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Employees

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*1776*

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## **LIUNA Local 1776 Operating Manual**

## **Summary**

This manual provides policies and procedures for the administration of the Laborers International Union of North America (LIUNA) Local 1776.

## **Compliance**

The policies and procedures in this manual shall comply with the provisions contained in all applicable LIUNA constitutions. Whenever this manual is in conflict with a constitutional provision, or whenever this manual is silent on a specific subject covered in a LIUNA constitution, then the constitution shall be the governing document. This manual must be complied with at all times.

## **Applicability**

This manual applies to all LIUNA officers, delegates, and employees, and Local members serving on behalf of Local 1776.

## **Proponent and Exception Authority**

The proponent of this manual is the LIUNA Local 1776 Executive Board. The proponent has authority to approve exceptions to this manual when they are consistent with controlling laws, LIUNA Constitutions, and other governing manuals.

## **Supplementation**

Supplementation of the manual is prohibited without prior approval from the proponent.

## **Interim Changes**

Interim Changes are not official unless approved by the proponent. Users will destroy interim changes on their expiration date unless superseded or rescinded sooner.

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## **Chapter 1**

### **Introduction**

#### **1-1. Purpose**

1. This manual establishes uniform guidelines for the operation of the Laborers International Union of North America (LIUNA) Local 1776 to ensure its officers, delegates, employees, members and all other representatives fulfill their obligations under the LIUNA constitutions.

#### **1-2. References, Explanation of Abbreviations and Terms**

1. Publications and forms referenced in this manual are listed in Appendix A. Abbreviations and terms used in this manual are explained in the Glossary.

#### **1-3. Responsibilities**

1. The Executive Board:

- a. Sets forth the requirements and procedures contained in this manual;
- b. Appoints staff and other personnel upon the recommendation of the Business Manager; and,
- c. Establishes an Executive Committee on Policy, Rules and Manuals to periodically review and make recommendations on changes, as necessary, to the contents of this manual in order to ensure it is up to date with all applicable constitutions, laws, rules and other applicable regulations.

2. The Business Manager:

- a. Enforces the requirements of this manual;
- b. Ensures that all persons affiliated with the Local Union (LU) adhere to the provisions set forth;
- c. Serves as chairperson to the Executive Committee on Policy, Rules and Manuals;
- d. Oversees the Travel Program;
- e. Oversees the Owned/Leased Vehicle Program; and,
- f. Determines staffing/personnel needs and makes recommendations to the Executive Board to fulfill those requirements, to include salary and other compensation to be paid, and manages all staff.

3. LU officers, delegates, employees, members, and other representatives:

- a. Observe the requirements of this manual;
- b. May serve on the Executive Committee on Policy, Rules and Manuals; and,
- c. Can suggest changes or improvements to this manual.

#### **1-4. Organizational Priorities**

1. The LU's main focus is on the three areas considered priorities for the organization. Every action and financial expenditure undertaken by the LU should clearly support one, some, or all of the three areas below:

a. Priority 1: Member Representation

i. Enforcement of 5 USC Chapter 71 (Labor Statute):

- A. Employee rights;
- B. Protection of bargaining units;
- C. National Consultation Rights (NCR);
- D. Union rights;
- E. Weingarten rights;
- F. Collective bargaining;
- G. Unfair Labor Practices (ULP's); and,
- H. Grievance and arbitration.

ii. Enforcement of other federal law and regulation:

- A. Employee rights and benefits;
- B. Dual-status requirements (10 USC § 10216);
- C. Administrative action appeals;
- D. Hours of duty; and,

E. Overtime compensation.

iv. Review of proposed regulatory and policy changes:

A. Federal-level (e.g., OPM, DoD, FLRA, etc.);

B. State-level (as applicable); and,

C. Local-level (as applicable).

b. Priority 2: Legislation and Political Action

i. Pursuit and enactment of statute and regulatory changes that result in an overall improvement to pay, benefits, and working conditions of our members, specifically, and the Federal Civil Service, in general;

ii. Protection and enhancement of Federal employment rights and protections, in general; and,

iii. To engage with, support, and/or oppose political candidates, parties and platforms.

c. Priority 3: Member Enhancement and Welfare

i. Provide access to affordable insurance products; and,

ii. Provide other assistance as is necessary and appropriate.

**1-5. Recurring Requirements**

1. In order to fulfill the Organizational Priorities in Subparagraph 1-4 the LU has certain recurring requirements that it must satisfy:

a. Financial Obligations

i. Per Capita Tax (PCT) payments;

ii. Payments to member benefit providers;

iii. Employee pay and benefits;

iv. Insurance costs;

v. Travel expenses;



- vi. Meeting and conference expenses;
- vii. Training expenses;
- viii. Representational expenses; and,
- ix. Good and welfare expenses

b. Representational Obligations

- i. Contract negotiations;
- ii. ULP's;
- iii. Grievances and other complaints;
- iv. Adverse action appeals; and,
- v. Representative training.

c. Membership Related

- i. Organizing;
- ii. Communication; and,
- iii. Other services.

## Chapter 2

### Standards of Conduct

#### 2-1. Policy

1. To ensure that general members can have complete confidence in the integrity of the LU, each officer, delegate, employee, or other representative acting on behalf of the LU shall respect and adhere to the principles of ethical conduct listed in Subparagraph 2-2.
2. LIUNA Local 1776 employees and representatives will receive initial Standards of Conduct Certification training no later than (NLT) 30 days after the initial full-time appointment. This training will be annotated on the *LIUNA Local 1776 Standards of Conduct Certification Statement of Understanding* (Appendix B) and filed in the member's personnel-folder. Recurring training will be accomplished in accordance with Subparagraph 2-1(3), below.
3. Immediately after regular elections are completed, LU officers and delegates will be fully briefed of their responsibilities regarding the Standards of Conduct at the next regular meeting. Refresher briefings will be conducted each year during the 1Q and 4Q LU meetings and will be annotated in the "Refresher Briefing" section of the member's *LIUNA Local 1776 Standards of Conduct Certification Statement of Understanding* (Appendix B). This cycle will be repeated after every election cycle regardless of whether the officer or delegate has previously served as an officer or delegate of the Council.
4. The requirements and restrictions contained in Subparagraph 2-2 are considered general principles and are not all inclusive.

#### 2-2. General Principles

1. Representation is a matter of trust. Those covered by this manual:
  - a. Shall
    - i. Pledge to adhere to the LIUNA constitutions, federal, state and local laws, and other ethical guidelines above private/personal gain.
    - ii. Put forth honest effort in the performance of their duties.
    - iii. Act impartially and not give preferential treatment to any private or public organization, or individual.
    - iv. Protect and conserve LIUNA Local 1776 property and shall not use it for other than authorized activities.
    - v. Disclose waste, fraud, abuse, and corruption to appropriate authorities.

vi. Satisfy in good faith their obligations as citizens, including all just financial obligations, especially federal, state, and local taxes imposed by law.

vii. Adhere to all laws and manuals that provide equal opportunity for all Americans regardless of race, color, religion, gender, national origin, age, or handicap.

viii. Avoid any actions creating the appearance that they are violating the law or the ethical standards set forth in this Chapter. Whether particular circumstances create an appearance that the law or these standards have been violated shall be determined from the perspective of a reasonable person with knowledge of the relevant facts.

b. Shall Not

i. Hold financial interests that conflict with the performance of duty.

ii. Engage in financial transactions for personal gain using non-public LIUNA Local 1776 (insider) information or allowing the improper use of such information to further any private/personal interest.

iii. Solicit or accept any gift or other item of monetary value from any person or entity seeking official action from, doing business with, or conducting activities regulated by the LIUNA Local 1776, or whose interests may be substantially affected by the performance or nonperformance of the LIUNA Local 1776 representative's duties, except as permitted by the LIUNA constitutions and/or federal law.

iv. Knowingly making unauthorized commitments or promises of any kind purporting to bind the LIUNA Local 1776.

v. Use their elected or nominated positions for private/personal gain.

vi. Engage in outside employment or activities, including seeking or negotiating for employment, that conflict with their official duties and responsibilities.

## **Chapter 3**

### **Finances (3Q 2013)**

#### **3-1. Income, Regular and Recurring Disbursements**

1. The LU's income source shall be from dues and income from other proper and lawful sources. The income shall be in amounts that are necessary to accomplish and take care of the obligations and requirements of the LU and the purposes for which the LU was established. The income shall be promptly deposited in such banks or depositories as are determined by the Executive Board of the LU.

