

UNITED STAFF UNION

POLICIES

(Adopted June 20, 1981)
(Amended June 6, 1987)
(Amended June 4, 1988)
(Amended June 2, 1989)

(Amended June 2, 1990)
(Amended March 11, 1994)
(Amended April 16, 1999)
(Amended May 19, 2001)

(Amended May 18, 2002)
(Amended May 7, 2005)
(Amended April 29, 2006)
(Amended April 28, 2007)

1. **Credit Cards**

Phone: The USU Treasurer shall be authorized to obtain and distribute telephone credit cards to the USU President and to other members authorized by the Board of Directors. Said credit cards shall be used only for USU business.

Master Card: The USU Treasurer shall be authorized to obtain a Master Card for the USU President and for anyone else authorized by the Board of Directors. Said cards shall be used only for USU business.

2. **Incorporation**

The USU shall be an incorporated organization.

3. **Bonding**

The Board of Directors shall assure that the Treasurer is adequately bonded. A general bond for state organization treasurers is attainable through the NSO. If such a bond is unavailable, an individual bond shall be obtained.

4. **Tax Forms**

The necessary federal tax forms and state tax forms shall be submitted as required. The USU Treasurer may arrange for such forms to be prepared by a certified public accountant.

5. **Periodic Reviews**

The books of the USU shall be reviewed by an Ad Hoc Committee of the membership bi-annually (6 month and 12 month review). This Committee will be made up of three members with no more than one member being from the same caucus, appointed by the President and subject to the approval of the Board of Directors. The Treasurer shall serve as liaison to the Committee.

At the same time this Ad Hoc Committee will review the vouchers paid for the period. The Committee will make a report at the next regularly scheduled Board meeting as well as at the Annual meeting.

6. **Information to New Members**

Union Stewards shall be provided with an informational packet for distribution as soon as possible to new hires that shall include the following:

- a. Current USU contract
- b. Current USU policies
- c. Current USU Constitution and Bylaws

- d. Current USU budget
- e. The name of USU officers and stewards

7. **NSO Payments**

The USU shall pursue an annual policy of maximizing the advantages of USU in making payments to NSO. The payment schedule shall be subject to the approval of the Board of Directors.

8. **USU Dues Payments**

For persons who were members of the USU as of March 31, 1981, payment of USU dues shall either be by payroll deduction or by cash. All members are encouraged to make payment of USU dues by payroll deductions. Persons paying dues by cash shall make one (1) payment on or before September 1, annually for the succeeding service year.

Members do not have to pay dues whenever they are not earning income.

Dues not paid by the end of the month after which they are dues are considered delinquent.

Delinquent dues shall be assessable at the rate of one percent (1%) of the outstanding balance per month with a minimum charge of \$4 per month.

9. **Mileage**

USU member shall be paid mileage for driving to attend USU meetings and other authorized functions. Mileage shall be paid at the IRS prevailing rate when reimbursement is applied for.

10. **Air Fare**

USU will reimburse members for pre-authorized airfare to union meetings.

11. **USU Policies**

USU policies may be adopted by the Board of Directors and shall be effective immediately. Such policies shall be subject to final approval of the general membership at the next meeting. The general membership may also adopt policy at any general membership meeting.

12. **Roberts Rules of Order**

USU meetings shall be governed by Roberts Rules of Order, unless otherwise specified in USU documents.

13. **Expenses Incurred on USU Business**

- a. Meals: Members on USU business will be reimbursed for meals as follows: up to \$15 for breakfast, \$20 for lunch, and \$40 for dinner for in-state meetings and for up to \$80 per day for out-of-state meetings.
- b. Hotel (in-state): If necessary to stay over to attend a meeting or other USU business, attempt to get a WEAC rate.
- c. Receipts: Receipts shall be required for all expenses except where receipts are not normally available.

- d. Conventions and Training (out-of-state): USU representatives who attend out of state training functions and conventions may request an advance payment on expenses. If actual expenses exceed the advance, the member will submit proof of the expenses and be reimbursed. If participant is provided with an advance, but does not incur full allowable expense, the participant will return any unused funds.

The USU will reimburse a USU member who trains at NSO events up to \$100 per training session for the cost of copying and shipping training materials to the event.

- e. Lodging: Lodging will be paid for the night before the function begins through the day the function ends at the rate quoted for said function. If substantial savings are available on air fares if an individual stays over a Saturday (if this is not the night before or the last day of the function) and this would ultimately reduce total expenses for USU, the Board of Directors shall have the option of approving the additional lodging. If at all feasible, double occupancy is strongly encouraged.
- f. Transportation: The USU requires booking the most reasonable super saver flight available. This requires booking flights as soon as possible or at least thirty (30) days in advance in order to acquire super saver seats. If no super saver seats are available, the USU requires that the next most reasonable seat is booked.

