an interview subcommittee (if any), completion of questionnaires (if any), scheduling of candidate visits and member polling. It is felt that endorsements made within weeks of Election Day will be in name only and can have little impact toward educating our members and ultimately have little impact on the outcome of the election.
- E. The results of any recommendation should be to identify a candidate who best represents the core issues important to the SEA. The resulting process should be to educate the membership on these merits rather than to “tell” members who to vote for. We must respect the fact that each member has the right to vote for the candidate of his or her choice, or to abstain from voting.
- F. SEA needs to maintain the integrity of the endorsement process. Any attempt by the Committee, Board, Council, Convention or any individual member or group of members to disrupt this process should be addressed quickly and be considered for potential ethics violations. Any attempt by one or more candidates, their staff or supporters, ranking members of a political party, or the media to interfere with OUR internal process shall be immediately curtailed and dealt with in accordance with the applicable Board policy.
- G. The responsibilities of the Committee shall be:
  - a. Identify major issues of importance and relevance to our Local and develop a questionnaire based on these issues. The questionnaire should include a “right to organize” pledge.
  - b. Develop background materials to educate members, candidates and candidates’ staff.
  - c. Make a recommendation about the races in which SEA should be involved. In those races a questionnaire should be distributed to all candidates registered with the Secretary of State in order to avoid the appearance of favoritism.
  - d. Establish deadlines for return of questionnaires and send out. If possible, call to confirm receipt and emphasize deadline. Call again prior to deadline. This process may be waived and instead of requiring a questionnaire, a candidate’s voting record and/or history relative to labor issues identified in section (a) may be utilized.
  - e. Develop interview questions to ask candidates.
  - f. Develop specific endorsement criteria. Consider weighing some issues/criteria more heavily than others.
  - g. Determine whether failure to meet any one or more criteria is a “deal breaker”.
  - h. Review questionnaires and follow up to obtain more specific background information if necessary. Use quotes only in carefully crafted messages preserving the candidates’ ability to work with the SEA.
  - i. Offer interviews to all candidates who via the questionnaire/voting record review are deemed “Labor Friendly” candidates.
  - j. During the interview, begin to set expectations about key votes and actions SEA will expect if elected/re-elected.
  - k. The Committee shall provide a copy of this policy to all candidates seeking an endorsement.

#### IV. Prohibited Practices:

The following prohibited practices are in place to ensure that the SEA maintains the integrity of the political candidate endorsement process and to ensure that conflicts of interest are avoided. For the purposes of this policy, a conflict of interest means any activity, which creates an actual, direct and substantial conflict of interest with a member’s official SEA role and responsibilities within the

Committee and/or the Board. Members who are concerned that they may be at risk of violating one or more of the following prohibited practices are encouraged to fully disclose such concern as such disclosure may prevent their exclusion from voting in the endorsement process:

1. Any elected officer, Board member, or Committee member serving as hired staff or a volunteer official to a political candidate, is prohibited from casting a vote in any step of the SEA endorsement process in which said candidate is listed on the official State ballot.
2. Member confidential information is prohibited from release to any campaign or political party without such member's written consent (unless it is deemed public information).
3. Any member who has an official opportunity to vote in the endorsement process is prohibited from accepting favors or gifts, or offers of such, from candidates for offices for which SEA has undertaken an endorsement process, or their representatives. Campaign related material will not be considered a gift, as long as it is provided with the knowledge of the Committee.

#### V. Violations of Prohibited Practices:

- Any member who violates a prohibited practice, described herein, may face SEA ethics charges.
- Any political candidate, who violates a prohibited practice, or whose representative does so, whether knowingly or unknowingly, may be subject to exclusion from the SEA endorsement process for the remainder of the pertinent election cycle. It shall be the responsibility of the Committee to conduct an investigation of such charges and to make a recommendation for action to the Board within 14 days of allegations of candidate wrongdoing. It shall be the responsibility of the Board to make a final determination of what, if any action, the SEA will take in this matter, including but not limited to full rescission of an already publicly announced endorsement. In no instance shall any member of the Committee or Board that is a subject of or party to an alleged candidate's violation be permitted to vote in any votes involved in the remedies discussed herein.

**SECTION XXV**  
**MUNICIPAL AND COUNTY AFFILIATION PROCEDURE AND POLICY**

- A. It shall be the duty and responsibility of the Field Representative to seek out or receive inquiries from groups of public employees who potentially could become Association members. The Field Representative shall pursue such duties with an eye toward the best interests of the Association, the best interests of the employees in question and any restrictions which might be imposed by the Constitution of the Association or by state and federal statutes.