2. The Executive Board shall have the authority to make commitments and disbursements at its discretion from the funds, assets, and property of the LU for the regular, recurrent and incidental expenses of the LU.

3. The Executive Board shall further have the authority to make commitments and disbursements in its discretion from the funds, assets and property of the LU for organizing, collective bargaining, contract administration, awards, gifts, donations, charitable contributions, political purposes, education, public relations, employee benefit plans for LU personnel and officers, legal expenses, and such other expenses and investments as it deems necessary or proper to carry out the objects and purposes of the Union.

4. The Secretary-Treasurer shall make disbursements from the funds of the LU for the regular, recurrent and incidental expenses of the LU, such as mortgage, leases, rent, taxes, salaries and other compensation, travel, allowances, reimbursements for expenses, utilities, telephone, maintenance, repairs, supplies, office equipment, obligations to the International Union, obligations to the District Council if so affiliated, and obligations to the LIUNA Staff and Affiliates Pension Fund, and to make such other payments as directed by the Executive Board.

#### **3-2. Non-Regular and Non-Recurring Expenses**

1. Request for non-regular or non-recurring fund expenditures may only be considered after an Executive Board Officer has put forth a motion, and said motion has been seconded for consideration, during a LU regularly scheduled quarterly meeting, unless a special meeting is convened for the purpose of entertaining non-regular and/or non-recurring expenditures of funds for a specific and necessary purpose.

2. Once a motion has received due consideration the Executive Board shall move to approve, disapprove, or table the matter. If approved the motion shall be put forth in front of the combined states delegation and either approved or disapproved by a majority vote.

3. Motions shall be proposed verbally and should provide sufficient detail so that meaningful discussion can ensue, in order to be considered by the Executive Board. Members are also encouraged to submit a written version of their proposed motion to promote understanding of the

proposal, and to facilitate recording of the motion into the official record. It is recommended that the following format be observed:

Proposed Motion: Allocation of Funds

A motion is made to request \$ \_\_\_\_\_ in funding to \_\_\_\_\_.  
This request for expenditure of funds complies with our Organizational Priorities in accordance with Sub-paragraph 1-4 of the Operating Manual, which is to promote the function and purpose of the National Guard Council and all states under its jurisdiction.

### **3-3. Bank Accounts**

1. The LU Executive Board will designate a US-based National Bank as its primary banking institution. All non-investment funds will be deposited in accounts backed and guaranteed by the Federal Deposit Insurance Corporation (FDIC).
2. The types of accounts and the balances kept in each account will be determined and strictly monitored by the LU Executive Board upon recommendations made by the LU Secretary-Treasurer. Access to LU accounts will be in accordance with the LIUNA Uniform Local Constitution and approved Variances and Tolerances granted by the International Union.

### **3-4. Employee Pay and Benefits**

1. The pay and benefits of LU employees shall be set by the Executive Board IAW applicable law, rule, regulation, LIUNA constitutions, and this manual.
2. Payroll or any other compensation-type disbursements will be made via direct deposit from the LU to an account designated by the employee.

### **3-5. Investment of Union Funds (4Q 2017)**

1. The LU Executive Board may approve the purchase of zero-risk products, such as certificates of deposit, as a means of investing Local Union funds.
2. The investment of funds shall only be considered as part of an annual budget request.
3. Funds identified for investment shall be in addition to monies projected to be necessary and available for the operation of the Local.
4. The LU Executive Board shall establish, by separate charter, an Investment Policy Board prior to the consideration and/or approval of investing Local Union funds in any product that is not considered zero-risk.

## Chapter 4

### Travel Program and Reimbursable Expenses (3Q 2013)

#### 4-1. Policy for Reimbursement of Expenses for Travel, Entertainment and Other Business Expense

1. LIUNA Local 1776 will establish rates for the reimbursements of official business expenses, and will reimburse an officer, delegate, employee, member, or any other individual acting at the request, on behalf, or under the authority of the LU for business related travel and entertainment expenditures that are necessary in the performance of his/her assigned duties. It is the intent that this policy applies to anyone requesting reimbursement from the LIUNA Local 1776.
2. Specific LU approval should be obtained prior to undertaking official travel on behalf of the LU unless the travel is in support of the individual's constitutionally described duties, or it is at the request of the LU in which case approval is implied; otherwise, expenses are incurred at the traveler's risk. The amount of total combined authorized travel reimbursements disbursed by the LIUNA Local 1776 during any fiscal year will be identified as a separate budget item in the Business Manager/Secretary-Treasurer's Annual Budget Proposal to be presented at the 1Q LU meeting of each fiscal year. The amount of travel monies approved in the annual budget may be adjusted as necessary during the fiscal year to account for expenditures exceeding the projected travel budget.
3. The Business Manager/Secretary-Treasurer shall be the approval authority for all travel reimbursement requests submitted to the LIUNA Local 1776, except his/her own. Approval for travel reimbursements submitted by the Business Manager/Secretary-Treasurer shall be the responsibility of the President, or any other delegated individual. Travel conducted for authorized purposes, pursuant to an approved annual budget, does not require individual approval.
4. Persons travelling on official LU business will be reimbursed for meals and incidentals on either a Per-Diem Rate or an Actual Expense Rate upon the completion of an Expense Report. The rate reimbursed will be based on the travel purpose and the position of the person travelling, and shall be determined by the LU Business Manager on a case-by-case basis:
  - a. Per-Diem Rate. Reimbursements under this category are based on published Government Services Administration (GSA) rate set for the event location.
  - b. Actual Expense Rate. Reimbursements under this category are not limited to the GSA published rate; however, the amount of meal reimbursements claimed should be reasonable and related to the travel purpose.
5. It is the responsibility of those approving reimbursement to ensure that:
  - a. Expenses are incurred for the benefit, or are in the best interest, of the LU.

- b. Expenses are reasonable and incurred as outlined in this policy.
  - c. Documentation is complete, with original receipts to include the name, title, and organization for each person covered and the nature of the business discussion, meeting, etc. resulting in reimbursable expenses.
  - d. Reimbursement claims are to be submitted within 14 days of incurring an expense, or within 14 days upon returning from travel, but no later than 60 days. Per IRS Guidelines, reimbursements of expenses that are more than 60 days old are considered compensation and therefore subject to withholding taxes. In light of this IRS rule, such reimbursement requests will not be approved absent verifiable evidence that the failure to submit the claim for reimbursement was due to circumstances beyond the claimant's control.
  - e. The Internal Revenue Service requires specific documentation to support an employee's travel and entertainment expenses. Minimum documentation requirements include original receipts for any transportation or lodging expense, and original receipts for any other expenditure of \$10 or more. Deviation from this policy may require the LU to include any reimbursements in the employee's taxable wages subject to applicable taxes/withholdings. For non-employees, deviation from this policy may require the LU to report reimbursements as miscellaneous income on IRS form 1099.
6. Any exceptions or special circumstances require the prior written approval of the Business Manager/Secretary-Treasurer and must include supporting documentation of the exception.
7. Reimbursable travel expenses are those which are incurred in the course of conducting official LU business. These include:
- a. Transportation to and from the location of an authorized event. The mode and class of transportation used should be the most economical to the LU under the circumstances, taking into consideration distance to be traveled, dates of actual travel, any health or medical concerns of the traveler, and whether traveler will be conducting business enroute. These include:
    - i. Commercial Airline (CA): A copy of the traveler's itinerary and receipt is required for reimbursement. Frequent flier mileage accrues to the traveler.
    - ii. Personally owned vehicles (POVs): A POV may be used to conduct official travel when it is a net cost-benefit to the LU. When use of a POV is approved the LU will only reimburse actual mileage incurred. POV mileage reimbursement rates will be equal to the rates published by the U.S. General Services Administration (GSA). Vehicle operating costs including fuel, insurance, repairs, and maintenance are not reimbursable. Normally, individuals provided with an LU-Owned/Leased vehicle may not claim reimbursement for the use of a POV in

conjunction with official duties. The following restrictions also apply when using a POV:

A. (4Q 2017) Commuting Area: The geographic area surrounding a work site that encompasses the localities where people live and reasonably can be expected to travel back and forth daily to work, as established by the Union based on the generally held expectations of the local community. For the purposes of LU-related travel, the standard commuting area will be set as sixty-five (65) miles one-way, or one-hundred and thirty (130) miles, total roundtrip from an individual's home of record (HOR) to the event.

