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Short Form Return of Organization Exempt From Income Tax

2011

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code
(except black lung benefit trust or private foundation)

▶ Sponsoring organizations of donor advised funds, organizations that operate one or more hospital facilities, and certain controlling organizations as defined in section 512(b)(13) must file Form 990 (see instructions). All other organizations with gross receipts less than \$200,000 and total assets less than \$500,000 at the end of the year may use this form.

▶ The organization may have to use a copy of this return to satisfy state reporting requirements.

A For the 2011 calendar year, or tax year beginning _____, **and ending** _____

<input type="checkbox"/>	Check if applicable	C Name of organization	D Employer identification number
<input type="checkbox"/>	Address change	LOCAL 2800, WORKERS UNITED	26-1008394
<input checked="" type="checkbox"/>	Name change	Number and street (or P O box, if mail is not delivered to street address)	E Telephone number
<input type="checkbox"/>	Initial return	Room/suite	(312) 738-6100
<input checked="" type="checkbox"/>	Terminated	333 S ASHLAND AVENUE	F Group Exemption Number
<input type="checkbox"/>	Amended return	City or town state or country ZIP + 4	▶ 5890
<input checked="" type="checkbox"/>	Application pending	CHICAGO IL 60607-2703	

G Accounting Method Cash Accrual Other (specify) ▶ _____

H Check if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF)

I Website: ▶ N/A

J Tax-exempt status (check only one) — 501(c)(3) 501(c) (5) ◀ (insert no) 4947(a)(1) or 527

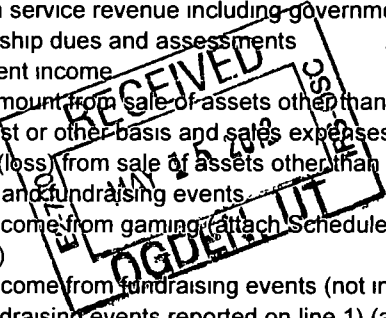
K Check if the organization is not a section 509(a)(3) supporting organization or a section 527 organization and its gross receipts are normally not more than \$50,000. A Form 990-EZ or Form 990 return is not required though Form 990-N (e-postcard) may be required (see instructions). But if the organization chooses to file a return, be sure to file a complete return.

L Add lines 5b, 6c, and 7b, to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets (Part II, line 25, column (B) below) are \$500,000 or more, file Form 990 instead of Form 990-EZ. ▶ \$ _____ 0

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I.)
Check if the organization used Schedule O to respond to any question in this Part I

	1 Contributions, gifts, grants, and similar amounts received		1
	2 Program service revenue including government fees and contracts		2
	3 Membership dues and assessments		3
	4 Investment income		4
	5a Gross amount from sale of assets other than inventory	5a	
	b Less cost or other basis and sales expenses	5b	
	c Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a)	5c	0
	6 Gaming and fundraising events		
	a Gross income from gaming (attach Schedule G if greater than \$15,000)	6a	
	b Gross income from fundraising events (not including \$ _____ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000)	6b	
	c Less direct expenses from gaming and fundraising events	6c	
	d Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)	6d	0
	7a Gross sales of inventory, less returns and allowances	7a	
	b Less cost of goods sold	7b	
	c Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a)	7c	0
	8 Other revenue (describe in Schedule O)	8	
	9 Total revenue. Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8. ▶	9	0
	10 Grants and similar amounts paid (list in Schedule O)	10	
	11 Benefits paid to or for members	11	
	12 Salaries, other compensation, and employee benefits	12	
	13 Professional fees and other payments to independent contractors	13	
	14 Occupancy, rent, utilities, and maintenance	14	
	15 Printing, publications, postage, and shipping	15	
	16 Other expenses (describe in Schedule O)	16	
	17 Total expenses. Add lines 10 through 16. ▶	17	0
	18 Excess or (deficit) for the year (Subtract line 17 from line 9)	18	0
	19 Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	19	
	20 Other changes in net assets or fund balances (explain in Schedule O)	20	
	21 Net assets or fund balances at end of year. Combine lines 18 through 20. ▶	21	0

SCANNED JUN 15 2012



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Part II Balance Sheets. (see the instructions for Part II)

Check if the organization used Schedule O to respond to any question in this Part II.

Table with 3 columns: Description, (A) Beginning of year, (B) End of year. Rows include Cash, savings, and investments; Land and buildings; Other assets; Total assets; Total liabilities; Net assets or fund balances.

Part III Statement of Program Service Accomplishments (see the instructions for Part III)

Check if the organization used Schedule O to respond to any question in this Part III.

What is the organization's primary exempt purpose? Collective bargaining & representation its of members

Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, describe the services provided, the number of persons benefited, and other relevant information for each program title

Expenses (Required for section 501(c)(3) and 501(c)(4) organizations and section 4947(a)(1) trusts, optional for others)

Table with 3 columns: Description, 28a, 29a, 30a, 31a, 32. Rows include program service descriptions and total program service expenses.

Part IV List of Officers, Directors, Trustees, and Key Employees. List each one even if not compensated (see the instructions for Part IV)

Check if the organization used Schedule O to respond to any question in this Part IV.

Table with 5 columns: (a) Name and address, (b) Title and average hours per week devoted to position, (c) Reportable compensation, (d) Health benefits contributions, (e) Estimated amount of other compensation. Includes a row for N/A.

Part V Other Information (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V) Check if the organization used Schedule O to respond to any question in this Part V

		Yes	No
33	Did the organization engage in any significant activity not previously reported to the IRS? If "Yes," provide a detailed description of each activity in Schedule O		X
34	Were any significant changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the change on Schedule O (see instructions)	X	
35a	Did the organization have unrelated business gross income of \$1,000 or more during the year from business activities (such as those reported on lines 2, 6a, and 7a, among others)?		X
35b	If "Yes," to line 35a, has the organization filed a Form 990-T for the year? If "No," provide an explanation in Schedule O		
35c	Was the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements during the year? If "Yes," complete Schedule C, Part III		X
36	Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Schedule N	X	
37a	Enter amount of political expenditures, direct or indirect, as described in the instructions		
37b	Did the organization file Form 1120-POL for this year?		X
38a	Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee or were any such loans made in a prior year and still outstanding at the end of the tax year covered by this return?		X
38b	If "Yes," complete Schedule L, Part II and enter the total amount involved		
39a	Section 501(c)(7) organizations Enter initiation fees and capital contributions included on line 9		
39b	Gross receipts, included on line 9, for public use of club facilities		
40a	Section 501(c)(3) organizations Enter amount of tax imposed on the organization during the year under section 4911, section 4912, section 4955		
40b	Section 501(c)(3) and 501(c)(4) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year, or did it engage in an excess benefit transaction in a prior year that has not been reported on any of its prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I.		
40c	Section 501(c)(3) and 501(c)(4) organizations Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958		
40d	Section 501(c)(3) and 501(c)(4) organizations Enter amount of tax on line 40c reimbursed by the organization		
40e	All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T		X
41	List the states with which a copy of this return is filed		
42a	The organization's books are in care of Chicago and Midwest Regional Joint Board Telephone no (312) 738-6100 Located at 333 S. Ashland Avenue City Chicago ST IL ZIP + 4 60607-2703		
42b	At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? If "Yes," enter the name of the foreign country		X
42c	See the instructions for exceptions and filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts. At any time during the calendar year, did the organization maintain an office outside the U.S.? If "Yes," enter the name of the foreign country.		X
43	Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041—Check here and enter the amount of tax-exempt interest received or accrued during the tax year		
44a	Did the organization maintain any donor advised funds during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ		X
44b	Did the organization operate one or more hospital facilities during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ		X
44c	Did the organization receive any payments for indoor tanning services during the year?		X
44d	If "Yes" to line 44c, has the organization filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O		
45a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
45b	Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," Form 990 and Schedule R may need to be completed instead of Form 990-EZ (see instructions).		X

46 Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I

Table with columns Yes, No and row 46 with X in No column.

Part VI Section 501(c)(3) organizations and section 4947(a)(1) nonexempt charitable trusts only. All section 501(c)(3) organizations and section 4947(a)(1) nonexempt charitable trusts must answer questions 47-49b and 52, and complete the tables for lines 50 and 51. Check if the organization used Schedule O to respond to any question in this Part VI

47 Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II

Table with columns Yes, No and row 47.

48 Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E

Table with columns Yes, No and row 48.

49 a Did the organization make any transfers to an exempt non-charitable related organization?

Table with columns Yes, No and row 49a.

b If "Yes," was the related organization a section 527 organization?

Table with columns Yes, No and row 49b.

50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

Table with 5 columns: (a) Name and address of each employee paid more than \$100,000, (b) Title and average hours per week devoted to position, (c) Reportable compensation, (d) Health benefits, contributions to employee benefit plans, and deferred compensation, (e) Estimated amount of other compensation.

f Total number of other employees paid over \$100,000

51 Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

Table with 3 columns: (a) Name and address of each independent contractor paid more than \$100,000, (b) Type of service, (c) Compensation.

d Total number of other independent contractors each receiving over \$100,000

52 Did the organization complete Schedule A? Note: All section 501(c)(3) organizations and 4947(a)(1) nonexempt charitable trusts must attach a completed Schedule A. Yes No

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here: Signature of officer (Robert P. Kurtycz), Date (5/11/12), Type or print name and title (Comptroller-Affiliated Joint Board).