If a person chooses to use ground travel, he/she will receive the amount based on the super saver rate or the next most reasonable rate as stated in the first paragraph above.

The cost of a rental car is reimbursable provided it is used to replace the cost of other ground transportation or if it can be demonstrated that there is a significant savings in air travel by flying into a different city (e.g., Los Angeles vs. San Diego or Tampa vs. Sarasota). If feasible, a rental car should be shared. Reimbursement for a rental car shall not exceed the number of days plus one for which hotel is provided.

- g. If a meeting, approved by the Board of Directors, is held either directly before or directly after another NSO function, and the USU CBC representative(s) attends both functions, he/she shall be entitled to claim one day of expenses in addition to the total number of days granted to attend the non-CBC function.

USU members assigned to attend CBC meetings shall not be entitled to receive expenses relative to a consecutively scheduled NSO function unless they have been assigned to attend such function.

- h. Timelines: For expenses to be reimbursed, they must be vouchered within sixty (60) days of the expense.

14. **Use of Work Time for USU Business**

Members shall use negotiated union days for union and convention business, if available. In the case of WEAC/UniServ Associate and Professional staff, only the President or the appropriate designee will authorize Union days. Those authorizations require a two-day notice. If there is a need for authorization and the President is not available, the Vice President or the appropriate designee will authorize those requests. The Trust Professional and Associate Caucus have no notice requirement and the stewards will request use of those days.

If union days are not available and if members are not to perform union duties outside of regular working hours, they shall be reimbursed at seventy-five percent (75%) of their gross salary if the duties are performed during working hours and the member has to use vacation, personal leave,

NAVY's, etc. If the individual is not able to use union days, the USU will reimburse for the lost wages.

Union days are established per the respective contracts for use by bargaining unit members covered by those contracts. Non-UEA members of either caucus are to seek release days from their particular employers since the bank of days is for the release of bargaining unit members covered by the respective contract. The release of bargaining unit members should benefit the USU in general.

If USU solicits services for specialized work performed outside of the normal workday, the rate shall be at the members' daily hourly rate (annual salary divided by 2,080 hours), not to exceed \$25 per hour.

Prior approval by the Board of Directors is required.

15. **Stipends (2001)**

The USU shall pay annual stipends to:

USU President	\$1,870
USU Vice President	\$ 880
USU Secretary	\$ 726
USU Treasurer	\$1,320
USU Stewards	\$ 220
USU <i>BUG</i> Editor	\$ 250
USU Webmaster	\$ 250
Grievance Chairperson	\$ 220
Caucus Chairs	\$ 330/each

Starting with the 2008-2009 USU budget, these position will be increased by 3% each year.

16. **Expenditures**

The President or the Treasurer shall approval all vouchers before payment. Neither the president nor the Treasurer can approve his or her own vouchers. Disapproved vouchers shall be paid upon a majority vote of the Board of Directors unless appealed by the disapproving party to the general membership. A majority vote at the general membership meeting is necessary to sustain the appeal.

Vouchers shall be routinely approved provided they are within the parameters of the USU Constitution and Bylaws, policies, budget and motions of the general membership. Amounts exceeding the yearly budgeted amount by 5% or more in any Project, 100 through 900, shall be approved by 2/3 vote of the membership present at the USU Board of Directors or by a simple majority at the general membership meeting. The USU Board of Directors shall regularly be informed of USU expenditures: amount paid, to whom, for what, amounts spent/remaining in budgetary categories, etc. Board members may get this information at Board meetings. Any member may get this information upon written request to the Treasurer.

17. The USU shall maintain an interest bearing checking account and shall maintain a safe account which produces the maximum interest.

18. **NSO Expenses**

The USU representatives to the NSO Executive Committee and the NSO Convention shall work to make NSO's policies on expenses consistent with USU's policies on expenses.

19. **Catastrophic Incidents**

Catastrophic incidents suffered by USU members shall be dealt with on a case-by-case basis.

20. The USU shall void all policy established prior to June 1, 1981.

21. **Strike Policy**

The Board of Directors may fine any member(s) who fails to participate in a work stoppage affecting the contracts under which he/she is covered. The fine will be 1 ½ time that member's daily salary.