B. (4Q 2017) Within Commuting Area: Mileage incurred while conducting official business during regular duty hours is reimbursable to the extent that the travel is in excess of the individual's normal daily travel requirement. For example, if a person normally travels twenty-five (25) miles each way from their home of record to their assigned work site, then only the mileage in excess of fifty (50) miles would be reimbursable. When POV is the authorized mode of transportation for multi-day events, and the individual commutes back and forth from their home of record to the event each day, the traveler will be reimbursed for mileage on each day of the event. When POV is not the authorized mode of transportation, but the individual chooses to drive their POV in lieu of other travel arrangements, then POV mileage will be based on what the authorized mode of travel would have been.

C. Outside Commuting Area: Normally when a person opts to use their POV for travel outside of their commuting area the LU will reimburse the actual mileage incurred unless another mode of travel is more economical. In cases where travelling by commercial air or the use of a rental car is more economical, the amount reimbursed for POV use will not exceed the cost of the most economical mode of transportation. However, exceptions to this provision may be considered on a case-by-case basis.

iii. Rental Cars: Car rental expenses are reimbursable when travelling outside of the Commuting Area, or when the requirement to travel while at a TDY location is such that using other ground transportation, like taxi cabs, is not practical or economical.

iv. Ground Transportation, Parking Fees, and Toll Charges: Preferred choices for ground transportation are shuttle service, credit-card enables taxi cabs and limousine service, or public transportation, whichever is most economical based on the circumstances. Taxi, limousine, or shuttle service should be used only when the round-trip cost of such service is less than the parking cost and/or mileage reimbursement. Non-credit card taxi fares require a receipt for



reimbursement. Published tolls and verifiable parking costs are reimbursable without receipt.

b. Lodging will be provided to facilitate attendance at official events that require a person to remain overnight at a location other than their residence. The original hotel bill along with proof of payment will be used as documentation for reimbursement. Any brand-specific reward received by the traveler in conjunction with a hotel loyalty program accrues to the employee.

i. Within Commuting Area: Events may require that a person secure overnight lodging in conjunction with their official duties even when the event takes place within their commuting area. In these circumstances the number of lodging nights reimbursed may not exceed the number of days for which the event was scheduled.

ii. Outside Commuting Area: For travel outside of the commuting area which requires lodging, the number of lodging nights reimbursed may not exceed the number of days for which the event was scheduled, plus two.

c. Meals and Incidental Expenses (M&IE), and Other Business-Related Expenses:

i. Personal meals are expenses incurred by a person when dining alone, or with their spouse (if authorized), while in a travel status, or by an individual who has paid the bill for others LU members who are also in a travel status. Incidental expenses include laundry, dry cleaning, and gratuity.

ii. Business meals and other business-related events are those involving multiple persons during which specific union business or discussion takes place (i.e., Executive Board and General Membership meetings), or which are held for entertainment purposes (e.g., event receptions or holiday gatherings), including events held for the purpose of fostering the morale, welfare, and recreation of LU employees and/or members. When these types of events take place, the senior officer, delegate, employee, or member (in most circumstances) is responsible for paying and documenting the expense. Itemized receipts must be furnished for all business meals and other business-related events, regardless of whether the traveler is seeking reimbursement for expenses paid with personal funds or whether they used a LU-issued payment method.

iii. Reasonable expenses incurred for personal travel, including alcoholic beverages (in moderation) and gratuity, will be reimbursed when supported by a credit card charge receipt or a cash register receipt. Documentation must include amount, date, time, place, business purpose and the names of the people present.

vii. IAW federal law and IRS regulations, travelers issued a LU Travel Card IAW Paragraph 4-2, who are receiving a per-diem rate for travel IAW Section Paragraph 4-1(4)(a), do not need to provide receipts for personal M&IE purchases made while on official travel.

8. Guest Travel and Entertainment Expenses:

a. Executive Board Member and/or State Representative Spouse: In accordance with Article IX, Section 3(a), of the Uniform Local Constitution full travel expenses may also be provided for a spouse who accompanies an Executive Board member in connection with the performance of the member's duties and responsibilities. State Representatives shall also be extended the same benefit when it is determined that spouse travel expenses are appropriate. LU Executive Board approval is required prior to authorizing the payment of spousal travel expenses in conjunction with a specific LU-sponsored event under this paragraph.

b. Other Guest(s): Guests are normally welcome to attend LU-sponsored social events. Members are encouraged to invite their immediate family (spouse/children), and/or significant others to accompany them to such events. Travel to and from the event, and any other expenses incurred as a result of their guest(s) attending shall be the sole responsibility of the member. Exceptions shall be considered on a case-by-case basis.

c. Members must notify the LU Business Manager or Event Coordinator of their intent to bring a guest(s) prior to attending any LU-sponsored social event.

9. Communication and Reproduction Services: Expenses incurred for telephone, fax, printing, and teleconferencing for business communications and meetings while conducting LU business are reimbursable.

10. Non-Reimbursable Expenses: The following is a general list of non-reimbursable expenses. The list is not all-inclusive.

a. Personal Insurance (i.e., travel, accidental, health, etc.);

Note: LU employees traveling on official business are covered against illness by their health insurance and against work-related accidents by the LU's worker's compensation insurance policy. All other LU members are covered against illness or peril by their own personal insurance.

b. Memberships, clubs, or organizations (e.g., airline, fitness, discount, retailers, credit cards, etc.);

c. Childcare;

d. Lodging costs for pets;

- e. Car washes, except for LU-owned/leased vehicles;
- f. Sightseeing or personal side trips (unless sponsored by the LU);
- g. Personal care items such as toiletries or apparel. In the case that a person's luggage is delayed or lost by an air carrier and neither the air carrier nor the hotel provides replacement toiletries, a person may claim reimbursement for the purchase of basic hygienic items and undergarments;
- h. Medication;
- i. Personal entertainment; and,
- j. Laundry services on trips less than three consecutive business days.

11. Employees using an LU-provided credit card must provide itemized receipts and documentation for all travel-related expenses covered herein.

12. Attendance Requirement: Persons travelling on behalf of the LU will be required to participate in all activities related to the event which necessitated the travel. This includes (but is not limited to) classes, training, conferences, meetings, receptions, and any/all other events for which the LU has incurred a cost as a result of the traveler's required or expected participation. A person who fails to participate in mandatory events may be denied reimbursement for some or all travel expenses claimed. The LU may also seek to recover any pre-paid costs incurred in anticipation of the person's attendance at the event. Participation includes attending social events (receptions, dinners, etc.) if a cost has already been incurred by the LU for a person's attendance at such an event.

13. Mandatory Membership Requirement (1Q 2017): A member who participates in an event for which travel funds are expended on their behalf, shall be required to remain a member in good standing for a minimum of two (2) years after completion of travel, unless involuntarily separated from their full-time employment. For the purposes of this section, a member who is activated for military service, whether voluntarily or involuntarily, is not considered to have involuntarily separated from their full-time employment and may need to make alternate payment arrangements in order to comply with this requirement. An individual may forgo this requirement by reimbursing Local 1776 the full cost of their travel. This requirement does not apply to staff or retirees working for Local 1776.

#### **4-2. LU Travel Card Program**

1. The LU Travel Card Program (TCP) is designed to improve the management and control of official travel and other expenditures thereby promoting the efficiency of the LU.

## 2. Cardholders:

- a. Must use the travel card only for official travel expenses as outlined in this manual;
- b. May need to retain all travel card receipts; and,
- c. Must submit a travel expense report IAW Paragraph 4-1(4).

3. Travel Cards will be pre-loaded with an amount of funds equal to the individual traveler's approved per diem and other necessary transportation expenses for a specific event. Regardless of the total amount pre-loaded, Travel Cards are restricted to a \$750/day spending limit. Cardholders should contact the LU Business Manager if a higher spending limit may be required for a particular transaction or event.

4. If prompted by the merchant or point of sale terminal, please select the 'credit' option. LU Travel Cards do not have a PIN (Personal Identification Number) associated with them.

5. Travel Cards are not enabled for cash withdrawals. Travelers may not use a Travel Card to obtain cash from an Automated Teller Machine (ATM), Point-of-Sale (POS) device, or by any other means.

6. Travel Cards can be used to make business-related purchases at specific approved merchant categories and will decline if used at a merchant category that is not approved. Travel Cards may not be used for transactions on internet gambling sites or for any purpose which is prohibited by applicable federal, state, local law, statute, ordinance, or regulation. Travel Cards can only be used at the following types of establishments:

- a. Public and non-profit retailers/vendors (post office, government agencies, etc.);
- b. Automotive dealers;
- c. Gas stations and convenience stores;

Note: If the Travel Card is used at an automated fuel dispenser (pay at the pump), the merchant may preauthorize the transaction amount up to \$75.00 or more. This may cause the Travel Card to be declined, even if there is sufficient available balance to pay for a tank of gas. If the Travel Card is declined, pay for the gas inside with the cashier.