It shall be the responsibility of the President or his designee to oversee the development of new employee groups as members of the Association. The Field Representative responsible for such development shall keep the President or his designee appraised of his/her actions and shall report the political ramifications potentially significant positive or negative impacts upon the Association and the likelihood of success of such developments of employee groups.

- B. The Field Representative will investigate the initial reasons an employee group is interested in membership (assumed to be collective bargaining in most cases) and shall collect payroll deduction cards and Public Employee Labor Relations Board (PELRB) petition cards in anticipation of future actions. Said dues deduction cards shall not be put into effect until chapter formation procedures have been completed and/or until negotiations have begun.
- C. A brief description of the employee group being investigated including a declaration of the number of prospective members shall be presented to the Board of Directors at a regularly scheduled meeting, or at an emergency meeting if legal time limits require it.
- D. Following that meeting of the Board of Directors, the chapter formation process and the bargaining unit process shall be initiated at the appropriate times.

**SECTION XXVI**  
**FINANCIAL MANAGEMENT**  
**(adopted 4/14/05)**

- A. **Transactions:** Financial transactions will be separated so that no one person may initiate, approve, and reconcile transactions without intermediary oversight.
- B. **Purchasing:** The Association will obtain competitive pricing information on equipment, goods, and services whenever possible.

C. **Procedures:**

1. Approval is required for all expenditures.
2. Incoming invoices will be forwarded by the Human Resources and Office Management Administrator to the appropriate individual for verification.
3. All monies will be recorded and deposited as needed but no less than once a week. The Accountant will receive funds and make deposits. The deposit will be posted and verified with the bank receipt by the Account Technician. All monies received will be placed in the safe until such time as the funds are deposited.
4. The President and Treasurer are authorized to sign all checks. In the event that the President and the Treasurer are unavailable, the Human Resources and Office Management Administrator is authorized to sign checks.
5. The Association's Accountant will reconcile all monthly statements.
6. No checks shall be issued without approved supporting vouchers or receipts.
7. All withdrawals and transfers from savings must be authorized by the Board of Directors. The President and Treasurer are authorized to sign all withdrawals and transfers. In the event that the President and the Treasurer are unavailable, the Human Resources and Office Management Administrator is authorized to sign withdrawals and transfers.

D. **Fraud and Corruption:**  
(Adopted 8/9/01)

**I. Introduction**

The State Employees' Association of New Hampshire, SEIU Local 1984 (SEA) recognizes the importance of protecting the organization, its operations, its employees, and its assets against financial risks, operational breaches, and unethical activities.

SEA recognizes a "zero tolerance" policy regarding fraud and corruption. All matters raised, by any source, will be taken seriously and be properly investigated.

**A. Applicability.**

This policy applies to all SEA employees and officers, board members, and members. Additionally, this policy covers all SEA vendors, customers, and partners, to the extent that any SEA resources are involved or impacted.

**B. Definitions**

Fraud is defined as false or deliberate misleading representation of a matter of fact, whether by words, conduct, or by concealment of that which should have been disclosed, wherein the fact is used for the purpose of misappropriating property and/or monetary funds from the SEA.

Corruption is defined as the offering, giving, soliciting, or accepting of an inducement or reward that may improperly influence the action of a person or entity.

**C. Sources of Fraud or Corruption Reports**

Allegations and concerns about fraudulent or corrupt activity may come from various sources including:

- Employees
- Vendors
- Members
- Results of internal or external audit reviews
- Any other interested parties
- Members of the BOD

**II. Duty to Report**

All employees and officers have a duty to report concerns they have or information provided to them about possible fraudulent or corrupt activity involving any officer, employee, vendor, or any other party with any association with SEA. Any person who has a reasonable basis for believing that fraudulent or corrupt acts have occurred has a responsibility to report the suspected act immediately.

Concerns should be reported to any of the following:

- Business Administrator
- Organizing Administrator
- Communications Administrator
- General Counsel
- Immediate supervisor of employee
- President of the Board of Directors

**III. Retaliation and Retribution Protection**

Retaliation and retribution will not be tolerated against any employee or officer who reports suspected fraudulent or corrupt activities. However, if an employee is determined to have acted maliciously or with deceit, the employee will be subject to disciplinary action in accordance with the Collective Bargaining Agreement.

**IV. Investigatory Process**

All reports will be taken seriously and will be investigated. If deemed necessary, SEA will notify and fully cooperate with the appropriate law enforcement agency.

**V. Deterring Fraud and Corruption**

SEA has established internal controls, policies, and procedures in an effort to detect, prevent, and deter fraud and corruption.