22. **Gifts**

- a. In the event of a death in the immediate family of a USU member a memorial (\$25) shall be sent. Immediate family is defined as parents, grandparents, parents-in-law, brother, sister, children, grandchildren, spouse, or other members of the employee's household.
- b. Upon retirement the member shall receive a gift of \$200.

23. **Defense Funds**

- a. Each individual caucus has control over its defense fund. Defense monies can only be used to cover expenses of work actions and shall be used for job action costs paid out of the basic USU budget.
- b. By majority vote, an individual caucus may contribute monies from its defense fund to another caucus to cover expenses of work actions.
- c. The first and major priority of each defense fund shall be to maintain the health/dental insurance policies of each member involved in any work action.
- d. If a work action occurs and loans are necessary, the USU shall investigate the possibility of providing them through a bank. Loans shall be guaranteed by the USU and NSO, if possible; limited to active participants in any work action; repayable within a maximum of one year from date of issue; made only on missed pay dates and shall always be less than a person's net paycheck. Interest during the repayment period shall be paid by the USU and NSO, if possible.

At the time loans are made, a note of repayment shall be signed by the recipient. Such note is to include a repayment schedule and a provision for repayment of any collection agency fees and delinquent interest by the recipient in addition to the outstanding principal balance. Notes not paid within the specified time period will be assessed interest on the delinquent amount at 12% (APR) or, if a bank loan, at whatever the bank has set as the APR. The USU shall actively pursue the collection of any unpaid loans.

Loans may be converted into grants only after a work action is over.

24. **Dues**

Up to 1.20% of salary for basic operational expenses of the USU plus \$40 for defense fund plus \$25 for NSO Crisis Fund.

25. **Grievance Processing**

- a. Grievances shall be processed in accordance with Article IV, Section B of the USU Bylaws.
- b. No grievance shall be submitted to arbitration without the advance approval of the Board of Directors.
- c. When the Board of Directors is to take action on a grievance (e.g., authorizing legal research, approving a settlement, submitting a grievance to arbitration, not pursuing a grievance to arbitration), the relevant documents (i.e., materials which will enable the Board of Directors to make an informed decision) shall be mailed out with the meeting agenda. However, in unusual situations, the relevant documents may be distributed at the meeting. In the alternative, the information shall be provided to the grievance committee, which shall report to the Board.
- d. Any USU member who disagrees with a proposed settlement of his/her grievance by the USU shall have the right to appear before the Board of Directors prior to the Board of Directors' final approval of the grievance settlement.

26. **Insurance**

Directors and Officers Liability Insurance coverage shall be purchased after the policy is received and examined by a USU representative.

27A. **Counsel for Members**

- a. It is the policy of USU to provide representation to its members in disputes with the employer through internal (USU or NSO) volunteers representatives.
- b. It is the policy of USU not to provide representation to its members in disputes with the employer through outside, retained attorneys; unless:
 - 1) No internal union representatives are available, or
 - 2) The relevant proceedings or forum requires legal representation (e.g., judicial proceedings).
- c. It is the policy of USU that the USU is obligated for no attorney fees incurred by any members unless the use of a retained attorney has been approved in writing in advance by the USU Board of Directors (or, in an emergency when Board of Directors' action is not possible, by the President).

27B. Member Assistance in Non-Grievance Situations

a. General Process

- 1) The member, working with his/her steward, shall make such a request through his/her caucus chairperson. The request shall be in writing and it may be submitted to the chairperson immediately or after a discussion between the parties.
- 2) The caucus chairperson shall contact the USU Vice-President or the USU President to discuss the request. If the request is determined to be urgent and the USU has a legal obligation to provide assistance or has a past practice of providing assistance in such situations, then the USU Vice-President will arrange for such assistance.
- 3) Should the request from the member not meet the above criteria, the Grievance Committee Chairperson, the USU Vice-President, shall decide whether to put it on the agenda of the next scheduled meeting, call a special meeting or have a conference call to handle the matter. It is expected that the member, and, if possible, the steward and the caucus chairperson would be in attendance when the request is discussed.