- d. Grocery stores and other food retailers;
- e. Restaurants (fast food and sit-down);
- f. Retail stores (Office Depot, COSTCO, FedEx, UPS, etc.); and,

g. Travel and transportation.

Note: Travelers should be aware of car rental agency policies in regard to reserving a car with a debit or stored value card. These policies are usually posted on their website in the FAQ section.

7. Cardholders must read and sign the LU Travel Card Program Statement of Understanding prior to being issued a credit card.

8. Participation in the LU Travel Card Program may be revoked at any time.

STATEMENT OF UNDERSTANDING  
LU TRAVEL CARD PROGRAM

By signing below, I certify that I have read Chapter 4 of the LIUNA Local 1776 Local 1776 Operations Manual. I understand that the LU Travel Card Program is designed to improve the management and control of LU travel and thereby promote our efficiency. I agree to abide by the instructions issued by the LU, and I also understand that I am authorized to use the card only for those necessary and reasonable expenses incurred by me for official business/travel.

I understand that I am being specifically directed to:

**Initials**

- \_\_\_\_\_ Abide by all rules and regulations with respect to the charge card.
- \_\_\_\_\_ Use the charge card for official travel expenses only.
- \_\_\_\_\_ Pay for any/all unauthorized charges listed on the card report/statement.
- \_\_\_\_\_ Notify the Business Manager of any problems associated with my use of the card.
- \_\_\_\_\_ Notify the card issuer and the Business Manager if my charge card is lost or stolen.

I also understand that failure on my part to abide by these rules or otherwise misuse the card will result in disciplinary action taken against me. I also acknowledge the right of the Business Manager to revoke or suspend my travel card privileges if I fail to abide by the terms of this agreement.

**Card User**

**Business Manager**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Chapter 5**

### **LU Vehicle Program**

#### **5-1. General Policy**

1. Authorized drivers of LU vehicles assume the duty of obeying all motor vehicle laws, maintaining the vehicle properly at all times and, otherwise, following the policies and procedures outlined in this chapter.
2. LU vehicles are provided to support business activities and are to be used only by qualified and authorized LU representatives. In all cases, these vehicles are to be operated in strict compliance with motor vehicle laws of the jurisdiction in which they are driven and with the utmost regard for their care and cost-efficient use. Company vehicles may not be used for business activities of other entities.
3. LU drivers and anyone authorized to drive a LU vehicle must have a valid driver's license issued in the state of residence for the class of the vehicle being operated and must be able to drive a vehicle. Each driver must provide the LU with their driver's license number and date of birth. The cost of obtaining or renewing a driver's license is a personal expense.
4. Driver qualifications are as follows:
  - a. Authorized LU representative;
  - b. Must be at least 21 years of age;
  - c. Have at least one year of experience in the class of vehicle operated;
  - d. Must meet licensing requirements; and,
  - e. Will not qualify for a company vehicle if, during the last 36 months, the driver had any of the following experiences:
    - i. Been convicted of a felony;
    - ii. Been convicted of sale, handling or use of drugs;
    - iii. Has automobile insurance canceled, declined or not renewed by a company;
    - iv. Been convicted of an alcohol- or drug-related offense while driving;
    - v. Had driver's license suspended or revoked;

vi. Been convicted of three or more speeding violations or one or more other serious violations; and,

vi. Been involved in three or more chargeable accidents.

5. An LU-provided vehicle which is used 100% for business purposes (except for allowable de minimis use) has no tax consequences or reporting. Records should be maintained to substantiate that all vehicle use was for business.

6. If an LU-provided vehicle is used for both business and personal purposes, substantiated business use is not taxable, but personal use is taxable to the driver as wages.

7. Mileage should be reported on a weekly basis. Separate records of business and personal mileage are required. If records are not provided then the value of all use of the automobile is reported wages to the driver, and the driver can then deduct any substantiated business use on their personal taxes.

8. Normally, LU representatives who have been provided a vehicle under this chapter may not submit claims for POV mileage reimbursement in conjunction with official business. Any exceptions or special circumstances require prior written approval of the Business Manager/Secretary-Treasurer and must include supporting documentation of the exception.

## **5-2. Review of Motor Vehicle Record**

1. State Motor Vehicle Records (MVRs) will be used as the source for verifying driver history. MVRs will be obtained and reviewed at least annually on all drivers.

2. Driving privileges may be withdrawn or suspended at any time, and/or the LU vehicle removed from any authorized driver not meeting the above requirements. In addition, appropriate disciplinary action may be taken, up to and including termination of employment or duties.

## **5-3. Personal Use**

1. LU vehicles are provided primarily for business purposes; however, occasional personal use is permitted. Personal use is a privilege extended only to the authorized representative. The privilege of personal use may be withdrawn at any time.

2. Restrictions on personal use:

- a. Only authorized drivers may employ LU vehicles for personal use;
- b. Use is only occasional; and,
- c. Vehicle should not be used for towing purposes.



3. Any exceptions to the restrictions on personal use require advanced written approval by the LU Business Manager.

#### **5-4. Preventive Maintenance and Upkeep**

1. Authorized drivers are required to properly maintain their company vehicles at all times.

2. Vehicles should not be operated with any defect that would inhibit safe operation during current and foreseeable weather and lighting conditions.

3. Drivers must ensure that all preventive maintenance required in the owner's manual is performed by an authorized dealer or other LU approved service provider. This includes regular oil changes, lubrication, tire pressure, tire replacement, brake pad & rotor replacement, fluid checks, and any other maintenance recommended by the manufacturer. Failure to ensure that required maintenance is performed may result in the driver having to reimburse the LU for any additional charges incurred related to improper maintenance.

4. Drivers will be responsible for ensuring LU-owned/leased vehicles are kept clean and in good repair. Vehicles will be professionally cleaned by a local automated car-wash establishment that provides inside and outside vehicle cleaning service, at least once per month, or more often if local conditions require. Drivers will be responsible for reimbursing the LU for any charges incurred at the end of the lease term for damage caused by a failure to maintain the vehicle clean and in good repair.

5. In conjunction with preventative maintenance and upkeep of vehicles, tobacco (i.e., cigarettes, cigars, dip, chew, etc.) and tobacco replacement (i.e., vaporizers, etc.) products will not be permitted to be used or consumed inside LU-owned/leased vehicles. Drivers will be responsible for reimbursing the LU for any charges incurred at the end of the lease term for damage caused by tobacco products. Damage includes a slight or overwhelming smell of tobacco inside the car cabin.

#### **5-5. Traffic Violations**

1. Fines for parking or moving violations, towing, storage, or impoundment while operating LU-owned/leased vehicles are the personal responsibility of the vehicle operator.

2. Each driver is required to report all moving violations involving LU owned/leased vehicles to the LU Business Manager immediately regardless of whether the violation occurred during business or personal use. Failure to report violations may result in revocation of driver privileges and possible termination of employment.

#### **5-6. Accidents**

1. Any incident involving LU vehicles must be reported immediately to local law enforcement and then to the LU Business Manager.

2. In the event of an accident:

- a. Call 9-1-1 on **all** accidents – no exceptions;
- b. Remain in your vehicle or in a safe location until first responders arrive;
- c. Do not discuss the accident or engage in discussion with the other party/parties;
- d. Do not provide **any** information to the other party/parties other than your name;
- e. Let the police process the scene and cooperate with authorities as needed;
- f. Do not attempt settlement, regardless of how minor;
- g. Get name, address and phone number of injured person and witnesses, if applicable;
- h. Exchange vehicle identification, insurance company name and policy numbers with the other party/parties once the police have completed their report;
- i. Secure information on how to obtain the accident report;
- i. Take photographs of the accident scene if possible; and,
- j. Submit an incident report to the LU Business Manager via email to include:
  - i. Who was involved;
  - ii. What happened;
  - iii. When did it happen;
  - iv. Where did it happen;
  - v. Why did it happen; and,
  - vi. How did it happen.

