

NATIONAL STAFF ORGANIZATION

Policy Manual



Effective September 2022

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SECTION 100

ORGANIZATIONAL

100.01 INCORPORATION

To incorporate the National Staff Organization in the state of Ohio.

(EC 9/22-24/2022)

100.02 CHARLIE LOVE CRISIS FUND, INCORPORATION

To incorporate the Charlie Love Crisis Fund, Inc. in the state of Ohio.

(EC 9/22-24/2022)

100.03 DUAL AFFILIATION—NSO AND AFL-CIO

To approve dual affiliation with NSO and AFL-CIO for NSO affiliates.

(EC 6/12-13/98, #6)

100.04 MAILING LISTS

The mailing lists of the NSO are proprietary and can only be released pursuant to the NSO Elections Policy or by approval of the NSO Executive Committee.

(EC 9-96, Revised 9/22-24/2022)

100.05 NSO PROMOTIONAL ITEMS

The National Staff Organization (NSO) shall not purchase for sale nor give away any item not union made.

(RA 1993 NBI#8)

100.06 NSO AFFILIATION WITH INTERNATIONAL FOUNDATION OF EMPLOYEE BENEFIT PLANS (IFEBP)

NSO shall purchase an annual corporate membership to IFEBP.

(EC 10/18-20/01, Revised 9/22-24/2022)

100.07 NSO-SPONSORED EVENTS HELD AT HOTELS WITH UNIONIZED STAFF

The NSO shall do its due diligence to hold all NSO meetings, trainings, conferences, assemblies, and/or other gatherings at hotels and other facilities with unionized workers who are not in an active labor dispute.

NSO shall not hold meetings, trainings, conferences, assemblies, and/or other gatherings at a location where a labor union is actively on strike, unless they have express permission of the striking labor union to do so.

(RA 2021, NBI #14)

100.08 BUY U.S. AND UNION MADE PRODUCTS AND SERVICES

NSO will work with its affiliates to strongly encourage NSO affiliate employers to buy U.S., and union-made products and services whenever possible.

(RA 2009, NBI #11)

100.09 AFFILIATE DUES POLICY

All Dues and Charlie Love Crisis Fund assessments are annual and are payable to NSO based upon the membership numbers provided to NSO on the first billing statement. NSO Dues and Crisis Fund assessments are the obligation of the affiliate.

NSO has two categories for affiliate dues:

- 1) Full time; or ,
- 2) Half time for either Professional or Associate Staff membership.

Affiliates must provide information to NSO on the first billing (due October 1) of the fiscal year (Sept 1-Aug 31) the number of members in each category. Such numbers will be reflected in subsequent billing statements. Members employed half time or less shall be counted as half time for membership purposes. All other members shall be counted as full time.

Changes to the membership numbers may be made on subsequent billing statements in the event of the following:

- If a member terminates employment before March 1 of the NSO fiscal year, the member may be recorded for dues purposes as half time. Affiliates must collect dues and crisis fund payments for those members terminating employment at the time of separation if dues are owed by the member. If terminating on or after March 1, the member must be recorded as full time. Again, the affiliates must collect dues and crisis fund payments at the time of termination.
- If a member is hired March 1 or after, the member will be recorded as half time.

Dues will be remitted to NSO by the affiliate according to the following schedule:

- First dues payment due to NSO by October 1.
- Second dues payment due to NSO by January 1.
- Third dues payment due to NSO by April 1.
- Final dues payment due to NSO by June 1.

Charlie Love Crisis Fund dues are payable no later than June 1 each fiscal year at the rate of \$25 per member regardless of full time or part time status.

Affiliates may pay dues and crisis fund assessments earlier than the due dates.

Questions regarding this policy should be directed to the NSO treasurer and interpretations of this policy are subject to NSO Executive Committee review.

(RA 2016, NB #1)

NSO shall have only one retired dues category. The category will be NSO-Retired Lifetime and the dues shall be \$100.

(RA 2014, NBI #02)

100.10 NSO DAY

NSO designates March 19 as "NSO Day". Annually, the Executive Committee and all members of NSO shall take action, on this day, to promote the work of all NSO members across the country.

(RA 2020, NBI #1)

100.11 NSO NEWSLETTER

NSO will send an electronic newsletter to the home email addresses of all state affiliate presidents and secretaries at least four times each year for distribution to all members. The content of this newsletter will include information on challenges facing NSO affiliates and members, and the action being taken through organizing, bargaining, contract enforcement, and other means to address these situations, including how individuals and units can provide support for our union sisters and brothers.

(RA 2014 NBI #14)

The NSO CONTACT shall include a "Did You Know" section highlighting the types of training NSO can supply and that all Presidents be reminded that training sessions available through NSO are listed in the President's Handbook.