All new employees, plus temporary and contract employees, may be subject to background investigations including a criminal background check. SEA will also verify all applicants' employment history, education and personal references prior to making an offer of employment.

All vendors, contractors and suppliers must be active, in good standing, and authorized to transact business in the State of New Hampshire. Vendors, contractors, and suppliers are subject to screening, including verification of the individual's or company's status.

**VI. Training**

SEA employees will receive fraud and corruption awareness training. New employees will receive training as part of orientation at the commencement of employment.

**VII. Corrective Action**

Offenders, at all levels of SEA, will be equally treated regardless of their position or years of service with SEA. Determinations will be made based on a finding of facts in each case, actual or potential damage to SEA, cooperation by the offender and legal requirements. Depending upon the seriousness of the offense and the facts of each individual case, corrective action can be taken in accordance with the CBA. In all cases involving monetary losses to SEA, SEA will pursue recovery of losses.

**ARTICLE XXVII**  
**SMOKING POLICY**  
**Amended 5/8/08**

- A. **Smoking**: In accordance with RSA 155, Smoking in the Workplace, the following smoking policy shall be in effect as of May 8, 2008.
1. The State Employees' Association of NH, SEIU Local 1984 has a responsibility to its employees and members to provide a safe and healthful environment. Research findings show that smoking and the breathing of secondhand smoke constitute a significant health hazard. In addition to direct health hazards, smoking contributes to institutional costs in other ways including cleaning and maintenance costs and costs associated with employee absenteeism, health care, and medical insurance.
  2. It is, therefore, the policy of SEA, SEIU Local 1984 to prohibit smoking in buildings and certain other areas where non-smokers can not avoid exposure to smoke. Smoking is permitted generally in outside grounds areas beyond twenty (20) feet of all entrances except if it unavoidably exposes people entering and leaving buildings to smoke. Lit tobacco products must be extinguished, and tobacco residue must be placed in an appropriate ash can or other waste receptacle located outside of non-smoking areas. No smoking signs shall be posted outside the building.

**ARTICLE XXVIII**  
**ELECTION OF SEIU CONVENTION DELEGATES**  
**INTERNATIONAL QUADRENNIAL CONVENTIONS**  
**(rev 4/10/03 BoD)**

- A. **Purpose:** The election of delegates for SEIU International Conventions must be accomplished in a manner that meets requirements stated in the Federal Labor Management Reporting and Disclosure Act (Landrum-Griffin Act) and in the SEIU Constitution and By-Laws. It is the intent of this policy to set forth the rules and procedures to be utilized by this organization so that these elections meet the intent of the requirements.
- B. **General Requirements:** The general requirements are to have in place procedures for:
1. Nomination availability for all members meeting a 2-year membership requirement;
  2. Election of delegates using a secret ballot process and including all members.
- C. **Committee:** The President will appoint a Delegate Election Committee made up of five (5) members. It will be the responsibility of this committee to define the detail procedures for the nomination and election of delegates. This will include:
1. Planning the process and time frames;
  2. Verifying eligibility of nominees;
  3. Setting up the ballot;
  4. Receiving ballots, check off members returning ballots, and counting ballots;
  5. Processing any challenges to results;
  6. Maintaining ballots for a required time frame.
- D. **Number of Delegates:** The Board of Directors will determine the number of authorized delegates that will be elected and sent to represent SEA Local 1984. The SEIU Constitution sets up the number of delegates that a local organization may send to a convention based on the number of dues paying members for whom the organization pays SEIU per capita dues. The local may send any number of elected delegates up to the number authorized by this calculation without losing voting rights for the total authorized delegates. At least one delegate shall be a member from a private sector unit, if nominated, and at least one delegate shall be a member from a county or municipal unit, if nominated. The nominated member from a private sector unit and the nominated member from a county or municipal unit who receive the greatest number of votes shall each be elected as delegates. The remaining delegates will be elected based on the number of votes received by all other nominated members. Nominated members from a private sector unit will be identified on the ballot as private sector members. Nominated members from a county or municipal unit will be identified on the ballot as county or municipal members.
- E. **Nominations:** Any current member who has been a dues paying member for the preceding two (2) years, and for whom the organization pays SEIU per capita dues, will be eligible for nomination as a delegate. Notice of the delegate nomination procedures and requirements shall be sent to all members at their last known address. A nomination form will be sent to members and must be filled out and returned to the SEA for review by the Delegate Election Committee to assure compliance with the requirements.
- F. **Placement on Ballot:** The names of any five (5) SEA Local 1984 constitutional Officers, that submit nomination forms, will be listed first on the ballot in the following order; President, First Vice President, Second Vice President, Treasurer, Secretary.
- G. **Voting:** Ballots will be mailed to the last known address of all dues paying members for whom the organization pays SEIU per capita dues, with instructions for voting and return of ballots. A single envelope will be used for return of ballots. Proxy votes are prohibited; it will be necessary for each member voting to identify his / her name in the return address so that each voter's eligibility can be checked.