**5-7. Theft**

1. In the event of the theft of a company vehicle, notify local police and the LU Business Manager immediately.

## **Chapter 6**

### **Organization**

#### **6-1. Recognition, Charter, and Jurisdiction**

1. The LU was created in order to gather all National Guard technicians (as defined by 32 USC 709) that are represented by LIUNA in the following states under one banner:

- a. Arkansas;
- b. California;
- c. Illinois;
- d. Louisiana;
- e. Michigan;
- f. New Mexico;
- g. South Carolina;
- h. South Dakota;
- i. Utah; and,
- j. Any other state, territory, or entity subsequently affiliated with LIUNA Local 1776.

#### **6-2. Operation and Meeting Frequency**

1. The LU is chartered as a Local Union; as such it shall generally operate in accordance with the LIUNA Uniform Local Constitution (ULUC). However, the LU is a unique entity within LIUNA so adaptation of certain provisions of the LIUNA Uniform District Council Constitution (UDCC) is necessary in order for the LU to function effectively and efficiently.

2. Where it is determined by the LU Executive Board that the efficient and effective operation of the LU requires a modification to the provisions contained herein, or in the ULUC or UDCC, a variance and tolerance shall be requested from the International.

3. (3Q 2013) The LU shall meet quarterly at a reasonable time, date, and location. Budget permitting, two meetings shall be face-to-face and two meetings shall take place via teleconference.

4. (3Q 2015) Effective January 1, 2016, the third Tuesday of March and September are established as the days on which the regular 1st and 3rd Quarterly meetings take place. The meetings shall take place via teleconference, and the times of each meeting shall be set for 7pm Eastern Standard Time (EST).

### **6-3. Structure**

1. Local 1776 is a chartered as Local Union of LIUNA, and it along with all affiliated states/territories is aligned under the jurisdiction of the Pacific Southwest (PSW) Region.

2. While the PSW enjoys jurisdiction over the LU and its affiliated states/territories, LU employees and representatives shall recognize the authority and jurisdiction of the LIUNA Vice-President and Regional Managers within whose boundaries they operate, and to the largest extent possible shall keep said Regional Vice Presidents and Regional Managers, or their duly appointed representatives, informed as to the activities taking place within the states/territories which fall within their jurisdiction.

## **Chapter 7**

### **Delegates and Officers**

#### **7-1. Nomination, Election, Qualification, and Term of Office**

1. Notwithstanding the provisions of this chapter, the nomination, election, qualification, and term of office for officers and delegates shall be in accordance with the ULUC.
2. Pursuant to a variance approved by the General President, the LU shall conduct nominations and elections of delegates via mail and electronic balloting. Nominations and elections shall comply with the ULUC and the Labor-Management Reporting and Disclosure Act (LMRDA).
3. Members in each affiliated state shall nominate and elect Delegates and Officers in accordance with the provisions of the ULUC.
4. A person may hold elected office as either a delegate or officer, but not both, except that a delegate may also serve as Sergeant-at-Arms of the Executive Board.

#### **7-2. LU Officers and Executive Board**

1. The officers of the LU shall consist of President, Vice President, Business Manager/Secretary-Treasurer, Recording Secretary, and Sergeant-at-Arms.
2. At a minimum, the Executive Board shall consist of the President, Vice President, Business Manager/Secretary-Treasurer, Recording Secretary, and such additional number of elected officers so that the total number of Executive Board members is equal to the number of states and/or territories affiliated with the LU.
3. Officers shall fulfill all the requirements and duties outlined in the ULUC and UDCC, in this manual, and also the following:
  - a. President:
    - i. Shall preside over all meetings of the LU but shall delegate the duties of chairperson to the Business Manager/Secretary-Treasurer.
  - b. Business Manager/Secretary-Treasurer:
    - i. Shall be recognized as the official representative to all states/territories with which the LU is affiliated and may fulfill this requirement of office by delegating said duties to each State Representative (SR), as he/she sees fit, who will carry out all representational functions in accordance with Chapter 6.
    - ii. Shall serve as chairperson for all meetings of the LU.

### **7-3. Conduct of Business (4Q 2017)**

1. The order of business of all meetings shall be as follows:

a. Roll Call of Officers, Delegates, and/or State Representatives;

b. Presentation of New Credentials;

Note: This period will also be used to recognize any visitors, such as guest speakers, and/or Local Union representatives.

c. Reading of Previous Minutes & Presentation of Communications and Bills;

d. Business Manager Report;

i. Activity;

ii. Organizing; and,

iii. Political.

e. Report of Executive Board, Delegates, and/or State Representatives;

f. Financial Report;

g. New and Unfinished Business;

h. Good & Welfare; and,

i. Adjournment.

2. Any new business may only be considered after an Executive Board Member has put forth a motion, and said motion has been seconded for consideration, during a regular or special meeting. Motions may be approved, disapproved, or tabled for consideration at a subsequent meeting. Only motions that are approved may be presented to the Delegates for final action.

3. Once a motion has received due consideration, the Executive Board shall move to approve, disapprove, or table the matter. If approved by the Executive Board, the motion shall be put forth in front of the Delegates at the next regularly scheduled General Membership meeting, and either approved, disapproved, or tabled for consideration by a majority vote of those present.

4. In order to be considered by the Executive Board, motions shall be proposed verbally by an Executive Board Member and should provide sufficient detail so that meaningful discussion can ensue. Executive Board Members are also encouraged to submit a written version of their

proposed motion to promote understanding of the proposal, and to facilitate recording of the motion into the official record. It is recommended that the following format be observed:

Sample Proposed Motion: Allocation of Funds

A motion is made to request \$\_\_\_\_\_ in funding to \_\_\_\_\_.  
This request for expenditure of funds complies with our Organizational Priorities in accordance with Sub-paragraph 1-4 of the Operating Manual, which is to promote the function and purpose of the LU.

Sample Proposed Motion: Other Business

A motion is made to request the LU take the following action:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

This request for expenditure of funds complies with our Organizational Priorities in accordance with Sub-paragraph 1-4 of the Operating Manual, which is to promote the function and purpose of the LU.

## **Chapter 8**

### **State Representatives**

#### **8-1. Selection and Term of Office**

1. The Business Manager is charged with the day-to-day administration, oversight, and enforcement of collective bargaining agreements, and may appoint State Representatives in order to facilitate oversight of the LU's territory.
2. The Business Manager shall oversee the State Representative Program and make sure that any individual selected as State Representative is an active or retired member in good standing and qualified for the position. The Business Manager shall also ensure State Representatives observe and respect the Constitutions and comply with the policies and guidelines set forth in this manual. The State Representative may be a Delegate or Officer of the LU, but it is not a requirement.
3. The Business Manager may remove an individual appointed as State Representative at any time and without notice, for cause or for any other reason.

#### **8-2. Duties**

1. The State Representative shall be the recognized representative of their respective state/territory. It shall be the duty of the State Representative to ensure the affairs and business of the State are being properly conducted in accordance with LIUNA Constitutions and with all other applicable rules, manuals, policies, practices, and laws.
2. Specifically, but not limited to:
  - a. Unless otherwise provided, negotiations with employers shall be through a Negotiating Committee of the State selected by the State Representative, of which the State Representative shall be chairperson ex-officio;
  - b. It shall be the duty of the State Representative to ensure the provisions of all agreements are enforced and respected by all persons affected thereby. All instances of non-compliance which are not amicably adjusted by the State Representative shall be reported to the LU Executive Board.
3. The State Representative shall have the authority to appoint and supervise Stewards in accordance with Chapter 8.
4. The State Representative shall monitor all worksites within his/her jurisdiction in order to ascertain whether or not work is progressing in accordance with established conditions.



5. The State Representative shall be charged with the responsibility of protecting the craft jurisdiction within the territory entrusted to the state by the LU.
6. The State Representative shall use all proper and lawful means of organizing the work coming within the territorial and craft jurisdiction of the State.
7. At each meeting of the LU, and at such other times as the Executive Board shall require, the State Representative shall make an activity report which shall include the activities of any assistants and which shall include, but shall not be limited to, organizing, political action and, where applicable, training and apprenticeship.

### **8-3. Qualification**

1. (1Q 2017) State Representatives shall be members in good standing and shall be certified by the LU Business Manager as qualified to hold their position. Those not fully certified to act as State Representatives shall consult with either the LU Business Manager on all representational matters related to their jurisdiction.
2. Qualification requirements will be established by the LU Business Manager and certified by the LU Executive Board. Requirements will include certain required training and participation in events supported or sponsored by Local 1776 or other recognized entity. At a minimum, State Representatives shall demonstrate training and/or experience concerning the role of stewards, the collective bargaining process, arbitration, the Labor Statute (5 USC Chapter 71), and other subject areas as the LU Business Manager deems necessary.
3. Certification must be accomplished within a reasonable period of time after appointment. Failure to achieve certification may result in termination of appointment.