(RA 1991, NBI #10)

100.12 HARRASSMENT POLICY FOR UNION EVENTS

Adopt the "NSO Harassment Policy for Union Events" and publish said policy in the official agenda of all NSO events. ([APPENDIX A](#))

(EC 6/7 -9/2021)

100.13 UNION PRINTING

NSO and NSO candidates use union-made, made-in-the-US materials, and that all printed materials be printed by union printers and include the union bug, whenever possible.

(RA 2001, NBI #4)

SECTION 200

AFFILIATION STANDARDS

200.01 STANDARDS FOR AFFILIATION WITH THE NATIONAL STAFF ORGANIZATION

The Executive Committee shall authorize affiliations with NSO in accordance with the following requirements:

- I. The staff association shall forward to NSO a copy of its Constitution and Bylaws and complete a copy of the "Application for Affiliation" ([APPENDIX B](#))
- II. The staff association shall guarantee to its membership the following:
 - a. At least four (4) meetings per year of the total membership and/or of a representative council made up of representatives selected on a basis of fair representation.
 - b. Procedures to conduct all elections of officers and representatives or governing bodies with open nominations and secret ballot.*
 - c. Application of the one-person, one-vote principle for representation on its governing bodies including guaranteed ethnic-minority representation at least proportionate to its ethnic-minority membership.*
 - d. Every member to have equal rights and privileges within the organization*:
 - i. to nominate candidates;
 - ii. to vote in elections or on referenda of the organization;
 - iii. to attend membership meetings;
 - iv. to participate in the deliberation and voting upon the business of such meetings except that in voting on contract ratification only members in the unit shall have the right to vote.
 - e. Every member to have the right*:
 - i. to meet and assemble fully with other members;
 - ii. to express any views, arguments or opinions;
 - iii. to express their views at meetings upon candidates in an election of the organization or upon any business properly brought before the meeting.
 - f. No increase in the rate of dues and no levy of general or special assessment except by a majority vote of members in good standing voting by secret mail ballot after reasonable notice of intention to vote upon such question or voting in a membership referendum conducted by secret ballot.*

- g. No limitation on a member's right to institute an action against the association in any court or proceeding before any administrative agency.*
 - h. No member to be fined, suspended, expelled or otherwise disciplined except for non-payment of dues without being served with specific written charges and given a reasonable time in which to prepare a defense which may be asserted at a full and fair hearing.*
 - i. Any member whose rights as an employee are affected by a collective bargaining agreement the right to inspect at any reasonable time and duplicate copies of such collective bargaining agreements during any reasonable time. Copies of each collective bargaining agreement shall be maintained and be available for inspection by any member or by any employee whose rights are affected by such agreements.*
 - j. Officers of the association to serve their terms so long as they ethically perform the duties of their office. Where an officer is guilty of misconduct, such an officer may be removed for cause (shown after notice and a hearing) and by a majority vote of the members of the association.*
- III. Any staff organization affiliate shall have a majority of all potential members in that unit as NSO members.
 - IV. The staff association shall submit reports on request to NSO.
 - V. Notification of the name of the bank in which dues are deposited shall be sent to NSO. Any change in the bank in which dues are deposited shall be sent to NSO within thirty (30) days of the change.
 - VI. The staff association shall transmit the appropriate NSO dues money to NSO no later than thirty (30) days after its receipt by the staff association from the employer unless extended by the President of NSO.
 - VII. The staff association shall be incorporated and provide NSO with a copy of its official certificate of incorporation.
 - VIII. The staff association shall apply for tax-exempt status under Internal Revenue Code 501(c) (5) and govern itself in a manner that will not jeopardize its tax-exempt status. Associations may apply to NSO to be included in a group exemption letter.
 - IX. The treasurer and president of the staff association shall be bonded under a policy provided by and paid for by NSO. The staff association shall adhere to the following accounting procedures in compliance with the bonding policy.
 - a. The bank accounts in which all deposits are made shall be in the name of the association.

- b. Endorsement of checks shall be limited to endorsements for deposit to the credit of the association only.
 - c. The books and accounts of the treasurer shall be examined at least once a year and a statement by the auditor(s) made part of the association's permanent records. A copy of audit statement shall be forwarded to NSO upon completion. Said audit may be done by a staff association auditing committee.
 - d. Association bank accounts shall be reconciled by someone other than the treasurer.
 - e. No payments in cash (including checks made out to "cash") shall be made from funds of the association.
 - f. A voucher system for payment of bills shall be instituted in each staff association.
- X. The staff association's fiscal year shall be September 1, to August 31.
 - XI. The staff association shall represent all members to the full extent of the provisions of the law.
 - XII. The staff association shall adhere to those NSO policies wherein non-compliance would constitute a liability to the welfare of the members of the staff association or to NSO.
 - XIII. Affiliation shall not legally carry any liability for damages against the staff association or NSO due to actions taken independently by either.
 - XIV. Every local staff association shall elect its officers not less often than once every three years by secret ballot among members in good standing.*
 - XV. Every local staff association shall file appropriate reports and annual financial records with the Secretary of Labor and forward a copy of said reports and records to NSO.*
 - XVI. NSO may, at the request of the NSO Executive Committee or 10% of the members of a staff association, conduct an investigation of compliance with the above Standards by that staff association under guidelines established by the NSO Representative Assembly.*