Paid Preparer Use Only: Print/Type preparer's name, Preparer's signature (SELF-PREPARED RETURN), Date, Check if self-employed, PTIN, Firm's name, Firm's EIN, Firm's address, Phone no.

May the IRS discuss this return with the preparer shown above? See instructions. Yes No

Part I Liquidation, Termination, or Dissolution (continued)

Note. If the organization distributed all of its assets during the tax year, then Form 990, Part X, column (B), line 16 (Total assets), and line 26 (Total liabilities), should equal -0-

	Yes	No
3 Did the organization distribute its assets in accordance with its governing instrument(s)? If "No," describe in Part III	X	
4 a Is the organization required to notify the attorney general or other appropriate state official of its intent to dissolve, liquidate, or terminate?		X
4 b If "Yes," did the organization provide such notice?		
5 Did the organization discharge or pay all of its liabilities in accordance with state laws?	X	
6 a Did the organization have any tax-exempt bonds outstanding during the year?		X
6 b Did the organization discharge or defease all of its tax-exempt bond liabilities during the tax year in accordance with the Internal Revenue Code and state laws?		
c If "Yes" to line 6b, describe in Part III how the organization defeased or otherwise settled these liabilities. If "No," explain in Part III		

Part II Sale, Exchange, Disposition, or Other Transfer of More Than 25% of the Organization's Assets. Complete this part if the organization answered "Yes" to Form 990, Part IV, line 32, or Form 990-EZ, line 36. Part II can be duplicated if additional space is needed

1	(a) Description of asset(s) distributed or transaction expenses paid	(b) Date of distribution	(c) Fair market value of asset(s) distributed or amount of transaction expenses	(d) Method of determining FMV for asset(s) distributed or transaction expenses	(e) EIN of recipient	(f) Name and address of recipient	(g) IRC section of recipient(s) (if tax-exempt) or type of entity
N/A			0				
			0				
			0				
			0				
			0				
			0				
			0				
			0				
			0				

2	Yes	No
a Did or will any officer, director, trustee, or key employee of the organization become a director or trustee of a successor or transferee organization?		X
b Become an employee of, or independent contractor for, a successor or transferee organization?		X
c Become a direct or indirect owner of a successor or transferee organization?		X
d Receive, or become entitled to, compensation or other similar payments as a result of the organization's significant disposition of assets?		X
e If the organization answered "Yes" to any of the questions in this line, provide the name of the person involved and explain in Part III		X

Part I, Line 1 (Sch N 990/990EZ) - Liquidation, Termination or Dissolution

	Description of asset(s) distributed or transactional expenses paid	Date of distribution	FMV of asset(s) distributed or amount of transactional expenses	Method of determining FMV for asset(s) distributed or transactional expenses	Recipient Information	Name
1	NONE				EIN	
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

Part

	Is recipient a business?	Street address	City	State	Zip code	Foreign country	IRC section (if tax-exempt) or type of entity
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

Part II, Line 1 (Sch N 990/990EZ) - Sale, Exchange, Disposition, or Other Transfer of More Than 25% of the Organization's Asset:

	Description of asset(s) distributed or transactional expenses paid	Date of distribution	FMV of asset(s) distributed or amount of transactional expenses	Method of determining FMV for asset(s) distributed or transactional expenses	Recipient Information EIN	Name
1	N/A					
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

Part 6

	Is recipient a business?	Street address	City	State	Zip code	Foreign country	IRC section (if tax-exempt) or type of entity
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

LOCAL 2800, WORKERS UNITED
Employer Identification Number - 26-1108394

This schedule is attached to and is part of the 2011 FORM 990-EZ

Page 1 - B - NAME CHANGE:

The constitution of this local (which is an unincorporated labor organization) was amended to change its name to reflect its affiliation with the international labor organization, **WORKERS UNITED**. Accompanying the return is a copy of the amendment, signed by two officers, which effectuated the name change.

Page 1 - F - GROUP EXEMPTION NUMBER:

This local is a subordinate organization in the group exemption recently issued by the Service to Workers United (EIN 26-4459382). As noted in the attached determination letter, the Service approved the Workers United group exemption application on February 6, 2012, with a retroactive effective date of February 22, 2010. This local is a member of that group.

Although the group exemption application has been approved, we have been advised by Ms. Autumn Hudson (801-620-4241) in the Service's Exempt Organizations Office in Ogden, Utah that the process of linking our name and EIN to the new group exemption number may have not yet been completed. For this reason, we checked the "application pending" box on the return. We were advised to do this after calling the Exempt Organizations "help line" (877-829-5500). Ms. Hudson indicated that the process of linking all covered subordinates to the Workers United group number should be completed by June 30, 2012.

See the attached letter from the IRS.

Page 3 - Part V - LINE 34 - CHANGES IN GOVERNING DOCUMENTS:

On May 21, 2009, this local voted to affiliate with the International Union **WORKERS UNITED**.
On May 22, 2009, the International Union **WORKERS UNITED** affiliated with **SEIU**.

Due to the above affiliation changes, the constitution and bylaws for this local have been changed accordingly.

See the attached resolutions, constitution and bylaws.

Page 3 - Part V - LINE 36-LIQUIDATION, DISSOLUTION, TERMINATION DURING THE YEAR:

This local had no assets to distribute at the date of closing. This local was terminated as of December 31, 2011

The books and records are being retained by

Mr. Robert P Kurtycz
Chicago and Midwest Regional Joint Board
333 S. Ashland Avenue
Chicago, IL 60607-2703

AMENDMENTS TO CONSTITUTION CHANGING THE NAME OF
THE CHICAGO & MIDWEST REGIONAL JOINT BOARD AND
ALL OF ITS AFFILIATES

WHEREAS, The Chicago & Midwest Regional Joint Board and all of its affiliated local unions, each of which is an unincorporated, tax-exempt section 501(c)(5) organization, have withdrawn from, and are no longer affiliated with, UNITE HERE, a tax-exempt international labor organization; and

WHEREAS, The Chicago & Midwest Regional Joint Board and all of its affiliated local unions are now affiliated with and are members of Workers United, a tax-exempt international labor organization headquartered in New York, New York; and

WHEREAS, The Chicago & Midwest Regional Joint Board and all of its affiliated local unions are subordinate organizations of Workers United and have been recognized by the Internal Revenue Service as members of Workers United tax-exempt group (Group Exemption No. 5890); and

WHEREAS, The Chicago & Midwest Regional Joint Board and all of its affiliated local unions desire to amend their constitution for purposes of changing their names to reflect their affiliation with Workers United; and

WHEREAS, pursuant to the constitution of The Chicago & Midwest Regional Joint Board—which constitution is the controlling organizing document for all affiliated local unions—any change it makes to its name automatically effectuates a corresponding change in the name of each of its affiliated local unions.

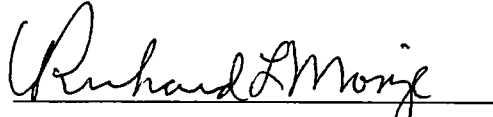
NOW THEREFORE BE IT RESOLVED, that The Chicago & Midwest Regional Board, hereby amends its constitution for purposes of changing its name to: “The Chicago & Midwest Regional Board, Workers United” (hereinafter referred to as the “Joint Board”).

AND BE IT FURTHER RESOLVED, that the Joint Board hereby amends its constitution, which constitution is also the controlling organizing document for each of its affiliates, to change the name of each local union affiliated with the Joint Board (as set forth in the attached Schedule A) by appending at the end of the name of each such local union the words “Workers United,” preceded by a coma (*e.g.*, “Local 131, Workers United”).


AND BE IT FURTHER RESOLVED, that the Joint Board hereby stipulates that the Schedule A attached to this amendment sets forth the current name of each local union affiliated with the Joint Board.

CERTIFICATION:

The foregoing resolutions and amendments were properly approved and adopted by the Executive Board of The Chicago & Midwest Regional Joint Board, Workers United with a stipulated effective date of May 21, 2009.