- H. **No Election:** If all qualifying candidates run unopposed, then no special election is required and they will be so notified.
- I. **Alternates:** Alternates, if necessary, will be selected from a list of nominated candidates based on the number of votes received.

**ARTICLE XXIX**  
**CHAPTER ELECTION POLICY**  
**(Adopted by BOD 12/8/05)**  
**(Amended 1/12/06)**  
**(Amended 6/8/06)**  
**(Amended 5/8/08)**  
**(Amended 3.8.12)**  
**(Amended 11.13.14)**  
**(Amended 04.12.18)**

Introduction

I. In order to be eligible to hold office or vote in these chapter elections, a person must be on the membership list by 4:00 p.m. EST February 2 of the current year. State office shall provide lists of eligible members by chapter.

II. There will be no write-ins.

First week of January:

I. State office shall give notice of Nomination, Self Nominating Form and Elections via email to Membership of those chapters scheduled to hold elections. Recipients whose notices are returned as undeliverable shall be issued a 2<sup>nd</sup> notice via US Mail. (amended 04.12.18)

II. Organization committee chair shall email instructions to affected Chapter Presidents to name a chapter nominating committee and to prepare for chapter elections and annual meeting. (amended 04.12.18)

First week of February:

I. Organization Committee chair shall send second email to Chapter Presidents with an electronic copy of chapter roster as of February 2<sup>nd</sup> Councilor count, sample ballot, duties and reminders of nominating process. (amended 04.12.18)

II. Organization Committee shall electronically forward a listing of the individual self nominations to Chapter Nominating Committees (amended 04.12.18)

By Mid February:

I. Chapter Nominations Committees receive nominations from eligible members

II. Chapter Nominations Committees shall ensure that each position has at least one nominee including all councilor positions and an appropriate number of alternates

III. Chapter presidents may request extensions of the entire election process if the nominations committee fails to recruit adequate candidates. Timelines will be defined as necessary according to all applicable laws and policies.

IV. Upon acceptance of an extension request, a chapter has not more than 30 days to hold its election.

By Mid March:

I. Chapters, after following the procedures above, having no contests shall send the list of their nominees to the Organization Committee. The Organization Committee shall certify the results of the “no contest” elections without requiring the Chapter to have a ballot vote. If ballots are necessary for any contested elections, the Organization Committee shall prepare ballots, instructions and envelopes and mail the ballots.

The instructions shall include:

- a) Procedure for placing completed ballot in ballot envelope and instructions for completing mailing envelope. Mailing envelopes without legible name and chapter number will not be counted.
- b) Dates by which hand delivered ballots must be received at the SEA
- c) Dates by which mailed ballots must be post-marked

Mid March -Beginning of April:

I. State Office will date stamp each mailing envelope as it is received and place it in a locked ballot box.

Early April :

I. Ballot box opened

II. Envelopes sorted according to Chapter

- a) Envelope visually scanned (return address area)
  - 1. Printed Name and address
  - 1. Chapter number
- b) Any envelope missing name or Chapter number are not valid.
- c) Envelopes determined to be invalid at this point will be stored in a separate envelope and held with chapter number on manila envelope marked invalid.
- d) Envelopes, which have been accepted, will be stored in manila envelope with chapter number on it.

April 5-15:

I. The Organization Committee members will conduct the count of ballots after notifying candidates of the time, date and place of the count. Any counter directly affected by an election shall recuse themselves from counting such ballots.

II. Ballot count procedure:

- a) Check envelope to roster and mark roster envelope received.
- b) Separate ballot envelope from outside envelope, set aside outside envelope for storage.

- c) Open ballot envelope that contains ballot
- d) Begin the count.
  - 1) Section by section on ballot.
  - 2) Use a copy of a blank ballot or on a separate tally sheet. (List all names of members running for specific office, councilor or alternate councilor positions.)
  - 3) Place a tick or stroke for each vote counted by person's name.
  - 4) After all ballots have been processed, count the number of votes for each person running and keep total beside each name on blank ballot.
  - 5) Remember absolutely no write-ins
  - 6) If any position on a ballot is uncontested, there shall be no count and the winner (s) shall be listed on the election report as "uncontested"

### III. Tie votes for a position on the ballot.

- a) Ballots for the specific position will be recounted by the Organization Committee member or members to validate the tie is correct.
- b) If the re-count results in a tie, the names tied for position will be placed in a box. The name selected from the box by a Organization Committee member will be the determined winner for the position.
- c) If a multiple tie has occurred, 3-4 people running for the same position, and there are several similar positions unfilled, the drawing will continue until all similar positions are filled.