b. Member vs. Member Conflict

- 1) In the event that a request involves member vs. member conflict, the above process shall be followed and the USU shall make an effort to resolve the dispute by recruiting a USU member trained/experienced in mediation/conflict resolution to work with the members. However, should the dispute be one where an outside party would have a better chance of success, then the Grievance Chairperson shall make arrangements to have a mediation/facilitator provided by NSO.
- 2) Investigation of a sexual harassment complaint is the responsibility of the supervisor or manager designated by the employer to serve as investigator. The USU's duty in an investigative process is preparation to represent an accused member who may be subject to discipline as a result of the complaint.
- 3) Upon request, the USU, through its member volunteers, will advise a complainant of the appropriate procedures to be followed in making the complaint and, if necessary, intervene on behalf of the complainant to correct a flawed process. A USU member may offer substantive support in the presentation of the complaint, but no one serving in a USU capacity shall argue for discipline of the accused member. Under no circumstances shall anyone who counsels the complainant also participate in the representation of the accused member.
- 4) The USU shall follow the above guidelines in the event a member is accused of retaliating against another member for having made a good-faith complaint.
- 5) These guidelines address sexual harassment complaints. The USU response to member to member complaints or harassment not expressly sexual in nature will parallel these guidelines to the extent applicable.

c. Representation

- 1) Assistance in the form of representation shall normally be provided by USU or other NSO member. A member has the right to choose a USU or NSO member to represent him/her.

- 2) It is the policy of USU not to provide representation by outside, retained attorneys to any members unless:
 - a) No internal (USU or NSO) representatives are available.
 - b) The relevant proceedings or forum may require or requires legal representation.

The USU Vice-President shall advise outside, retained attorneys in writing of the types of activities for which it will be responsible for paying and/or establish an amount beyond which further specific approval will be needed. Any amount authorized shall have prior approval of the USU Board of Directors.

- 3) In a case of member vs. member conflict the USU Board of Directors shall determine the level of representation, if any, as follows:
 - a) Whatever level of representation is approved for one member shall automatically be approved for all other members directly involved in the conflict;
 - b) When a level of representation is approved for one member, all other members directly involved in the conflict shall be informed of such and be advised s/he is entitled to the same level of representation.
- 4) When representation for a member has been approved, he/she shall be present at all relevant meetings with his/her representative. The only exception is if the steward, the caucus chairperson and the USU Vice-President or USU President agrees that the member need not be present.

28. **Membership/Leadership Training**

The USU will sponsor a membership/leadership conference each year plus one or more workshops in other areas as determined by the training committee. The membership/leadership conference will be open to all USU members. Expenses, including meals, mileage and rooms will be paid for all participants. The USU will appoint a training committee who will be responsible for coordinating the training activities.

29. **Bargaining Representatives**

The term of the USU bargaining teams from each caucus shall commence a minimum of 180 days prior to the expiration date of the current contract. The team will disband following ratification and implementation of the successor contract.

30. **NSO Winter Advocacy Retreat**

The USU may send up to eleven members, three from the Professional caucus and four from the WEAC/UniServ Associate Caucus and four from the WEA Trust Associate Caucus, to the NSO Winter Advocacy Retreat. The members from each caucus will be selected by the President of the USU according to the following criteria:

- a. The organization needs of the USU.
- b. The training needs of the Caucus/Individual.
- c. Service/commitment to the USU.
- d. Incentive for greater participation in union activities by new volunteers.
- e. Whether he/she has made an effort to attend previously sponsored USU training functions either as a trainer or as a participant.

Each participant will provide a written report and/or assessment of training experience to the USU Board of Directors.

31. **Americans with Disability Act**

The USU will comply with the Americans with Disabilities Act. USU sponsored events must be held in an accessible area.

32. **Reciprocal Contract Exchange**

Contracts will be provided to outside requesters on a reciprocal basis.

33. **USU Scholarship Fund**

The United Staff Union Scholarship is established solely for the purpose of defraying the cost of the applicant's post-secondary education for members and dependent children of eligible members. Applications for USU scholarships shall be distributed to persons requesting and said applications will be due no later than the first Saturday in April. Scholarships shall be dispensed at the commencement.

34. **Pension Plan Evaluation Criteria and Performance Monitoring Guidelines; 401(k) Plan Evaluation Criteria and Performance Monitoring Guidelines**

The USU Annual Meeting 2002 adopted the attached extensive guidelines.

35. **Letters to the Editor**

USU members are welcome to submit Letters to the Editorial Board of the Union Bug. Such letters must be signed by the author and no more than 500 words in length. The Editorial Board's decision in the matter is final. The Editorial Board shall consist of the editor of the Union Bug and two (2) members of the USU Board of Directors elected at the September USU board meeting.

36. **USU Website**

1. The USU member(s) will establish, create, and maintain a web presence.
2. All content decisions will be made by an Editorial Board. Said board shall be composed of three members of the Board of Directors elected at the September meeting.
 - a. All decisions of the Editorial Board are final.

37. **Mailing List Requests**

The only acceptable use of the USU membership mailing list is for official USU business requested by the elected officers, Caucus Chairs, candidates for USU offices and USU committee chairs.