Richard Monje, Assistant Manager

5/7/12
[date]


Patrick Cronin, Secretary/Treasurer

5/7/12
[date]

SCHEDULE A:

LIST OF AFFILIATED LOCALS OF The Chicago and Midwest Regional Joint Board, WORKERS UNITED:

Name changed to reflect the new international union affiliation: "WORKERS UNITED"

LOCAL 5JTU, WORKERS UNITED
LOCAL 5H, WORKERS UNITED
LOCAL 10, WORKERD UNITED
LOCAL 12, WORKERS UNITED
LOCAL 14M, WORKERS UNITED
LOCAL 16, WORKERS UNITED
LOCAL 17T, WORKERS UNITED
LOCAL 26, WORKERS UNITED
LOCAL 36A, WORKERS UNITED
LOCAL 39C, WORKERS UNITED
LOCAL 56, WORKERS UNITED
LOCAL 56ASW, WORKERS UNITED
LOCAL 61, WORKERS UNITED
LOCAL 65, WORKERS UNITED
LOCAL 66, WORKERS UNITED
LOCAL 67, WORKERS UNITED
LOCAL 68, WORKERS UNITED
LOCAL 71, WORKERS UNITED
LOCAL 73A, WORKERS UNITED
LOCAL 76A, WORKERS UNITED
LOCAL 84, WORKERS UNITED
LOCAL 86C, WORKERS UNITED
LOCAL 90-I, WORKERS UNITED
LOCAL 91, WORKERS UNITED
LOCAL 99, WORKERS UNITED
LOCAL 99H, WORKERS UNITED
LOCAL 104, WORKERS UNITED
LOCAL 108, WORKERS UNITED(IL)
LOCAL 108, WORKERS UNITED(MO)
LOCAL 112, WORKERS UNITED
LOCAL 122, WORKERS UNITED
LOCAL 124-129, WORKERS UNITED
LOCAL 144JTU, WORKERS UNITED
LOCAL 146, WORKERS UNITED
LOCAL 150, WORKERS UNITED
LOCAL 168C, WORKERS UNITED
LOCAL 171, WORKERS UNITED
LOCAL 181, WORKERS UNITED
LOCAL 189T, WORKERS UNITED
LOCAL 199T, WORKERS UNITED
LOCAL 210T, WORKERS UNITED
LOCAL 225A, WORKERS UNITED
LOCAL 229, WORKERS UNITED

LOCAL 254C, WORKERS UNITED
LOCAL 261, WORKERS UNITED
LOCAL 270, WORKERS UNITED
LOCAL 272, WORKERS UNITED
LOCAL 284SW, WORKERS UNITED
LOCAL 295C, WORKERS UNITED
LOCAL 319C, WORKERS UNITED
LOCAL 323, WORKERS UNITED
LOCAL 335T, WORKERS UNITED
LOCAL 344, WORKERS UNITED
LOCAL 361, WORKERS UNITED
LOCAL 379, WORKERS UNITED
LOCAL 393T, WORKERS UNITED
LOCAL 399, WORKERS UNITED
LOCAL 414, WORKERS UNITED
LOCAL 428, WORKERS UNITED
LOCAL 463S, WORKERS UNITED
LOCAL 479, WORKERS UNITED
LOCAL 488, WORKERS UNITED
LOCAL 497, WORKERS UNITED
LOCAL 504, WORKERS UNITED
LOCAL 512, WORKERS UNITED
LOCAL 517, WORKERS UNITED
LOCAL 546-I, WORKERS UNITED
LOCAL 594-I, WORKERS UNITED
LOCAL 748C, WORKERS UNITED
LOCAL 777-I, WORKERS UNITED
LOCAL 782A, WORKERS UNITED
LOCAL 851T, WORKERS UNITED
LOCAL 871A, WORKERS UNITED
LOCAL 872A, WORKERS UNITED
LOCAL 874, WORKERS UNITED
LOCAL 950, WORKERS UNITED
LOCAL 969, WORKERS UNITED
LOCAL 978A, WORKERS UNITED
LOCAL 1050, WORKERS UNITED
LOCAL 1051, WORKERS UNITED
LOCAL 1170, WORKERS UNITED
LOCAL 1385, WORKERS UNITED
LOCAL 1406, WORKERS UNITED
LOCAL 1422, WORKERS UNITED
LOCAL 1426, WORKERS UNITED
LOCAL 1448, WORKERS UNITED

LOCAL 1490, WORKERS UNITED
LOCAL 1525T, WORKERS UNITED
LOCAL 1538, WORKERS UNITED
LOCAL 1557, WORKERS UNITED
LOCAL 1558, WORKERS UNITED
LOCAL 1749, WORKERS UNITED
LOCAL 1758, WORKERS UNITED
LOCAL 1812, WORKERS UNITED
LOCAL 1818, WORKERS UNITED
LOCAL 1820, WORKERS UNITED
LOCAL 1871, WORKERS UNITED
LOCAL 1872, WORKERS UNITED
LOCAL 1899, WORKERS UNITED
LOCAL 2000, WORKERS UNITED
LOCAL 2002, WORKERS UNITED
LOCAL 2302, WORKERS UNITED
LOCAL 2375, WORKERS UNITED
LOCAL 2378, WORKERS UNITED
LOCAL 2402, WORKERS UNITED
LOCAL 2430, WORKERS UNITED
LOCAL 2483, WORKERS UNITED
LOCAL 2497, WORKERS UNITED
LOCAL 2512, WORKERS UNITED
LOCAL 2543, WORKERS UNITED
LOCAL 2562, WORKERS UNITED
LOCAL 2565, WORKERS UNITED
LOCAL 2590, WORKERS UNITED
LOCAL 2635, WORKERS UNITED
LOCAL 2636, WORKERS UNITED
LOCAL 2668, WORKERS UNITED
LOCAL 2675, WORKERS UNITED
LOCAL 2686, WORKERS UNITED
LOCAL 2702, WORKERS UNITED
LOCAL 2710, WORKERS UNITED
LOCAL 2721, WORKERS UNITED
LOCAL 2722, WORKERS UNITED
LOCAL 2723, WORKERS UNITED
LOCAL 2741, WORKERS UNITED
LOCAL 2745, WORKERS UNITED
LOCAL 2765, WORKERS UNITED
LOCAL 2800, WORKERS UNITED
LOCAL 3008, WORKERS UNITED

EFFECTIVE DATE

The effective date of exemption for your subordinates is the postmark date of your application, February 22, 2010.

One or more of your subordinates agreed to give up being a subordinate in a prior group ruling in order to be a part of this group ruling. Their exemption under this group ruling will be from February 22, 2010, the date they notified their previous group ruling they no longer wished to be part of that group ruling.

If they later decide to leave the group ruling or it ceases to exist, and should they want individual exemption, they will have to apply for exemption at that time. This letter supersedes their previously issued exemption.

**CONSTITUTION OF CHICAGO AND MIDWEST REGIONAL JOINT BOARD,
Affiliated with Workers United/SEIU**

Article 1 CONSTITUTION, JURISDICTION, OBJECTIVES

Section 1 Name

The name of this union is Chicago and Midwest Regional Joint Board affiliated with Workers United/SEIU

Section 2 Definitions

When used in this Constitution:

- a. “Local” means a local union affiliated with the Chicago and Midwest Regional Joint Board;
- b. “Joint Board” shall mean the Chicago and Midwest Regional Joint Board affiliated with Workers United/SEIU;
- c. Affiliate means a local union affiliated with the Chicago and Midwest Regional Joint Board.
- d. “Industry” means an industry under the jurisdiction of Workers United/SEIU.

Section 3 Official Constitution; Constitution and By-Laws of Affiliates

a. This document is the official Constitution of the Joint Board. Affiliates may adopt constitutions and/or by-laws not inconsistent with this Constitution. Constitutions or by-laws of local unions may not be inconsistent with the provisions of the constitution or by-laws of Workers United/SEIU. In the event of a conflict between the provisions of the governing documents of the Joint Board or that of Workers United/SEIU with those of an affiliate, the governing documents of the superior body shall prevail.

b. Any local, which has not adopted its own constitution shall observe and be governed by the terms of the model by-laws appended as Appendix A to this Constitution.

Section 4 Jurisdiction

The jurisdiction of the Joint Board includes all workers who are engaged in the preparation, handling or serving of food and beverages; engaged in the performance of public housekeeping services, including all persons in related employment within the hotel, food and beverage service industries, airports, railroads, convention centers, sports facilities, the racing, casino, gaming industries, and theme parks; workers employed by colleges and universities; employed by firms engaged in the production and distribution of textiles, clothing, apparel and related products; employed by commercial laundries, dry cleaners, distribution centers, call centers, retail stores and auto parts and other industrial manufacturers; workers engaged in the provision of services to the developmentally disabled; and shall include other persons when the security of the bargaining position requires the organization of such persons; and shall include all other persons employed in any other industries or establishments where, in the opinion of the Manager of the Joint Board, the organization of such persons would be beneficial to and in the best interests of the Joint Board.

Section 5 Objectives

a. The objectives of the Joint Board shall be to unite all workers within its jurisdiction, regardless of race, religion or creed, color, national origin, sex, age, disability, marital status, sexual preference or orientation, gender identification or citizenship status, for the following purposes:

1. to organize unorganized workers;

2. to improve the working conditions, terms of employment and welfare of such workers, increase their job security, and assure full employment;
3. to establish and maintain collective bargaining throughout the trades and industries within its jurisdiction; and to present, adjust and settle bona fide grievances against employers, through all lawful means, including strike action;
4. to advance the economic, social and political interests of the Joint Board, its affiliates, their members and their dependents;
5. to facilitate the moral and social advancement of its members' condition and status in life;
6. to seek the advancement of democracy and the improvement of general economic, social, political and educational conditions and standards of workers in the countries of North America and of the Caribbean basin, and generally in other nations;
7. to give assistance and encouragement to organizations in organizing workers and to engage in such other activities as may be necessary or proper to strengthen the labor movement and to extend the process of collective bargaining throughout all trades and industries;
8. to promote efficient service to the public, and the best interests of the industries in which its members are engaged;
9. to engage in charitable, cultural, social, legislative, educational, civic, welfare, community, political and other activities which directly or indirectly advance such objectives;

10. to disseminate information among its members regarding economic, social, political, and other matters affecting their lives and welfare; and
11. to provide financial support and assistance and all other lawful means to carry out the objectives of this Constitution.