### IV. All counts for each position on the ballot must be kept.

- a) Tie votes for all alternate position on the ballot. The procedure list in III will be followed.
- b) This allows for ranking, should a councilor need an alternate councilor to fill in for the him/her at a function requiring a councilor from the chapter be in attendance.

The reason is if the councilor cannot attend the meeting and has failed to find an alternate, the president of the chapter will approach the alternates in rank order until one is found to attend the function.

### V. Spoiled ballot or unclear ballot, blank ballot

- a) If too many votes for office/position are checked. This section of the ballot cannot be counted.
- b) If intention of ✓ or X is not clear decision to accept or not will be determined by Organization Committee member in attendance.

### VI. Preparation of Election Report

- a) All areas of the report must be filled in. Alternate councilor positions should be in ranking order.
- b) Organization Committee members overseeing the chapter count must sign off on the report.
- c) A copy of the report submitted:

- 1) Original to SEA membership Coordinator
- 2) Copy to President of SEA.
- 3) Copy to Current Chapter President
- 4) Copy to New President, if applicable
- 5) Two copies for Organization Committee
  - Copy in envelope with counted ballots
  - File Copy

VII. Filling Vacancies (amended 2/10/11)

- a) Resignations from Chapter Officers shall be in writing and submitted to the Chapter President. The Chapter President shall give due notice and setup a Chapter Meeting of its delegates. The Chapter delegates shall acknowledge the resignation at the scheduled chapter meeting. A copy of the resignation shall be forwarded to the SEA President. (It is recommended that the Chapter President and SEA President contact the delegate who is resigning the position to inquire as to why the delegate is leaving their position.) Upon acknowledgement by the chapter of the resignation the position shall be declared vacant.
- b) If at any time before the chapter meeting a delegate chooses to rescind their resignation, then the resignation will be declared null and void.
- c) In the event of a vacancy for any chapter office, chapters may at their discretion, fill vacancies in the following manner:
  - 1) Follow the prescribed procedure for a mail ballot as outlined above  
or
  - 2) Fill the vacancy (ies) at a chapter meeting, providing due notice of said chapter meeting is provided to all members including notice of the election (s) and office (s) to be filled. Notice of the election results must be sent to the SEA, SEIU headquarters no later than 7 days after the election is held.
  - 3) Special Elections shall be conducted by the Organization Committee at the request of any Chapter attempting to fill vacancies. The cost of the special elections shall be borne by the Chapter. Special Elections must be completed and an Election Report issued no later than sixty (60) days prior to the Annual Convention.

Helpful Procedures/Interpretations:

Section II, a) b) interpretation – intent was to have name, address, chapter and signature. Only chapter and signature is required. If only signature and chapter are on the envelope and the signature cannot be read then ballot is not valid.



**ARTICLE XXX**  
**SEA BENEVOLENCE FUND**  
**(Adopted 4/8/2010)**  
**(Amended 10.14.11)**  
**(Amended 7/12/2012)**  
**(Abolished 8/14/2014)**

The State Employees' Association of NH, SEIU Local 1984, seeks to be a source of support to all our union brothers and sisters.

The SEA Benevolence Fund was created and established to enable SEA/SEIU Local 1984 to provide financial aid to individuals who are in dire need of assistance. The Fund may not be applicable to all the urgent cases, especially for those who have "other" financial options.

The SEA, SEIU Local 1984 shall retain the option to reject any request that does not meet the criteria of the Benevolence fund program and may consider providing help other than monetary support.

These guidelines are not meant to discourage applicants, but to allow SEA/SEIU Local 1984 to be better equipped to evaluate applicants' current situation and determine how we can best help.

All information contained in applications is maintained in a discreet, confidential, and private manner.

**STATEMENT OF PURPOSE**

The SEA/SEIU Local 1984 has established a Benevolence Fund, (hereafter referred to as the Fund), as a source of temporary assistance to our union brothers and sisters who are in urgent need of financial aid in times of economic crisis.

The Fund may assist qualifying member applicants with the **following items**:

- (1) Rental assistance (eviction prevention)**
- (2) Mortgage (foreclosure prevention assistance)**
- (3) Utilities (preventing shut offs)**
- (4) Household fuel for heating**
- (5) Medical needs (not covered by health insurance)**

**On occasion gift cards are donated for grocery stores or gas cards. (These will be provided when available to Members who need assistance in critical situations)**

Disbursement of funds shall be available only to members of SEA/SEIU 1984 whom are members in good standing, as defined in Article III of the SEA Constitution.