### **8-4. Dress and Appearance**

1. State Representatives shall adhere to the dress code standards contained in Subparagraph 9-2.
2. The LU shall provide State Representatives with certain apparel items that should be worn during the performance of their duties so as to promote a consistent and professional appearance when representing our organization. These items will include short and long sleeve t-shirts, polo shirts, and other items as they become available. Clothing items required to be worn during the course of business shall be replaced on a fair wear and tear basis.

### **8-5. Reporting Requirements**

1. Each State Representative shall provide a periodic update to the Business Manager, but no less than one report per month. The report should include updates on:
  - a. Representational activities involving employees;

- b. Meetings with management representatives;
- c. Administrative and logistical issues; and,
- d. Other topics.

2. State Representatives will also make a full report to the entire LU Executive Board during the regular quarterly meetings.

#### **8-6. Benefits**

1. (3Q 2015) The LU shall waive the payment of dues for those members who have retired from the National Guard and are now serving as State Representatives (IAW Chapter 8 of the LU Operating Manual) without compensation. Their portion of per capita tax (PCT) owed to LIUNA shall be paid out of the General Funds. This provision does not apply to full-time employees of the LU who may be serving as an SR in addition to their full-time duties.

2. (3Q 2015) Effective January 1, 2016, and in those areas where an LU union-sponsored dental plans are available, the LU shall cover the payment of dental insurance premiums for those retired members (and their eligible dependents) who are serving as State Representatives without compensation. Their portion of said premiums shall be paid out of the program management fee collected from current dental subscribers. This provision does not apply to full-time employees of the LU who may be serving as an SR in addition to their full-time duties.

AGREEMENT  
LU STATE REPRESENTATIVE PROGRAM

By signing below I certify that I have read and agree to abide by the requirements set forth in Chapter 8 of the LIUNA Local 1776 Local 1776 Operations Manual. I understand that LU State Representatives shall be the recognized representatives of the individual States. It shall be the duty of the State Representative to ensure the affairs and business of the State are being properly conducted in accordance with LIUNA Constitutions and with all other applicable rules, manuals, policies, practices and laws.

I understand that, among other things, I am specifically required to:

**Initials**

- \_\_\_\_\_ Serve as chairperson ex-officio to all collective bargaining sessions within my territory.
- \_\_\_\_\_ Ensure the provisions of all agreements are enforced and respected.
- \_\_\_\_\_ Appoint, train and supervise stewards.
- \_\_\_\_\_ Monitor all worksites within my jurisdiction.
- \_\_\_\_\_ Protect the craft jurisdiction within the territory entrusted to the state by the LU.
- \_\_\_\_\_ Use all proper and lawful means of organizing the work coming within my territory.
- \_\_\_\_\_ Meet with members on a regular basis.
- \_\_\_\_\_ Attend all required meetings of the LU.
- \_\_\_\_\_ Make an activity report to the LU Executive Board, as required by Chapter 8.

I understand that failure on my part to fulfill my duties as outlined in this manual may result in disciplinary action taken against me, to include removal of driving and travel card privileges and possible termination from my position as State Representative.

**State Representative**

**Business Manager**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Chapter 9**

### **General Conduct**

#### **9-1. Guidelines**

1. Personnel acting on behalf of the LU, in any capacity, are subject to the provisions of this manual at all times. LU representatives shall conduct themselves in a professional and courteous manner. Conduct that reflects negatively upon the LU, or which interferes with the LU's ability to fulfill its duties or carry out its business will be subject to administrative discipline in accordance with Chapter 10.

#### **9-2. Dress and Appearance**

1. Appropriate attire will be worn to correspond with the type of event in which a member is engaged in. Clothing and footwear should be clean, neat, functional, and free from offensive language/graphics. Members who fail to observe these dress standards may be prevented from participating in official activities. Representatives will observe the following dress guidelines:

a. Travel Status: There are no dress or appearance restrictions for individuals who are exclusively in a travel status. Meaning, their only activity that day is travelling from/to their home of record and the location of an approved event, function, or activity. Personnel in a travel status are considered to be off-duty.

b. LIUNA/LU Conferences, Training, Organizing and Representation: Members attending these functions are authorized casual wear. Individuals are authorized to wear a combination of jeans or khaki pants and polo or long-sleeve t-shirts with or without approved LIUNA Local 1776 logos. Shorts, flip-flops, and t-shirts are normally not allowed. Exceptions may be made on a case-by-case basis.

c. Agency Hearings, Lobbying and other formal events or forums: Members involved in these types of functions should wear business attire such as a suit, sports coat with tie, pants suit, etc.

2. Personal grooming is extremely important. While there are no restrictions on facial hair or individual hair styles, individuals representing the LU will make sure their facial and hair styling choices are compatible with their duties.

#### **9-3. Communications**

1. (1Q 2011) The official mode of communication for the LU shall be via electronic mail. All individuals authorized to act on behalf of the LU in an official capacity shall be issued an account within the local1776.org domain and shall use this account to communicate with other LU members as well as representatives of other organizations to include management representatives. The LU domain uses Google© email and calendar.

2. Dissemination of general information to all members shall be accomplished via the LU website. The LU shall also make full use of social media sites such as Facebook and Twitter.

## **Chapter 10**

### **Misconduct and Sub-Standard Performance**

#### **10-1. General**

1. This chapter applies to matters of personal misconduct and job performance, only. This chapter is not intended to address criminal behavior. Internal administrative action may be taken to address criminal behavior; however, when a person is accused or is suspected of violating the law the LU will reserve the right to notify the agency with appropriate jurisdiction over the matter.
2. The procedures outlined in Article XI of the ULC shall normally be used to address conduct which violates the LIUNA constitutions. Otherwise, the provisions of this chapter will apply.
3. The LU Executive Board shall promptly consider all conduct-related and job performance matters which are brought to their attention and determine whether disciplinary action is warranted. Such actions will be administered fairly and impartially. All timelines are provided in calendar days.
4. Persons affiliated with the LU shall have the right to pursue their private lives without interference so long as such activities do not conflict with their responsibilities as representatives of the LU or the law.

#### **10-2. Time Limitations on Initiating Administrative Action**

1. Misconduct and sub-standard performance should be reported to the Executive Board within thirty (30) days after the alleged matter becomes known.
2. Upon receipt of a timely notice the Executive Board shall have thirty (30) days to review the alleged offense(s) reported and decide whether or not to initiate action. Investigations must be accomplished within the review period. This review period may be extended in thirty (30) day increments by providing notice to all parties concerned, except that the total review period may not exceed one hundred and eighty (180) days. However, failure to initiate action or issue charges prior to the review period expiring, or failure to provide notice of a time-extension, shall render the matter closed.
3. Action is initiated when the accused, or their representative, is informed by the Executive Board, in writing, of the alleged offense charged and that an investigation is pending to determine whether action is needed.

#### **10-3. Like Penalties for Like Behavior**

1. In determining the appropriate remedy, penalty, or punishment, the Executive Board must observe the principle of “like penalties for like behavior in like circumstance.” This means

penalties will be applied as consistently as possible. The Executive Board must establish the penalty selected does not clearly exceed the limits of reasonableness.

#### **10-4. Investigations**

1. Prior to making a determination as to whether or not action is warranted the Executive Board shall appoint an independent investigator to secure evidence, testimony, and determine the facts of the case.
2. The investigation shall, at a minimum, include an interview with both the accuser(s) and the accused. Upon completion, the investigator shall provide the Executive Board with a report of factual findings.
3. The investigator's report shall include all evidence and testimony gathered but shall be void of any hearsay testimony or other evidence which cannot be validated or corroborated as fact. The investigator will also refrain from providing their opinion or recommendation to the Executive Board. Rather, the investigation needs to stand on its own. It shall be the Executive Board's decision, based on the investigator's factual findings, as to whether further investigation is needed, or whether there is sufficient evidence to render a decision.
4. If the Executive Board determines that further investigation is necessary, the board may conduct their own fact finding and interviews, or they may appoint a new investigator, bearing in mind that the time limitations in 10-2(2) still apply.

#### **10-5. Representation**

1. A respondent shall be notified of their right to be represented by a person of their choosing when being questioned in regard to an administrative proceeding. When an interviewee makes a reasonable request for representation, questioning cannot take place until their representative is present either in person or via telephone.
2. When an individual waives their right to representation the investigator shall secure that waiver in writing prior to conducting an interview.