*A requirement of the Labor Management Reporting and Disclosure Act of 1959 (Landrum-Griffin Act)

(EC 9/22-24/2022)

200.02 DEFINING COMMUNITY OF INTEREST FOR ORGANIZING

That the criteria for determining community of interest for affiliations will be:

- I. organization should be union employees,
- II. should not be elected officials, and
- III. not be in conflict with NEA affiliates.

(EC 3/20-21/02, #7)

200.04 MODEL AFFILIATE CONSTITUTION

See [\(APPENDIX C\)](#)

(EC 9/22-24/2022)

200.05 AFFILIATE STANDING ORGANIZING COMMITTEES

The NSO Organizing Committee and Coordinated Bargaining Councils are charged with the establishment and support of Affiliate Standing Organizing Committees.

(RA 2011, NBI# 02)

200.06 RECOGNITION OF NON-EDUCATION ASSOCIATION AFFILIATES

In recognition of the fact that the NSO membership includes union employees from non-education associations as affiliate organizations; and in consideration of the community of interest shared by all NSO affiliate; we recommend NSO general business and publications reflect that diversity by using inclusive language that is representative of all affiliates. Therefore, as a first step, NSO brochures and materials published in the future should contain information that speaks to the inclusion of other union members.

(RA 2002, NBI #8)

SECTION 300

OFFICERS AND EXECUTIVE COMMITTEE

300.01 OFFICER AND DIRECTOR LIABILITY INSURANCE

NSO shall annually purchase appropriate liability and director's insurance policy for all members of the NSO Executive Committee.

(EC 9/22-24/2022)

300.02 NSO CREDIT CARDS

That NSO credit cards be issued to current Executive Committee members and committee chairs as approved by the Executive Committee.

(EC 1/13/99, #11; Revised 3/15/01, Revised 9/22-24/2022)

300.03 EXECUTIVE COMMITTEE MEMBER REPORTS

Written Director and Officer Reports (except President's Report) shall be sent to the Executive Committee, electronically, prior to the meeting. The President's Report will continue to be presented verbally at Executive Committee meetings.

(EC 3/14-15/96, Revised 9/22-24/2022)

300.04 CONFLICT OF INTEREST POLICY FOR NSO OFFICERS, EXECUTIVE COMMITTEE AND CONSULTANTS

The NSO is a volunteer organization with no paid employees. Nonetheless, NSO officers, Executive Committee and consultants are obligated to carry out responsibilities in a manner that advances the interests of NSO. They may take no action detrimental to those interests. Further, said individuals/bodies must not incur any obligation that is in conflict or has the appearance of conflict with the proper and faithful performance of NSO responsibilities and interests. This policy shall be implemented by the NSO President, and any activity thought to be prohibited shall be presented to them. If a person perceiving a conflict of interest is unsatisfied with the NSO President's response, they may take it to any Executive Committee individual or to the Representative Assembly by invoking procedures established under the NSO Constitution. If the alleged conflict is with the NSO President, it shall be brought to any other member of the Executive Committee who shall be responsible for assessing the claim and responding by utilizing the Vice Presidents and other Executive Committee members. In all events, a reply shall be forthcoming.

This policy shall be effective upon adoption by the Executive Committee. It shall supersede any prior NSO policy on this subject and may be amended from time to time by the Executive Committee with at least thirty (30) days' advance notice before action on an amendment by the Executive Committee.

This policy only applies to the NSO as a parent organization and is not binding or applicable on any affiliate member. Any affiliate member shall be free to promulgate and maintain its own conflict of interest policy. This NSO Conflict of Interest Policy shall be disclosed to the Representative assembly for publication or action with a clear explanation for its existence and inapplicability to any NSO affiliate.

(EC 10/21-22/2010, #7)

300.05 WHISTLEBLOWER POLICY (WB)

Each NSO officer, Executive Committee member and consultant is obligated to comply with legal requirements in carrying out their responsibilities. The purpose of this policy is to reaffirm those methods for addressing conduct which may be perceived as misconduct. In that regard this policy must be considered in conjunction with the NSO Conflict of Interest Policy.

The NSO has no paid employees or officers. Its operations and conduct are subject to review by the Department of Labor and procedures under its Constitution and Bylaws. In furtherance hereof, it files reports with the U.S. Department of Labor and through IRS-Form 990 it is subject to audits from both and agencies.