The Fund will be supported through grants from individual donations and may be supported by the Board of Directors via the financial resources of the Union.

Disbursements from the Fund on behalf of members will be made after verification of a properly completed application and approval shall be granted on a case-by -case basis.

All information in the application and distribution process will be confidential.

### **Policy for Disbursement of Funds or other Assistance**

The Fund will publish and distribute “Application Guidelines” and a “Benevolence Fund Application” for purposes of offering temporary assistance to members in need.

The Guidelines will include the stated purpose of the fund, a step-by-step description of the process, disclaimers, and a statement of disclosure as to how funds are collected and distributed.

The application must include the member’s contact information, a description of need, and supporting documentation that may include:

Identification

Disconnect and Shut off notices from Utility providers

Any/All documentation that pertains to the request for assistance **only**

The application must be signed and dated by the applying member and the Committee must verify that the application is from a member in good standing before acting on the application.

The Benevolence Fund Chair or Committee shall verify that all applications are complete and that the application falls within the definition of assistance that may be granted as stated above. **(See items 1 thru 5)**. The Benevolence fund Committee shall then evaluate the applications in an expedient timeframe to ensure prompt responses to our members in crisis. The Committee may consider applications based on the order of receipt, the urgency of need, or the availability of funds to distribute.

Any requests deemed by the Chair or Committee to be in need of further verification, documentation, or general information must be completed within 48 hours by the applicant. Requests not fulfilled within 48 hours will cause the application to be delayed. (The Committee cannot act upon the applications until they are deemed to be complete by the Chair)

The Fund is not obligated to approve any application and is not obligated to distribute all of the funds available in a given fiscal year.

Second requests will **only** be considered providing there is **urgent** need for a second disbursement. Benefits may be limited for second requests depending on the status of the Fund, disbursement amount and level of urgency.

The Fund will generally limit disbursements to members to a onetime maximum payment of **\$500 per calendar year**. (This amount is subject to change at anytime due to funds availability.)

The Benevolence Committee may disburse funds outside of the above set parameter providing there are extenuating and/or severe circumstances.

The Fund or its agents **WILL NOT** distribute cash or checks payable to individual members or their families.

**All applications will be approved on a case-by-case basis**

The Fund will make so-called “Third Party” payments only by Association checks directly to billing agencies, such as utilities, landlords, mortgage holders, or other recognized agencies or individuals representing those agencies. Third Party applications must include a billing or account statement for payment to be made.

At its discretion, the Fund and its agents **may** distribute directly to member recipients various material goods that have been donated such as food, clothing, toiletries, giftcards/gift baskets or other goods for the purpose of supporting or assisting needy members. Giftcards to known retail merchants and grocery stores (when available) **shall** be given in lieu of cash payments. During the holidays or at other times, the distribution of gifts baskets to members in need would be an appropriate gift from the Fund.

The Fund also may suggest alternative sources for assistance, such as the Employee Assistance Program, Red Cross, the Salvation Army, 211 ([www.nh211.org](http://www.nh211.org)), local food pantries, churches, or other charitable organizations offering emergency assistance. The Fund will maintain and distribute a list of possible agencies, but does not **endorse** any agency listed.

The Fund may also recommend that applicants seek financial counseling through non-profit agencies specializing in crisis financial counseling. The Fund may distribute available lists of the possible agencies that may be able to provide assistance to members in need.

If it is necessary for a member of the Benevolence Committee to apply for assistance from the Benevolence Fund, it will be expected that the member will recuse his/her self from any meeting or deliberation pertaining to the application approval process, and will refrain from discussing their application with any member of the Benevolence Committee.

**APPENDIX A**

**AGREEMENT BETWEEN**

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**AND**

**THE STATE EMPLOYEES' ASSOCIATION OF NEW HAMPSHIRE, INC.  
SEIU Local 1984**

\_\_\_\_\_ and the State Employees' Association of New Hampshire, Inc., a non-profit organization hereinafter referred to as SEA, agree as follows:

**I  
PURPOSE**

The purpose of this agreement is to stipulate those conditions for procurement by the vendor of the SEA membership roster. Utilization of the roster shall be limited to telephone and mail solicitations only.

**II  
TERM**

The term of this agreement shall be from the date of execution hereof to and including December 31, \_\_\_\_\_.

**III.  
RENEWAL**

On January 1, \_\_\_\_\_, and on said date of each successive year, this agreement shall be automatically renewed from year to year unless either party gives written notice to the other of intention not to renew no later than ninety (90) days preceding such date.