#### **10-6. Executive Board Decision**

1. Once an investigation is completed the Executive Board will have fifteen (15) days to review the report and render a decision. The Executive Board will notify the respondent(s), or their representative(s), whether administrative action will be taken or whether charges are being dismissed.
2. If action is being proposed then the notice will include the decision reached, the reasons for the decision, and (if necessary) instructions on how to appeal the decision. The notice will also include a copy of the investigator's report along with instructions on how to request copies or access to any evidence that was submitted by the investigator in support of their findings.

**10-7. Appeal of Executive Board Decision**

1. Upon receiving notice of an appeal the Executive Board shall convene a five-member panel from amongst the LU state delegates. The Appeals Panel shall have thirty (30) days to review the case file and issue a decision. This review period may be extended in thirty (30) day increments by providing notice to both the appellant and the Executive Board, except that the total review period may not exceed one hundred and eighty (180) days. The review period may not be used to initiate a new investigation, nor should it be used to introduce new evidence or testimony. The Appeals Panel's sole charge will be to determine whether the Executive Board's decision was appropriate based on the record.

2. Once complete, the Appeals Panel shall report on the following:

- a. Whether sufficient evidence exists to support the Executive Board's decision;
- b. Whether the Executive Board's penalty is reasonable; and,
- c. Whether to affirm or adjust the penalty or dismiss the charges.

3. The Appeal's Panel decision is final.



## **Chapter 11**

### **Staffing and Employment**

#### **11-1. General**

1. This chapter establishes procedures to ensure:
  - a. The LU is adequately staffed in order to fulfill all administrative and representational functions.
  - b. That applicants for employment are given fair and impartial consideration.
2. All vacancies will be filled on the basis of merit and job-related factors only. Applicants shall not be disqualified or discriminated against for non-merit reasons such as race, color, political affiliation, religion, sexual orientation, gender, national origin, marital status, age, or non-disqualifying physical handicap.

#### **11-2. Responsibilities**

1. The Executive Board:
  - a. Approves/disapproves staffing requests from the Business Manager. The approval process should not exceed thirty (30) days. Approval to hire staff shall not be unreasonably delayed or withheld as it may hinder operations.
  - b. Approves/disapproves the appointment of individuals selected to fill vacancies.
  - c. Delegates responsibilities under this chapter as necessary.
2. The LU Business Manager:
  - a. Determines staffing needs and makes requests to the Executive Board in order to meet those requirements, to include salary and other compensation to be paid.
  - b. Upon approval from the Executive Board, determines the process used to select the best candidates from among qualified applicants and reports selection to the Executive Board for final approval.
  - c. Manages/Supervises all LU employees.
  - d. Delegates responsibilities under this chapter as necessary.

### **11-3. Filling a Vacancy**

1. When requesting that a position be advertised, the Business Manager will submit to the Executive Board the following information concerning the vacant position:

- a. Title and location
- b. Duties and responsibilities
- c. Salary/compensation and benefits

2. Vacancy announcements should contain a detailed explanation of characteristics essential for satisfactory job performance. These factors will be determined prior to advertising a position and will be clearly stated in the vacancy announcement.

3. Conditions of employment are those requirements which are necessary in order to perform the duties of the position. When either condition of employment or requirements for continued position retention have been established, they will be included in the vacancy announcement. In addition, positions may have established requirements which must be met for continued retention (e.g., developmental training or travel requirements).

### **11-4. Uniform Services Employment and Reemployment Rights Act (USERRA)**

1. An employee who performs duty with an active component (including active duty, active duty for training, or inactive duty for training), whether voluntary or involuntary, is entitled to be restored to the position he or she left, or would have attained had the employee not entered the uniformed service, provided the employee:

- a. Gave the LU advance notice of departure except where prevented by military; circumstances.
- b. Was released from uniformed service under honorable conditions;
- c. Served no more than a cumulative total of five (5) years; and,
- d. Applies for restoration within the appropriate time limits.

2. While on active duty, the LU will place the employee on a non-paid leave status unless the employee requests separation. Separation under these circumstances does not affect restoration rights. Uniformed service as defined in 38 USC § 4303(16) defines Armed Forces as the Army and Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty and any other category of persons designated by the President in time of war or emergency.

3. Some types of military service do not count toward the five (5) year limit for reemployment. Please refer to federal statutes regarding these types of activations.
4. Employees who serve in the uniformed services will be reemployed according to law.
5. Employees eligible for reemployment must be restored to a position with comparable pay and benefits to that which the employee would have reasonably attained had they not been absent due to military service.
6. Employees are not subject to a reduction in force while they are serving in the uniformed services.
7. Upon restoration, employees are generally treated as though they had never left. This means that time spent in the uniformed services counts for seniority, promotions, completion of probation, career tenure, retirement, and leave rate accrual.
8. Employees whose continuous active duty tour extends beyond five (5) years, and whose USERRA entitlements are not extended by Presidential directive, will lose any rights to restoration under this Chapter, and will be terminated from employment.

#### **11-5. Hours of Work**

1. The basic workweek is scheduled in consecutive five (5) day increments, normally Monday through Friday, followed by two (2) non-workdays outside of the basic workweek, normally Saturday and Sunday. LU employees are salaried so there shall be no restrictions on employees working in excess of forty (40) hours during any five (5) day period, nor will employees be eligible for overtime compensation.
2. The core working hours in each day of the basic workweek should normally be the same; however, employees are allowed sufficient latitude to determine their work schedule based on individual work-load, so long as they fulfill all their work requirements. Employees will coordinate their work schedule with the LU Business Manager.
3. The occurrence of holidays will not affect the designation of the basic workweek.

#### **11-6. Annual (Personal) Leave**

1. LU employees shall earn annual (personal) leave at a rate of twenty-one (21) days per calendar year. Leave is immediately available on January 1<sup>st</sup> of each year and may be taken in part or in full as the employee sees fit. Employees hired after January 1<sup>st</sup> shall have their leave prorated using the following formula:

- a.  $0.06 \times \text{no. of days left in the calendar year} = \text{rounded down to nearest whole day}$

2. Annual leave does not accrue and may not be carried forward from one year to another. Any portion not used by December 31<sup>st</sup> of each year shall be forfeited.
3. Annual leave may be used to cover employee periods of absence for any reason.
4. Leave may only be charged to cover absences which take place during scheduled workdays (Monday through Friday). No leave may be charged to cover absences occurring during non-workdays (Saturday and Sunday) or holidays.
5. Employees will coordinate annual leave requests with the LU Business Manager.

#### **11-7. Sick (Medical) Leave**

1. LU employees shall earn sick (medical) leave at a rate of fourteen (14) days per calendar year. Leave is immediately available on January 1<sup>st</sup> of each year and may be taken in part or in full as needed. Employees hired after January 1<sup>st</sup> shall have their leave prorated using the following formula:

a.  $0.04 \times \text{no. of days left in the calendar year} = \text{rounded down to nearest whole day}$

2. Sick leave does not accrue and may not be carried forward from one year to another. Any portion not used by December 31<sup>st</sup> of each year shall be forfeited.
3. Sick leave is intended to insure against a loss of income when employees or members of their family are incapacitated by illness or injury. Family is defined as an employee's:
  - a. Spouses and parents thereof;
  - b. Children, including adopted children and spouses thereof;
  - c. Parents;
  - d. Brothers and sisters, and spouses thereof; or,
  - e. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

4. Employees will coordinate sick leave requests with the LU Business Manager.

#### **11-8. Military Leave**

1. LU employees shall earn military leave at a rate of fourteen (14) days per calendar year. Leave is immediately available on January 1<sup>st</sup> of each year and may be taken in part or in full as needed. Employees hired after January 1<sup>st</sup> shall have their leave prorated using the following formula:

- a.  $0.04 \times \text{no. of days left in the calendar year} = \text{rounded down to nearest whole day}$
- 2. Military leave does not accrue and may not be carried forward from one year to another. Any portion not used by December 31<sup>st</sup> of each year shall be forfeited.
- 3. Employees may use accrued military leave for the performance of active duty, inactive-duty training, funeral honors duty, or state active duty in support of emergencies.
- 4. Employees may use accrued annual leave or leave without pay prior to using accrued military leave.