The Joint Board shall accomplish the foregoing objectives (or such other objectives as may be decided upon by the Manager of the Joint Board) by all means, activities, and expenditures deemed appropriate by a Delegate Meeting, the Manager or the Executive Board of the Joint Board.

Article 2 JOINT BOARD CONVENTION

Section 1. Authority of Joint Board

The Power and authority of the Joint Board shall be as follows:

- a. The supreme governing body of the Joint Board shall be the meeting of the Joint Board Delegates (herein called a "Joint Board Convention"). All decisions made at a Joint Board Convention shall be final and binding upon the Joint Board, its affiliated local unions and their members.

Every worker who accepts membership in an affiliated local union and/or in the Joint Board shall be deemed thereby to have authorized the Joint Board to act as the worker's sole exclusive collective bargaining agent for the purpose of collective bargaining with reference to wages, hours, and working conditions.

Every worker who accepts membership in an affiliated local union and/or in the Joint Board shall be deemed thereby to have exclusively authorized the Joint Board to act as the member's agent and bind the member in the presenting, adjustment, and settlement of all

grievances, complaints or disputes of any kind or character arising out of the employer/employee relationship.

b. The Joint Board Convention shall consider and decide all questions of general industrial and organization policy affecting affiliated local unions and their members, and all affiliated local unions and their members shall adhere to and be bound by such decisions.

c. Unless otherwise authorized, no affiliated local union shall have the power to execute collective bargaining agreements with employers within its jurisdiction, but all collective bargaining agreements between the Joint Board, or any of its affiliated local unions, and employers shall be executed in the name of the Joint Board by the Manager or such Joint Board representative as he/she may designate for that purpose.

d. No affiliated local union shall have the power to call or authorize a strike, stoppage, or other cessation of work on the part of its members or to order its members to return to work during the continuance of any strike, stoppage or cessation of work called or authorized by the Joint Board pursuant to the provisions of this Section. The power to call, authorize and terminate a strike, stoppage, or other cessation of work by members of affiliated local unions shall be vested exclusively in the Manager or such Joint Board representative as the Manager may designate for that purpose. The Manager power to call or authorize a strike shall not make the Joint Board a participant in the strike or impose any liability on the Joint Board or its officers. Such authorization is solely for the purpose of assuring compliance with the provisions of the constitution, and the recognition that amicable means of adjustment have been exhausted and that the best interests of the membership have been protected. Such authorization is also a necessary step to obtain consideration for strike or defense funds.

e. No affiliated local union or officer or agent thereof shall have the power to make any contract binding upon, or incur any liability on behalf of the Joint Board, including strike activity or actions in connection therewith or to induce, call, or to encourage the employees of any employer in strike or concerted refusal to work without the written authority of the Manager. The Joint Board shall not be liable under any contract including collective bargaining agreements, or for any acts or conduct of an affiliated local union or its officers or agents unless so authorized. All officers, agents, or representatives of an affiliated local union shall be agents only of such local union and shall not be agents of the Joint Board unless so specifically designated by the Manager

Section 2. Holding of Conventions

Joint Board Conventions shall be held as follows:

- a. Regular Joint Board Conventions shall be held not less than annually pursuant to written notices at a time and place as the Manager may designate. Special Joint Board Conventions may be called by the Executive Board or the Manager at any time upon not less than five (5) days' notice to the Joint Board Delegates.
- b. A majority of Joint Board Delegates present in person at any Regular or Special Joint Board Convention shall constitute a quorum for the transaction of business, but no action of a convention shall be invalid for lack of quorum unless the question of the lack of the quorum was raised before such action was taken.
- c. A convention may transact any and all business coming before it without prior notice of the business to be transacted at such convention. Unless otherwise provided, all decisions of the Joint Board Convention shall be by a majority of the delegates voting.

Section 3. Number of Local Delegates

a. Each local union shall be entitled to be represented at the convention by one delegate for its first 500 members or portion thereof. Local unions with more than 500 members shall be entitled to one additional delegate for each additional 300 members or portion thereof.

b. For the purpose of determining the representation of each local union at a Joint Board Convention, the number of its members shall be deemed to be the average number on whom it paid per capita to Workers United/SEIU during the twelve (12) month period ending six (6) months prior to the month of the Joint Board Convention.

c. The Manager shall determine the number of delegates provided in subsection a. of this Section 3, for recently chartered and/or merged locals, under standards uniformly applied. No affiliate shall be entitled to any delegates, if, by the thirtieth day before the Joint Board Convention, the affiliate has notice that, by the first day of the Joint Board Convention it will no longer have any members employed by any employer.

d. Except where delegates and alternates serve by virtue of office, affiliates may elect delegates or alternate delegates to the Joint Board Convention. The number of alternates shall not exceed the number of delegates to which the affiliate is entitled. Delegates and alternates shall be elected by secret ballot at a meeting called pursuant to written notice no less than fifteen (15) days prior to such meeting by the local to its members. The election must take place at least forty days before the Joint Board Convention. In the case of death, resignation, disqualification or inability to act of any delegate, such delegate's place shall be taken by the elected alternate who has received the highest number of votes in the local union's election. In the case of a local union that elects alternates in a specific order, that order shall be followed when filling vacancies. Where the affiliate is entitled to only one (1) delegate, the alternate shall fill the vacancy.

Section 4 Voting

Roll call votes at regular and special Joint Board Conventions shall be conducted only when requested upon motion, supported by at least ten (10) locals representing one third of the delegates seated, or by the Manager. On a roll call, the number of members represented by the local as determined in accordance with the provisions of this Article's Section 3b, shall be allocated equally among such delegates present from the Local, and each delegate shall cast a ballot a ballot for his/her allocated number. Unless otherwise provided herein, all decisions at a Joint Board Convention shall be made by a majority vote of those delegates present and voting.

Section 5 Eligibility Requirements and Delegates

a. To be eligible to run as a delegate to the Joint Board Convention a candidate must be a member in good standing of the local he or she is to represent for at least one year before delegates to the Joint Board Convention and is a member in good standing as of the date of the convention. Any member upon ceasing to be employed within a trade or industry within the Jurisdiction of the Joint Board or by the Joint Board and/or covered by a collective bargaining agreement between the Joint Board and /or an affiliated local union shall be ineligible to continue membership and shall be dropped from the membership without a right to a hearing provided for by this constitution.

b. To be eligible to serve as a delegate to the Joint Board Convention, the elected delegate must have been actively attached to the industry for at least one year prior to the date of the Joint Board Convention, or in the case of a delegate representing a local organized or affiliated with the Joint Board less than one year prior to the date of the Joint Board Convention, a member in good standing for six months, or since the date of issuance of its charter or affiliation, whichever is less. Active attachment to the industry shall be deemed to include and not be interrupted by

temporary unemployment due to illness, economic conditions, other good cause, uniformly applied, or service as a full-time paid officer or employee of Workers United/SEIU or any of its affiliates.

c. All elected delegates to the Joint Board shall be deemed elected delegates to the International Convention of Workers United/SEIU by virtue of being an elected delegate to the Joint Board, and all notices of election and ballots for election for delegates to the Joint Board shall state that by virtue of being elected as a delegate to the Joint Board, the elected member shall also be the delegate to the International Convention.

Section 6 Ineligibility to Be Delegates

The following persons shall not be eligible to be a delegate:

- a. a member who has been found guilty of being a strikebreaker;
- b. a member who at any time was expelled or suspended after hearing, unless his or her full membership rights have been restored by the Joint Board;
- c. a member who has been found guilty after hearing of violating a provision of this Constitution, for such period of disqualification as may be imposed upon him or her for the offense;
- d. a member who is barred by the Public Review Board; or,
- e. for such other reasons as this Constitution provides.

The duration of the disqualification under this Section 6 may be modified by the Manager of the Joint Board, GEB of Workers United/SEIU or the Workers United/SEIU Convention, under standards uniformly applied.

Section 7 Recently Chartered or Merged Locals

The provisions of Section 5 above shall not apply to a member of a local which has been merged or consolidated with another local which he or she is to represent as a delegate, if he or she has been a member in good standing for a total of one year in either or both locals before delegates to the Joint Board Convention are nominated in the local.