**IV.  
PERFORMANCE**

A. At no time and in no event will the vendor provide or make the SEA's membership roster available to anyone but its authorized agents.

B. The SEA agrees to provide the vendor upon request a periodic updating of the roster. Such request shall not exceed four (4) per year. As with the initial request, the vendor agrees to bear the charge for such work as well as an additional ten percent (10%) service charge based on the actual cost of preparation.

C. The vendor agrees that it will attempt to assure proper promotion and utilization of the list and guard against adverse occurrences by its agents.

**V.  
TERMINATION**

This agreement may be terminated forthwith by the SEA in the event of breach of any provision of this agreement or failure by the vendor to abide by the intent, as understood by the Board of Directors of SEA. In the event of a breach of this agreement by the vendor, written notice of the same shall be delivered by SEA to the vendor and unless the breach is satisfactorily remedied within sixty (60) days of receipt of such notice, it is hereby agreed that the same may be

Considered a mutual breach of this agreement and forthwith termination by SEA pursuant to the terms hereof would be in order. The right to terminate awarded to SEA hereunder shall not preclude SEA from pursuing any and all remedies and courses of action accorded it under the laws of the State of New Hampshire including any right to compel specific performance or right to damages.

**VI  
CANCELLATION AND AGREEMENT**

This Agreement may be canceled or amended at any time during the term hereof or any renewal period by mutual written consent of the parties hereto.

Executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**THE STATE EMPLOYEES' ASSOCIATION  
OF NEW HAMPSHIRE, INC.  
SEIU Local 1984**

\_\_\_\_\_  
**(Vendor)**

By: \_\_\_\_\_

By: \_\_\_\_\_

Address:

Address:

**APPENDIX B**  
**DISCOUNT AGREEMENT**  
**BETWEEN**

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**AND**

**THE STATE EMPLOYEES' ASSOCIATION OF NH, INC.**  
**SEIU Local 1984**

**PARTIES**

The parties to this Agreement are \_\_\_\_\_, (hereinafter "Business") and the State Employees' Association of NH, Inc. , SEIU Local 1984 (hereinafter "SEA"). The Board of Directors of the SEA hereby authorizes execution of this Agreement by the President on behalf of SEA.

**EFFECTIVE DATE**

This Agreement shall take effect as approved by the Board of Directors, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**DISCOUNTS**

The Business agrees to make the following discount services available to members of the SEA upon presentation or verification of a SEA membership card:

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**TERMINATION**

This Agreement is terminable at will by either party upon thirty (30) days written notice directed to the address of the Business establishment or to the SEA office at 105 North State Street, Concord, NH 03301. The Business further agrees to notify the SEA of any change of ownership of the Business. Such change will automatically terminate this Agreement.

**LIMITATIONS**

This Agreement is not to be construed as an endorsement by the SEA of any Business or product of such Business. Any complaints arising from this discount services herein described will be handled between the individual member and the Business without the intervention of the SEA. This Agreement constitutes the total understanding of the parties in relation to the offering of discount programs to members of the SEA by the Business.

Executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ at Concord, NH

**THE STATE EMPLOYEES' ASSOCIATION  
OF NEW HAMPSHIRE, INC.  
SEIU Local 1984**

\_\_\_\_\_  
**(Vendor)**

By: \_\_\_\_\_  
Signature & Title

By: \_\_\_\_\_  
Signature & Title

Address: \_\_\_\_\_

City/State \_\_\_\_\_

\_\_\_\_\_  
Phone \_\_\_\_\_

## SEIU CODE OF ETHICS AND CONFLICT OF INTEREST POLICY

### PART A: PREAMBLE

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

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

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

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



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

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

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

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

- (a) Each Affiliate shall ensure that the Code extends to all employees as soon as practicable but in no event later than the end of 2020.
- (b) Each Affiliate shall append or attach the Code in its entirety to its Constitution and Bylaws at its next and all future publications.
- (c) Wherever reference herein is made to SEIU or an SEIU program, department or position, the corresponding reference is to the particular Affiliate or its equivalent program, department or position.
- (d) Each Affiliate is responsible for enforcing the Code and educating its covered individuals on the Code in a manner consistent with the Code's terms, subject to assistance and oversight from SEIU.
- (e) The Code is not intended to restrain any Affiliate from adopting higher standards and best practices, subject to the approval of the SEIU Ethics Ombudsperson.