## **11-9. Holidays**

1. LU Employees will adhere to the Office of Personnel Management (OPM) holiday observance schedule, as follows:

- a. New Year's Day
- b. Martin Luther King, Jr.'s Birthday
- c. George Washington's Birthday (President's Day)
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Columbus Day
- h. Veterans Day
- i. Thanksgiving Day
- k. Christmas Day

2. In addition to the ten (10) days observed by the OPM holiday schedule, LU employees may be entitled to additional holidays in observance of their religious faith or in observance of holidays specific to their local community. However, no LU employee shall be entitled to more than twelve (12) total days off per year in observance of holidays. Employees will coordinate non-Federal holiday observance with the LU Business Manager.

3. When a holiday falls on a non-workday (Saturday or Sunday) the holiday is usually observed on Monday (if the holiday falls on Sunday) or Friday (if the holiday falls on Saturday).

## **11-10. Compensation**

1. In general, compensation for officers, employees, and other individuals hired or contracted by Local 1776 shall be set by the Executive Board IAW applicable law, rule, regulation, LIUNA constitutions, and this manual.
2. Compensation should be adequate and competitive in order to attract and retain qualified and competent individuals who will excel in the administration and representation of Local 1776 and its members.
3. Each officer and/or employee shall be offered a compensation package that, at a minimum, includes:
  - a. Base annual salary;
  - b. Benefits package to include:
    - i. Health and life insurance;
    - ii. Participation in the LIUNA Staff and Affiliates Pension; and,
    - ii. 401k (no matching provided).
  - c. Eligibility for incentive bonus awards to recognize and reward performance, longevity, or to incentivize the recruitment or retention of highly-qualified individuals for specific periods of time.

## Chapter 12

### Good & Welfare Program (1Q 2017)

#### 12-1. General

1. A Good & Welfare Program is established which automatically allows the Business Manager the discretion to take action as follows:

- a. Make a donation of \$250.00 to alleviate the costs associated with death, a serious medical condition, or financial loss due to a natural disaster of any one of the following individuals or organizations:
  - i. A member in good standing when a spouse, child, or next of kin dies.
  - ii. The spouse or next of kin of a member in good standing who has died.
  - iii. The spouse or next of kin of a non-member who has died, and whose contribution to Local 1776 or to the United States of America merits recognition.
  - iv. A *bona fide* charitable organization designated by anyone of the recipients identified in i – iii.
- b. In the case of death, purchase a flower arrangement for display at the deceased's viewing and funeral ceremony. The arrangement should not exceed \$200.00 in total cost to include tax, delivery, and other customary fees associated with such purchases.
- c. Direct monetary donations authorized by Sub-Paragraph (a) may not exceed \$250.00. Recipients cannot opt to forgo the purchase of flowers in exchange for a higher monetary donation, but can choose one versus the other, or may opt to decline the entire benefit.

#### 12-2. Promotional Items and Awards Fund (1Q 2017)

- 1. A promotional item and awards fund is established which allows the LU Business Manager to submit specific requests for the purchase of promotional items (i.e., shirts, pens, etc.) and awards for members to the NGB Executive Board.
- 2. The amount of funds expended in any single calendar year may not exceed \$13 multiplied by the average number of dues-paying members in the previous calendar year.

## **Chapter 13 (1Q 2017)**

### **Organizers**

#### **13-1. Appointment**

1. The Business Manager shall oversee the Organizer Program and make sure all individuals selected for the position are active or retired members in good standing and qualified for the position. The Business Manager shall also ensure Organizers observe and respect the Constitutions and comply with the policies and guidelines set forth in this manual. An Organizer may be a Delegate or Officer of the LU, but it is not a requirement.
2. The Business Manager, at the advice or request of a State Representative, and with concurrence from the LU Executive Board, may appoint Organizers as the need arises in order to assist with the maintenance and expansion of the general membership base in each affiliated state and territory.
3. Organizers serve under the supervision of the Business Manager and may be reprimanded and/or terminated for cause prior in accordance with the procedures outlined in Chapter 10.

#### **13-2. Duties**

1. The Business Manager shall oversee Organizers appointed within their state or territory.
2. Organizers shall monitor all worksites within their jurisdiction in order to maintain a robust membership.
3. At each meeting of the LU, and at such other times as the Executive Board shall require, Organizers shall make a report, to include a summary of their organizing activities over a specified period, but at a minimum not less than one (1) full quarter.

#### **13-3. Qualification**

1. Qualification requirements will be established by the Business Manager and certified by the Executive Board. Requirements will include certain required training and participation in events supported or sponsored by the LU, LIUNA, or other recognized entity. At a minimum, Organizers shall demonstrate training and/or experience concerning the role of stewards, the collective bargaining process, arbitration, the Labor Statute (5 USC Chapter 71), Local 1776 benefits, and other subject areas as the LU Business Manager deems necessary.
2. Certification must be accomplished within a reasonable period of time after election or appointment. Failure to achieve certification may result in termination of appointment.



### **13-4. Dress and Appearance**

1. Organizers shall adhere to the dress code standards contained in Subparagraph 9-2.
2. The LU shall provide Organizers with certain apparel items that should be worn during the performance of their duties so as to promote a consistent and professional appearance when representing our organization. These items will include short and long sleeve t-shirts, polo shirts, and other items as they become available. Clothing items required to be worn during the course of business shall be replaced on a fair wear and tear basis.

### **13-5. Benefits**

1. The LU shall waive the payment of dues for those members who have retired from the National Guard and are now serving as Organizers (IAW Chapter 13 of the LU Operating Manual) without compensation. Their portion of per capita tax (PCT) owed to LIUNA shall be paid out of the General Funds. This provision does not apply to full-time employees of the LU who may be serving as Organizers in addition to their full-time duties.
2. Effective January 1, 2016, and in those areas where an LU union-sponsored dental plans are available, the LU shall cover the payment of dental insurance premiums for those retired members (and their eligible dependents) who are serving as Organizers without compensation. Their portion of said premiums shall be paid out of the program management fee collected from current dental subscribers. This provision does not apply to full-time employees of the LU who may be serving as an Organizer in addition to their full-time duties.

## **Appendix A References**

### **Section 1 Required Publications**

LIUNA Uniform International, District Council, and Local Constitutions

Applicable Department of Labor and Internal Revenue Service Publications

### **Section 2 Prescribed Forms**

LU Travel Voucher for Actual Expenses

LU Travel Voucher for Per Diem Expenses

LU Per Diem ME&I Calculator

LIUNA Local 1776 Standards of Conduct Certification Statement of Understanding

### **Section IV Referenced Forms**

No entry for this section.

**Appendix B**  
**LIUNA Local 1776 Standards of Conduct Certification Statement of Understanding**

**LIUNA Local 1776 Standards of Conduct Certification  
Statement of Understanding**

I, \_\_\_\_\_, understand:

1. That each member of the LIUNA Local 1776 has a duty to acquaint himself with each statute that relates to his ethical and other conduct as a representative of this Council and LIUNA.
2. The requirements set forth in LIUNA Uniform Constitutions as well as all other relevant laws, rules, and manuals that govern the Standards of Conduct of LU personnel.

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Date

Refresher Briefing		
Date	Representative Signature	Witness Signature

**Glossary**

**Section I**  
**Abbreviations**

**ATM**  
Automated Teller Machine

**CA**  
California or Commercial Air

**DFAS**  
Defense Finance and Accounting Service

**DOL**  
Department of Labor

**FDIC**  
Federal Deposit Insurance Corporation

**GSA**  
Government Services Administration

**IAW**  
In Accordance With

**IRS**  
Internal Revenue Service

**IUC**  
International Union Constitution

**LIUNA**  
Laborers International Union of North America

**LMRDA**  
Labor-Management Reporting and Disclosure Act

**LU**  
National Guard Council Local 1776

**NLT**  
No Later Than

**POV**  
Privately Owned Vehicle

**SR**  
State Representative

**TCP**  
Travel Card Program

**UDCC**  
Uniform District Council Constitution

**ULUC**  
Uniform Local Union Constitution

**USC**  
United States Code

## **Section II**

### **Terms**

#### **Commuting Area**

The geographical area within a predetermined radial distance from the Activity in which a person can reasonably be expected to travel to and from work on a daily basis. The area is usually within one (1) to two (2) hours of the Employee's worksite.

#### **Work Site**

The work site of an LU officer, delegate, representative, member, or employee is the location where a person's primary duties are based out of.

#### **LU Personnel**

Any officer, delegate, employee, and Local members acting on behalf of the LU whose duty assignment is in some way authorized, funded, or controlled by the LU or LIUNA. This includes any officer, employee (hired or contracted), or general member, retired or otherwise under the control or jurisdiction of the LU.