ARTICLE 3 OFFICERS AND ELECTIONSa. The officers of the Joint Board shall be a Manager, Assistant Manager, a Secretary-Treasurer. In addition the Joint Board shall have an Executive Board.

b. Officers and the Executive Board members shall be nominated and elected triennially at a Joint Board Convention on such date as the Manager may designate. To be eligible to run for the position of Manager, Assistant Manager, Secretary-Treasurer, a candidate must be a member in good standing for at least two years before nomination for the office takes place. Notice of the date fixed for the nominations and election shall be given at least fifteen (15) days prior to the election by mailing written notice thereof to the Joint Board Delegates at their last known home address. Nomination of candidates, each of which shall require thirty (30) seconds from delegates representing at least 20 local unions, shall be made on the first day of a Joint Board Convention at which the election of officers takes place. No nominee shall be a candidate for election unless he/she personally signifies his/her acceptance of the nomination at the meeting after being nominated. If after nominations there is only one qualified candidate for any office or there are the same number of candidates for the number of Executive Board positions to be filled, the Chairperson of the meeting shall cast one ballot for such candidate and/or candidates and such of those candidates for whom the chairperson shall cast his ballot shall be declared duly elected.

c. If there is more than one qualified candidate for any office or more candidates than the positions to be filled on the Executive Board, then the election for the contested positions shall occur at the session of the Joint Board Convention, which occurs immediately on the day following the day of the nomination of candidates. An Election Committee composed of five delegates who are not candidates for office, one of whom shall be designated Chairperson, shall be appointed by the Manager and shall supervise the election. The Election Committee shall prepare the ballots listing alphabetically the candidates for each office. Incumbent office holders shall be so designated by an asterisk before each incumbent's name.

d. Any group of candidates for elected office or positions, which wish to appear on the ballot as a slate, shall submit a written request for such designation, along with a list of candidates on the slate and the positions for which they are running, to the Secretary-Treasurer at least ten (10) days before the election. A request for designation of a slate must include at least two-thirds of the separate categories of offices or positions to be filled at the election, and where two or more places are to be filled in a category of elective officers or positions, including at least one-half of the number of persons to be elected to each such office or position. Permission may be withheld if the slate designation requested is so similar to that selected by another slate as to mislead voters. Any candidate in an election may appeal to the General President from a decision granting or denying designation as a slate. If a request for designation as a slate is approved, the ballot shall provide space at the head of the list of candidates so that one vote may be cast for all candidates appearing under such slate. Each candidate in such slate, however, shall in addition have printed opposite his or her name, a space or box in which an individual vote for him or her may be cast and recorded. A vote for a slate shall be a vote for all candidates on the slate, and where there is a vote for a slate, notwithstanding any individual votes otherwise

indicated on the ballot, the ballot shall count as a vote for the slate, all other votes shall be disregarded, and the ballot shall not be otherwise deemed void. The Election Committee shall record the tally of votes. Votes shall be weighed in accordance with Article 2, Section 4a. The officers or Executive Board positions shall be elected by plurality vote of the delegates present and voting at the Joint Board Convention, and proxy, write-in, telephonic, fax, email or sticker votes shall not be counted

e. Area Director who shall be eligible to be nominated and elected as a delegate by virtue of holding the position of Area Director. Other at-large members of the Executive Board shall be elected from among the Joint Board delegates. In the event an at-large member of the Executive Board resigns or otherwise ceases being a delegate to the Joint Board, the member shall be ineligible to continue to serve as an Executive Board member. In the event an Area Director ceases holding the position of Area Director that Area Director shall be ineligible to continue to serve as an at-large member of the Executive Board.

f. In the event any officer position, other than that of Manager, becomes vacant by reason of death, removal from office, resignation, or otherwise, or there is a vacancy created in the Executive Board, a successor shall be temporarily appointed by the Manager until the next regular election and until the successor is elected and assumes office. In the event the position of Manager becomes vacant by reason of death, removal from office, resignation, or otherwise, the Assistant Manager shall assume the office of Manager until the next regular election.

g. The Manager shall be the principle executive officer of the Joint Board. The Manager shall be responsible to the Executive Board or a Joint Board Convention and shall have the responsibility and authority to act on behalf of the Joint Board and have such powers as are usual to the office, including but not limited to, the authority to determine questions relating to the

application and interpretation of the Constitution, the authority to authorize the expenditure of the funds or the use of property of the Joint Board for the effectuation of any of the objectives of the Joint Board, to authorize the borrowing of money and pledging of property securities, or assets of the Joint Board, to authorize the making of guarantees, to vote the shares of any stock owned by the Joint Board, to authorize the buying and selling of real and personal property, the payment of expenses incurred on behalf of the Joint Board, to make expenditures in connection with litigation on behalf of, or in defense of the Joint Board or affiliates, to make expenditures for political purposes, to employ and retain administrative, technical, legal or other personnel, including professional advisors, required to administer the affairs of the Joint Board and/or to defend and represent the interests of the Joint Board and its members, to engage, employ and direct staff in the direct employ of the Joint Board, to assign such persons as the work of the Joint Board requires, and to suspend with or without pay or discharge any such persons. The Manager shall have the authority to fix salaries and compensations and benefits for all persons employed by or who act on behalf of the Joint Board and to make appropriate regulations relating to the reimbursement of expenses or other obligations incurred by officers, representatives, employees, or other persons in the performance of their duties. The Manager of the Joint Board shall be reimbursed for the expenses the Manager incurs in the performance of duties and adjustments in the Manager's salary shall be subject to the approval of the President of Workers United/SEIU. The Manager shall have the authority to make such other appointments, including appointment of Area Directors the Manager deems necessary to effectuate the work and objectives of the Joint Board and may delegate to another person any administrative, organizational, or authority including the direction and supervision of employees referred to in this Section. The Manager shall have the authority to create such subordinate

bodies to the Joint Board as the Manager deems appropriate to effectuate the objectives of the Joint Board and to merge affiliates, or allow other local unions to affiliate with the Joint Board, subject to the Constitution of Workers United/SEIU. The Manager may set rebates and dues structures for affiliates, reimburse affiliates for expenses, or assume responsibility for expenses for affiliates as the Manager believes are necessary and appropriate, and protect and assume control of the assets of affiliates which are no longer active, and the Manager shall have authority to require affiliates to submit monthly reports containing such information and be in such a form as the Manager may prescribe. The Manager shall be a member of the Executive Board and of all committees and shall be a delegate to the International Convention and have all rights and privileges of a delegate at the Joint Board Convention by virtue of office and shall have such further authority as usual and customary to the principle executive office.

h. The Assistant Manager shall be the principle assistant to the Manager and shall have such duties as the Manager shall designate and in the event of a vacancy in the office of Manager shall assume the position of Manager as per Section f of this Article. The Assistant Manager shall be a member of the Executive Board and all committees and shall have all rights and privileges of a delegate at the Joint Board Convention by virtue of office.

i. The Secretary-Treasurer shall have the responsibilities relating to the general finances of the Joint Board and shall cause to be kept the records of the Joint Board. The Secretary-Treasurer shall insure that the records of the Joint Board, including the minutes of meetings, are accurate, have charge of the Joint Board seal, and shall have authority to authenticate all documents requiring authentication. He/she shall have such further power and authority as the Manager may grant and which are usual customary to the office. The Secretary-Treasurer shall

be a member of the Executive Board and all Committees and shall have by virtue of office all rights and privileges of a delegate at the Joint Board Convention.

j. The Executive Board shall be composed of thirty-six (36) at-large members in addition to those persons who are members by virtue of office under this Constitution. The Executive Board shall have general supervisory powers over the affairs of the Joint Board between Joint Board Conventions and may make recommendations to the Joint Board for action by it. Any business may be transacted at any meeting of the Executive Board. The Executive Board shall meet at least annually at a time and place fixed by the Manager. Special meetings of the Executive Board may be called at any time by the Manager upon not less than twenty-four (24) hours' notice to the Board Members of the time and place of the meeting and the business to be transacted thereat. A majority of the members of the Executive Board shall constitute a quorum for the transaction of business, and decisions of the Board shall be by the concurring vote of a majority of all its members who are present and are voting. Proxy, write in or sticker votes shall not be counted, and no action of a meeting shall be invalid for lack of a quorum unless the question was raised before such action was taken. When necessary in the judgment of the Manager, Executive Board members may be polled by telephone, facsimile or mail. Should the Manager in his sole discretion believe as a result of an affiliation of a new local with the Joint Board or the organizing of a new bargaining unit that the local or bargaining unit by virtue of its size or other factors should have a delegate from the local union or bargaining unit be added to the Executive Board, the Manager may appoint a delegate from the new local or bargaining unit to be a member of the Executive Board and the person so appointed shall hold a term coterminous with the other members of the Executive Board and subject to the same conditions as other Executive Board members. The number of Executive Board members otherwise

provided in this Constitution shall be automatically increased to accommodate the additional appointment. The Executive Board shall have the power to supervise all elections for Joint Board officers, and delegates and local union officers. It shall cause to be preserved for at least one (1) year the ballots and records pertaining to such elections. It shall exercise such other powers as are set forth in this Constitution.

k. There shall be a Finance Committee of the Joint Board composed of five members who shall be Joint Board delegates but who are not members of the Executive Board or Officers of the Joint Board. The Finance Committee shall meet at least quarterly and shall examine, review, and approve the financial records of the Joint Board, and make a report to the Manager, which shall be reported to the Joint Board. The Finance Committee shall be appointed by Manager subject to approval by the Executive Board.