## **PART B: GENERAL OBLIGATIONS**

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

- (a) *Commitment to the Code.* SEIU and each Affiliate shall provide a copy of the Code to each covered individual. It is the duty and obligation of covered individuals to acknowledge annually that they have received a copy of this Code, that they have reviewed and understand it, and that they agree to comply with it.
- (b) *Duty of disclosure.* Covered individuals shall disclose to the SEIU Ethics Ombudsperson or the Affiliate Ethics Liaison, described in PART F of this Code, any conflict of interest or appearance of a conflict, which arises when their paramount duty to the interest of members is

potentially compromised by a competing interest, including but not limited to an interest, relationship or transaction referenced in this Code. Actual, perceived and potential conflicts should be disclosed at the time that covered individuals become aware of them.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) *Benefit Funds.*

- (1) For purposes of this Section;
  - a. A "benefit fund or plan" means a retirement, health or welfare benefit fund or plan sponsored by SEIU or an Affiliate, or in which SEIU or an Affiliate participates.
  - b. The definition of "substantial ownership or financial interest" provided in Section 5 applies.
- (2) Covered individuals who serve in a fiduciary position with respect to or exercise responsibilities or influence in the administration of a benefit fund or plan shall not:
  - a. Have any substantial financial interest in, or any compromising personal ties to, any investment manager, insurance carrier, broker, consultant or other firm or individual doing business or seeking to do business with the fund or plan;
  - b. Accept any personal payment from any business or professional firm that does business or seeks to do business with the fund or plan, other than contractual payment for work performed; or
  - c. Receive compensation of any kind for service as an employee representative or labor-designated trustee for a fund or plan, except for reimbursement of reasonable expenses properly and actually incurred and provided uniformly to such representatives or trustees, with the proviso that it is not a violation of this provision for an officer or managerial employee who is not a full-time employee of SEIU or an Affiliate to be a lawfully paid employee of a fund or plan if such employment is consistent with applicable legal restrictions and fully disclosed through appropriate reports.
- (3) To ensure compliance with this Section, all covered individuals shall disclose any interests, transactions or relationships covered by this Section in accordance with Section 3(b) of this Code.
- (4) No person shall serve in a fiduciary capacity or exercise responsibilities in the administration of a benefit fund or plan who has been convicted of any felony involving the infliction of grievous bodily injury or the abuse or misuse of such person's position or employment in an employee benefit plan to seek or obtain an

illegal gain at the expense of the beneficiaries of the employee benefit fund or plan, except for the limited exceptions set forth in applicable federal law.

(b) *Related Organizations.*

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

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

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

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

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

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

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

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

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

## **PART F: ENFORCEMENT**

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

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

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

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

**SECTION 17. *Complaints.***

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

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

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

Ombudsperson as soon as practicable. The Ethics Ombudsperson may consult with the Ethics Officer concerning any question referred by an Affiliate.

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

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

- (a) Requests for Original Jurisdiction. If an Affiliate or an Affiliate executive board member, officer, or member believes that formal internal union charges against a covered individual that also allege violations of this Code involve a situation which may seriously jeopardize the interests of the Affiliate or the International Union, or that the hearing procedure of the Affiliate will not completely protect the interests of the Affiliate, an officer or member, that individual may request that the International President assume original jurisdiction under Article XVII, Section 2(1) of the SEIU Constitution and Bylaws.
- (b) Assumption of Original Jurisdiction by International President. In accordance with Article XVII, Section 2(1) of the SEIU Constitution and Bylaws, the International President may in his or her discretion assume original jurisdiction of formal internal union charges also alleging violation of this Code if as a result of an investigation he or she believes that the charges filed against a covered individual involve a situation which may seriously jeopardize the interests of the Affiliate or the International Union. In his or her discretion, the International President may refer the matter to the Ethics Officer for a recommendation concerning the possible assumption of original jurisdiction.

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

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

- (a) If after review of the allegations of violations of the Code in a complaint or formal charge, the Ethics Officer finds that the allegations have merit and/or warrant further investigation, he shall recommend a response or course of action for the International Union to respond to the complaint or charges, including but not limited to the following
  - (1) Further investigation by SEIU personnel and/or outside investigator(s);
  - (2) Filing of formal charges under Article XVII of the SEIU Constitution and Bylaws;
  - (3) Assumption of original jurisdiction by International President pursuant to Article XVII, Section 2(1) of the SEIU Constitution and Bylaws;
  - (4) Appointment of an outside hearing officer to conduct a trial under Article XVII, Section 3 of the SEIU Constitution and Bylaws;
  - (5) Discipline of covered employees;
  - (6) Sanction of covered officers or members accused in formal proceedings, and
  - (7) Other action deemed appropriate in the discretion of the Ethics Officer.



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

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

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

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

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