ARTICLE 4 DUES AND REVENUE

The dues structure for local unions affiliated with the Joint Board shall be subject to adjustment as provided in the Workers United/SEIU Constitution. The Delegates to the Joint Board may also adjust the dues for members of locals affiliated with the Joint Board by (1) a vote of the delegates voting at a regular meeting or at a special membership meeting, after reasonable notice of the intention to vote upon such question at the special meeting, or (2) by a majority vote of the members in good standing voting in a membership referendum conducted by secret ballot.

ARTICLE 5 CHARGES, HEARINGS AND APPEALS

Section 1 Grounds for Charges

A member or a person holding an elected or appointed office or position in the Joint Board or an affiliate may be required to appear at a disciplinary hearing when charged with any of the following offenses:

- a. Violating any provisions of this Constitution or the constitution or by-laws of an affiliate, a decision of the Convention or a decision of any officers of the Joint Board or of an affiliate acting within the scope of their authority, or deliberately aiding or abetting another member in a violation.
- b. Gross disloyalty or conduct unbecoming a member.
- c. Gross inefficiency of an officer of the Joint Board or an affiliate that hinders or impairs the interests of the Joint Board or an affiliate.
- d. Actual or attempted misappropriation, fraud or financial malpractice involving the assets of the Joint Board or any of its affiliates or any employee benefit plan.
- e. Publicizing the internal affairs of the Joint Board or an affiliate except to other members.
- f. Failure or refusal to abide by the rules of order and parliamentary procedure in the meetings of a local union or council or creating any disturbance therein, or recording by any means the proceedings of any official meetings of the local union.
- g. Abuse of fellow members or officers.
- h. Preferring charges maliciously or in bad faith or failing to appear and present evidence after filing charges.
- i. Secession or fostering secession or sponsoring or advocating decertification of, or deauthorization of union security for Joint Board or any affiliate.
- j. Holding membership, office or position in a labor organization claiming jurisdiction over any trade or industry or branch thereof within the jurisdiction of, or in contractual relations with Joint Board which was not established under this Constitution which attempts to shape or influence the policies or actions of or to displace the Joint Board or an affiliate, or active support or promotion of such a labor organization

- k. Working as a strikebreaker.
- l. Violating standards of wages, hours and working conditions in a workplace covered by a collective bargaining agreement.
- m. Discriminating against a member or any other person having business with the union based on race, color, religion or creed, national origin, age, disability, marital status, sex (including sexual harassment), sexual preference or orientation, gender identification or citizenship status.
- n. Retaining for his or her own use, or failing to deliver to his or her successor in any office or position, any property of the Joint Board or of an affiliate.
- o. Ineligibility for membership under the Constitution, withdrawing from membership.
- p. Such other acts and conduct which tend to bring Joint Board or an affiliate into disrepute, interfere with the performance of legal or contractual obligations of Joint Board or an affiliate or which are in violation of sound trade union principles

Section 2 Form of Charges

All charges shall state: the name and address of the person being charged; the Sections of the Constitution or by-laws which are alleged to have been violated; a brief statement of the facts indicating such alleged violation; and the name of the person and organization with whom the charges are being filed. They shall be signed by the person making the charges.

Section 3 Who May File Charges

One or more members of the Joint Board having knowledge of the facts alleged to constitute a violation of this Constitution may file a charge against a member or officer of the Joint Board or any of its affiliates, except a charge involving breach of an affiliate's by-laws may only be filed by a member of the local union or an Officer of the Joint Board and b) charges

against an officer of the Joint Board may only be filed by a Delegate to the Joint Board or another officer of the Joint Board and c) any officer of a local union or Workers United/SEIU may file a charge upon information furnished by a member.

Section 4 Where Charges Are Filed

a. Charges against a member of a local union shall be filed with the accused member's local union. The local union shall promptly send a copy of the charges to the Joint Board by facsimile or other means of immediate transmission. The Joint Board shall have the right by notice in writing to the parties and to the Secretary-Treasurer of such local union to assume jurisdiction of any such charges and in that event, no action thereon shall thereafter be taken by the local union. All further proceedings shall be taken by the appropriate hearing body of the Joint Board in the same manner as though the charges had originally been filed with it.

b. Charges made by a member of a local union affiliated with a Joint Board against (a) a member of another affiliated local union (b) the executive board of any affiliated local union or (c) a delegate to the Joint Board or any other person holding an elective office in Joint Board or against any person serving two or more locals in an official or other elective capacity, shall be filed with the Joint Board.

Section 5 Procedure When Filed

The body or officer with whom the charges are filed shall notify the accused of the same by sending a copy thereof by certified mail—or by delivering a copy of the charge to the accused personally. Unless specified otherwise in the constitution or by-laws of an affiliate, the secretary of the affiliate shall have the responsibility to give notice. The accused shall be notified of the

time and place of hearing and shall be allowed no less than ten (10) days from the time of such notification for the preparation of a defense. If such charges are amended or supplemented, the accused shall be allowed ten (10) days from the notification of such change for additional preparation. No member may be tried twice for the same offense, provided that a further hearing ordered by an appellate body and a change in penalty following such further hearing are not precluded.

Section 6 Who May Conduct Hearings

a. Hearings by a local shall be conducted by a hearing committee appointed as provided in the constitution of the local and if not provided in the constitution then by a hearing committee appointed by the local's executive board. Where charges have been filed with the Joint Board or the Joint Board has assumed jurisdiction over charges, a hearing officer or hearing committee shall be appointed by the Manager.

b. Whenever a charge is filed by or against the person or persons who would otherwise have the authority to appoint the hearing body, and if the Joint Board has not taken jurisdiction as provided herein, the Manager shall have the authority, which the Manager may exercise in his/her sole discretion, to:

1. appoint the hearing body consisting of not fewer than three members from among the members of the affiliate involved, or
2. designate another officer member of the affiliate involved to appoint a hearing body of at least three members of the affiliate, or
3. assume original jurisdiction over the charges.

Section 7 Summary Disposition

A charge may be dismissed without hearing if after assuming the charging party's allegations to be true the charges fail to describe actions which would constitute violations of this Constitution or the by-laws or constitution of the affiliate involved, or if it is found that the charges are of such a nature that the interest of the Union does not justify the expenditure of time, money, and other resources necessary for the conduct of a disciplinary proceeding. The decision whether to dismiss shall be made by the governing body with which charges have been filed or which has properly assumed jurisdiction.

Section 8 Conduct of Hearing

a. The hearing officer or chair of the hearing board shall preside at the hearing, shall pass on all objections, and establish rules of decorum procedure not inconsistent with this Article.

b. The person preferring the charge or a member designated by the person preferring the charge as a representative shall present the evidence against the accused. The accused or a member designated by the accused as a representative may present the evidence for the defense. At the conclusion of the presentation of evidence by any witness, the opposing side may cross-examine such witness. Only such testimony as pertains to the specific charges made may be heard.

c. Where there is a joint hearing of more than one person upon charges accusing them of participation in the same offense, or accusing them of similar offenses arising out of the same transactions, there shall be only one representative for all such respondents unless the hearing board or hearing officer shall determine that the conflicting interests of the respondents require additional representation. Similarly, in a hearing upon charges filed by more than one complainant, there shall be only one representative for all such complainants unless the hearing board or hearing officer shall determine that the conflicting interests of the complainants require

additional representation. Representatives must be members in good standing of the International Union and of the local union, if charges are tried on the local union level, and of a local union affiliated with the Joint Board, if charges are tried on the Joint Board level, and may not be practicing lawyers.

d. Only members directly concerned with the case and representatives of Workers United and/or Joint Board may be present during the hearing. Witnesses may be summoned to appear one at a time in accordance with the ruling of the hearing board.

e. Each side shall procure the attendance of its own witnesses.

f. When the accused fails to appear at a hearing, the hearing body may, if it desires, hear evidence in support of the charge before rendering a decision. All decisions shall be in writing and shall be signed by those members of the hearing board who are in accord with the decision. Where the hearing board has authority to recommend penalty, the decision shall contain the penalty and the time for the accused to comply.

g. The hearing body shall have the authority to order a stenographic, video or audiotape record made of the proceedings. In the event that such record is not made, the secretary of the body, or the hearing officer, or such other person as may be designated shall make a written record of the important evidence presented. Such records shall be made available to a higher authority hearing the case on appeal.

Section 9 Hearing Upon Written Evidence

In all disciplinary cases under the jurisdiction of the Manager where the accused consents to a hearing upon written evidence and waives oral hearing after the service of the charges the Manager may try such cases by furnishing the accused with a statement of the facts supporting the charges. The accused shall then have ten (10) days within which to reply to the accusations

and to submit in writing, evidence, including affidavits if desired, in rebuttal of the charges. The Manager shall make a decision based upon the evidence in the possession of the Manager at the conclusion of this procedure.

Section 10 Penalties

a. The hearing board or hearing officer shall have the right to reprimand, suspend, expel, and remove from office, fine for strikebreaking or otherwise discipline in accordance with the provisions of this Constitution. Judgments of suspension or expulsion from membership shall become effective only on ratification by the executive board of the affiliate or Joint Board or officer who appointed the hearing officer.

b. An accused member must comply with any penalty imposed within the time specified by the hearing board or officer, or by the executive board or international body or officer in the case of orders of suspension or expulsion, unless stayed by an appellate body.

Section 11. Appeal Bodies

Appeals may be taken from a decision of a local union to the Joint Board. Decisions of the Joint Board may be appealed to the President of Workers United/SEIU. In addition every member shall have the right to appeal within thirty days from any action or failure to act by the Joint Board and its representatives and/or the representatives of an affiliated local union in the presentation, adjustment, and settlement of any grievances, complaints or disputes affecting such member and the provisions of any collective bargaining agreement under these procedures.

Section 12. Time Limit for Appeal

All such appeals involving charges must be filed within thirty (30) days from the date that a final decision is mailed to the accused where a charge has been involved.

Section 13 Procedure for Appellant

In order to perfect an appeal, an appellant shall mail a written notice of such appeal to the Secretary-Treasurer of the Joint Board. No specific form shall be required, but such notice shall state the decision being appealed from, and indicate the hearing body that rendered the decision. The appellant may file a written statement in support of the appeal within ten (10) days after filing the appeal. The appellant may request a stay of the penalty at the time the notice of appeal is filed. The appellate body may require partial compliance with a penalty as a condition for a stay.

Section 14 Procedure for Hearing Appeals

When an appeal has been taken, the Secretary-Treasurer of the Joint Board shall request the hearing body involved at the prior proceeding to submit all records, transcripts, and exhibits to the Joint Board or where there has been no former hearing body, the relevant persons and parties to have submitted all written evidence or documents relating to the appeal. The Manager of the Joint Board (or an appointed Hearing Officer(s) who shall issue a report to the Manager) shall consider the appeal on the basis of the record, exhibits and written statements. Any party may be requested to submit an additional statement to the appellate body. Application for oral argument may be made to the, Manager or the Hearing Officer if one has been appointed but the granting of such application shall be within the sole discretion of the body hearing the appeal.

Section 15 Power of Appellate Body

The Manager of the Joint Board shall have the authority to set aside, affirm, modify, the decision from which the appeal is made, increase or decrease the penalty imposed, or to reverse the determination and remit the matter for future action or rehearing by any lower hearing body as it may designate. In considering an appeal based upon technical errors or procedure, the

hearing body may, if substantial justice can be done, give any party an opportunity to correct such errors. Objections to procedure and notice, which have not been raised before hearing or at the earliest moment possible during hearing by any party, shall be deemed to have been waived.

Section 16 Obligation to Exhaust Remedies

Every member or affiliate of the Joint Board aggrieved by any action taken, or failure to act by the Joint Board, its Officers, or any affiliate of the Joint Board or the officers or members thereof, with respect to any matter, contract or right there under, or thing relating to or affecting the affairs of the Joint Board or affiliate, or with respect to the hearing of charges or appeals there from, shall be required to exhaust all remedies of appeal, protest, grievance procedure, or arbitration permitted such member or affiliate under the terms of this Constitution, and the Local Union's bylaws or contract, and the Workers United/SEIU Constitution before resorting to any court or other tribunal.

Section 17 Failure to Exhaust Remedies

Any member who brings a legal action against a local union or the Joint Board or the officers or members thereof as such, or who participates in such an action in a representative capacity, without first exhausting all remedies provided by this Constitution or the Constitution of Workers United/SEIU shall be deemed to have waived all remedies available under this Constitution and shall be subject to charges for violation of this Constitution and, if found guilty, shall be subject to such penalty as may be imposed; provided, however, that nothing in this Article shall be interpreted in such a manner as to conflict with applicable Federal law.

Section 18 Inapplicability to NLRB Charges

This article shall not apply to the filing of National Labor Relations Board unfair labor practice charges.

ARTICLE 6 APPLICATIONS AND AMENDMENT OF CONSTITUTION

Section 1 Binding Effect

This Constitution shall be binding upon Joint Board, and its affiliated local unions. It shall be binding upon each member, officer, executive board member, business agent, organizer, employee, representative and agent of the Joint Board and of each of its affiliates. Such affiliates and such persons shall not have the right or authority to waive any provision of this Constitution and any such waiver shall not be binding upon Joint Board or such affiliates.

Section 2 Amendment or Repeal

a. Any provision of this Constitution may be amended or repealed by the affirmative vote of two-thirds of the votes cast at the Joint Board Convention, a quorum being present, at any regular Convention of the Joint Board or a Special Convention called for that purpose.

b. Any such amendment or repeal shall be effective on the first day of the month immediately following the Joint Board Convention, unless another effective date is specified by Joint Board.

Section 3 Submission of Amendments

a. Amendments to this Constitution may be submitted in the following ways:

An affiliate may submit a proposed amendment by adopting such proposal at a regular local meeting and forwarding it to the Manager sixty (60) days prior to the commencement of the Joint Board Convention.

b. The Manager or the Executive Board may submit proposed amendments as a part of their official reports to the Joint Board or at any other time.

c. All proposed amendments, no matter how submitted, shall be in writing, and shall be separated from other written matter.

d. At the Joint Board Convention all proposed amendments shall be referred to the Executive Board or an appropriate Committee designated by the Manager and shall be voted upon by the Joint Board after the Committee's report on such proposals is read. Any resolution dealing with a fundamental principle in the Constitution and intended to have a permanent regulatory effect shall be treated as a proposed amendment to the Constitution and referred to the Executive Board or appropriate Committee.

ARTICLE 7 SEPARABILITY

Section 1 The Manager shall have authority to revise any provision of this Constitution, which is found to be in conflict with applicable law, subject to the approval of the Executive Board.

Section 2 If any provision of this Constitution, or the application of such provision to any officer, member, person or circumstance, shall be held invalid, the remainder of this Constitution or the application of such provision to other officers, members, persons or circumstances, shall not be affected thereby.

APPENDIX A: LOCAL UNION BY-LAWS

(In accordance with the Constitution, these by-laws are to be used as the by-laws of local unions unless and until those locals adopt their own bylaws, which are consistent with the Constitution).

Article 1: Membership Meetings

Section 1: The Local's membership shall be its supreme governing body whose decisions shall be final unless contrary to a Joint Board decision or any Workers United/SEIU or Joint Board constitutional provision, or reversed on appeal as provided by the Workers United/SEIU or Joint Board Constitutions.

Section 2: The Local shall meet regularly at least quarterly at the Local's headquarters or at a location specified by the Local or the Executive Board. The Local shall notify members of each meeting's time and place by posting a copy of the notice at places where meeting notices are customarily posted.

Section 3: A quorum for the purpose of transacting the Local's business shall consist of not less than 10 members present in person at any meeting. No action of any meeting shall be invalid for lack of a quorum unless a member raised the question of lack of a quorum before such action was taken. Any meeting at which a quorum is present may transact any business coming before the meeting without prior notice of the business to be transacted except as these By-laws otherwise provides. However, the Local shall give notice of any meeting called for nominating officers or for amending these By-laws. Unless these By-laws otherwise provide, all meeting decisions shall be by a majority of those voting.

Article 2: Officers - Election and Eligibility

Section 1: The officers of the Local shall consist of a President, a Vice President, a Secretary-Treasurer, and a Sergeant-at-Arms.

Section 2: Depending upon the number of Delegates and Alternate Delegate to which the Local is entitled to send to Workers United/SEIU International Convention as well as to the Joint Board, the President, Vice-President, Secretary-Treasurer and Sergeant-at-Arms shall be deemed to be elected delegates to the International Convention and to the Joint Board by virtue of their election to office. Should the local be entitled to send less than four delegates to the International Convention and/or to the Joint Board, then the delegates shall be designated in the following order: first President, then Vice-President, then Secretary-Treasurer and finally from the office of Sergeant-at-Arms until the allotted number of delegates have been designated. Should the Local be entitled to send as a delegate to the Joint Board more than the number of elected officers set forth above, then there shall be elected such additional delegates as the local is entitled. All notices of election and ballots for election for officers and if necessary delegates to the Joint Board shall state that by virtue of being elected to the office, the elected member shall also be the delegate to the International convention and to the Joint Board.

Section 3: Officers shall be nominated and elected by plurality vote in an election by secret ballot among the members in good standing triennially at a meeting held on a date fixed by the Executive Board.

Section 4: No member who is two (2) months or more in arrears in the payment of dues shall be entitled to be a candidate for office or to vote for officers.

Section 5: A candidate for office must be a member in good standing for at least one year before the election date, and must otherwise meet the eligibility requirements set forth in Workers United/SEIU's Constitution and Joint Board Constitution.

Section 6: At least fifteen (15) days before the nomination-election meeting, the Local must cause to be mailed a notice (which notice may be given in a union publication) to each member

at the member's last known home address. The notice must list the offices to be filled, the time, place, and date of the meeting, that nominations will be accepted from the floor; that candidates must accept their nominations before the close of nominations, either in person or in writing; and that a secret ballot election will be conducted after the close of nominations. The notice shall state that the officers will also serve as International and Joint Board convention delegates and alternates, depending on the number of delegates to which the Local will be entitled

Section 7: At the meeting preceding the nomination-election meeting, the executive board shall appoint an election committee comprised of at least three members in good standing who are eligible to be elected as officers or Executive Board members and who will not be candidates in the election. One of the members shall be designated as Chairperson.

Section 7A. Designation as a Slate

a. Any group of candidates that wishes to appear on the ballot as a slate shall submit a written request for such designation to the Election Committee at least ten (10) days before the election. If the election is to be conducted by mail ballot, any such request shall be submitted at least ten (10) days before the ballots are scheduled to be mailed to the members.

b. A request for designation as a slate shall be approved by the Election Committee provided that the slate: (i) includes a candidate for at least two-thirds of the separate categories of offices or positions to be filled at the election (including categories which may have been filled by acclamation), and (ii), where two or more places are to be filled in a category of elective offices or positions, includes at least one-half of the number of persons to be elected to each such office or position.

c. Permission may be withheld by the Election Committee if the slate designation requested is so similar to that selected by another slate as to mislead voters.

d. Any candidate in an election may appeal to the General President from a decision granting or denying designation as a slate.

e. If a request for designation as a slate is approved, the ballot shall provide space at the head of the list of candidates so that one vote may be cast for all candidates appearing under such slate. Each candidate in such slate, however, shall in addition have printed opposite her or his name, a space or box in which an individual vote for him or her may be cast and recorded.

Section 8: The Local shall not discriminate in favor of any candidate. It shall not advocate the election or defeat of any candidate in any printed statement purporting to be the official or authorized views of the organization. It shall not use the monies or other property of the affiliate for any such purpose. This section shall not preclude any officer from exercising the officer's democratic right to participate as an individual in any other election campaign.

Section 9: At the nomination– election meeting, the election committee chairperson shall request nominations for candidates. Nominations shall require one (1) second. No nominee shall be placed upon the ballot unless the nominee accepts the nomination. Prospective nominees who do not attend the meeting may submit written acceptances to the recording secretary or to an election committee member no later than the close of nominations. No member may be a candidate for more than one office except that if the local has to elect at-large delegates, members who run for at-large Executive Board members may also run as a delegate to the Joint Board and if the local elects stewards, in which case an officer may be elected as a steward. The election committee shall examine the dues records and determine the eligibility of each nominee.

Section 10: If there is only one candidate nominated for an office, the Election Committee Chairperson shall cast one ballot for such candidate or candidates, and shall declare these candidates duly elected.

Section 11: For all contested offices, the election committee shall conduct and supervise the election after the close of nominations. Each candidate shall be entitled to have an observer, who shall be a member in good standing designated in writing by the candidate, present in the polling place during the voting and the final tally and vote count. The election committee shall safeguard the secrecy and honesty of the election. Each voter must sign and/or print his or her name on a list maintained by the election committee. The voter should be given a ballot, permitted to mark the ballot in secret, and to place the ballot in a ballot box. The election committee shall decide challenges to a member's voting right; keep voter records; and count and tally the vote and do so in the presence of any observers who wish to be present. The election committee shall count only the votes for candidates duly nominated and properly on the ballot. It shall not count proxy, write-in or sticker votes. The election committee shall announce and certify the results of the election in a signed statement, and report the election results at the next executive board meeting. It shall preserve all ballots and other records pertaining to the election for one year after the election.

Section 12: Appeals concerning the conduct of the election shall be taken in accordance with the Joint Board's Constitution.

Section 13: Officers shall hold such office until their successors are elected and installed. Installation of officers shall be held at the next meeting after the election, but no later than two months after the election. The new officers shall take the pledge set forth in Workers

United/SEIU's Constitution. The outgoing officers shall immediately turn over all books, records, property and assets belonging to the Local to the newly installed officers.

Section 14: Vacancies in any elective office, except the President, may be filled by a majority vote of the Executive Board, subject to ratification at the next membership meeting. The individual selected shall hold office until a successor is elected and assumes office. The Executive Board may, in its discretion, call a special election at any time to fill a vacancy in any elective office, in which event the person selected by the Executive Board to fill the vacancy shall serve only until the successful candidate at such special election assumes office. The Vice President shall succeed to the office of the President in the event of a vacancy and shall hold office until a successor is elected at either a general or special election and assumes office. Special elections shall be conducted in accordance with the by-laws governing regular elections. The officers so elected shall serve until the next regular election and until their successors are elected and assume office.

Article 3: Officers - Duties

Section 1: Duties of President. The President shall be the Local's chief executive officer and shall transact such business as is usual to the office of the President. He/she shall preside over all membership and executive board meetings and shall rule on all questions of law and order at such meetings. The President shall sign all checks, bank withdrawal slips or other authorization for the withdrawal of the funds, money and properties of the Local when countersigned by the Secretary-Treasurer. The President shall be a member of all special and standing local union committees and shall appoint such committees as are not otherwise provided herein. The President may vote on questions of membership and other matters voted on by secret ballot, but as Chairperson of meetings the President may cast only the deciding vote on other matters.

Section 2: Duties of Vice President. The Vice President shall assist the President in the performance of the President's duties, shall act for the President in the President's absence, and, in the event of a vacancy, shall succeed to the office of President for the unexpired term, or until a successful candidate in a special election assumes the office.

Section 3: Duties of Secretary-Treasurer. The Secretary-Treasurer shall receive all monies paid to the Local and deposit them in its name in such bank or banks or invest them in such securities as the Executive Board may authorize. The Secretary-Treasurer shall jointly with the President sign all checks drawn upon the Local; shall keep true and accurate accounts of all the financial transactions; shall arrange to have an audit of such accounts made periodically and shall make reports thereon to the executive board, and the Local. He/she shall keep correct minutes of all Local and Executive Board meetings; shall sign such minutes, shall conduct the Local's correspondence, shall keep a record of the names and addresses of all of the Local's members and of rejected applicants for membership and of suspended or expelled members, together with the grounds therefore, and shall have such further powers as are usual to the office.

Section 4: Duties of Sergeant-at-Arms. The Sergeant-at-Arms shall guard the door and preserve order and decorum at Local and Executive Board meetings and shall perform such other duties as are usual to the office.

Article 4: The Executive Board

Section 1: There shall be an Executive Board consisting of the President, Vice President, Secretary-Treasurer, Sergeant-at-Arms and three members elected at large.

Section 2: The Executive Board shall be the highest governing authority within the Local between membership meetings. It shall exercise general supervision over its property and affairs.

It shall have such further powers as are necessary or appropriate to effectuate the powers granted to it by the Workers United/SEIU or Joint Board Constitutions, and by these by-laws.

Section 3: The Executive Board shall have power, subject to the approval of the Local and the provisions of the Workers United/SEIU and Joint Board Constitutions, to invest the funds and properties of the Local; to authorize the Local's expenditures or the use of the Local's property; to effectuate of any of its objectives; to borrow money and to pledge any of the Local's property or securities as security therefore; and to buy, sell, exchange, rent lease or otherwise acquire or dispose of real or personal property. The Executive Board shall fix the salaries, if any, of the elective officers, subject to ratification by the local. It shall present a report of its activities to each Local meeting for approval.

Section 4: The Executive Board shall meet regularly at least once every three months at a time and place fixed by the Board. The President may call special Executive Board meetings at any time upon reasonable notice to the Board members by mail at their home addresses and by posting in the Local office the time and place of the meeting and the business to be transacted thereat. Direct telephonic notice shall be sufficient in emergencies. A majority of the Executive Board members shall constitute a quorum for the transaction of business and the Executive Board shall make decisions by a majority of those voting. The Executive Board shall meet in executive session upon the President's order.

Section 5: The Executive Board shall cause to be preserved for at least five (5) years the Local's financial books, accounts and records

Section 6: The Executive Board may serve as a grievance committee, or may, by resolution, appoint a grievance committee.

Section 7: The Executive Board may hear charges against Local members, or may, by resolution, appoint a committee to hear such charges. Hearings shall be conducted in accordance with the Joint Board's and Workers United/SEIU's Constitution.

Article 5: Amendments

Section 1: The members may modify or repeal any provision of these By-laws, or add new provisions, by a majority of the members voting on the question, at a regular meeting, or special meeting called for that purpose.

Section 2: By-law amendments may be submitted for adoption by a majority vote of the members attending any membership meeting, by the Executive Board, or by petition signed by not less than one-third of the Local's members filed with the Secretary-Treasurer.

Section 3: Notice of a vote to adopt amendments must be given at the regular meeting preceding the meeting at which the vote takes place, and by posting notices for ten days at the members' workplaces (if permitted by contract or practice) or at places where notices are customarily posted.

Article 6: WORKERS UNITED/SEIU and Joint Board Constitutions

All the terms and provisions of Constitutions of Workers United/SEIU and of the Joint Board shall be deemed a part of these By-laws. In the event of a conflict between these By-laws and the provisions with a superior body, the superior body's constitution shall govern.