Any whistleblower (WB) concern should be put in writing and brought to the NSO President, or either of the Vice Presidents. If requested the concern will be kept anonymous. If the NSO officer has reasonable cause to believe there is misconduct, the NSO President or alternative officer will take appropriate action.

Any WB investigation shall be handled as the WB officer sees fit. A complainant shall not be subject to any form of retaliation because of a complaint, participation in any investigation or good-faith implementation of this policy.

Nothing in this WB policy deprives any complainant, NSO officer, Executive Committee or consultant of any rights under NSO governing documents or statutes. Information and documents in implementing this policy shall be treated as confidential as possible.

This WB policy shall be effective on the date of adoption by the NSO Executive Committee and may be amended as appropriate. This policy only applies to the NSO as a parent organization and is not binding or applicable on any affiliate member. Any affiliate member shall be free to promulgate and maintain its own WB policy. This WB policy shall be disclosed to the Representative Assembly with a clear explanation for its existence and it applicability to any NSO affiliate.

(EC 10/21-22/2010, #8)

300.05 NSO DOCUMENT RETENTION POLICY

The NSO, as a parent organization at the time of this policy and its adoption, has no employees or an office. Its elected leaders and officers are dispersed throughout the United States employed by NEA affiliates.

Accordingly, with due regard to the above, the NSO Executive Committee has developed this Document Retention Policy (“DRP”). The DRP encourages each officer to prudently maintain NSO records. Specifically financial records, treasurer’s reports, and corporate records shall be retained seven (7) years, seven (7) years and three (3) years respectfully. Documents of incorporation, tax-exempt records, Board minutes and agenda items shall be retained indefinitely in the NSO record books. Executive Committee documents re: quarterly meetings shall be kept according to the attached chart. These records listed shall be kept by the officers or individuals designated by the NSO Executive Committee.

DOCUMENT PROTECTION

Documents (hard copy, online or other media) will be stored in a protected environment for the duration of the Document Retention Schedule.

DOCUMENT DESTRUCTION

Hard copies of documents will be destroyed by shredding after they have been retained until the end of the Document Retention Schedule. Online copies will be destroyed by proven means to destroy such media after they have been retained until the end of the Document Retention Schedule.

PROVISION OF DOCUMENTATION FOR INVESTIGATIONS OR LITIGATION

Documents requested and subpoenaed by legally authorized personnel will be provided within legal guidelines. The NSO President will authorize document production with due regard to the numerous locations and persons who may be custodians.

NSO DOCUMENT RETENTION SCHEDULE

Articles of Incorporation to apply for corporate status	Permanent	Secretary
IRS Form 1023 (in the USA) to file for tax-exempt and/or charitable status.	Permanent	Treasurer
Letter of Determination (for example, from the IRS in the USA) granting tax exempt and/or charitable status.	Permanent	Treasurer
Bylaws	Permanent	Secretary
Board policies	Permanent	Secretary
Resolutions	Permanent	Secretary
Board meeting minutes	Permanent	Secretary
Tax or employee identification number designation	Permanent	Treasurer
Annual corporate filings	Permanent	Treasurer
Chart of accounts	Permanent	Treasurer
Fiscal Policies and Procedures	Permanent	Treasurer
Audits	Permanent	Treasurer
Financial Statements	Permanent	Treasurer
General Ledger	Permanent	Treasurer
Check registers/books	7 years	Treasurer
Business expenses documents	7 years	Treasurer
Bank deposit slips	7 years	Treasurer
Cancelled checks	7 years	Treasurer
Invoices	7 years	Treasurer
Investment records (deposits/earnings, withdrawals)	7 years	Treasurer
Property asset inventories	7 years	Treasurer
Petty cash receipts/documents	7years	Treasurer
Credit card receipts/travel vouchers	7years	Treasurer
Annual tax filing for the organization (IRS Form 990, 990EZ or 990N)	Permanent	Treasurer
Filings of fees paid to professionals (IRS Form 1099 in the USA)	7 years	Treasurer
Directors and Officers Insurance Policy	Permanent	Treasurer
Insurance Policy	Permanent	Treasurer
General Liability Insurance Policy	Permanent	Treasurer
Insurance claims applications	Permanent	Treasurer
Insurance disbursements/denials	Permanent	Treasurer

(EC 10/21-22/2010, #9)

300.06 NSO OFFICER/COMMITTEE RESPONSIBILITIES DESCRIPTION

That NSO should set forth the nature of the responsibilities and the amount of time it will take for committee work, offices, and training. [\(APPENDIX D\)](#)

(RA 1991, NBI #8)

300.07 STIPENDS TO OFFICERS/EXECUTIVE COMMITTEE MEMBERS/OTHERS

Stipends for Executive Committee shall be as follows:

- President \$6,000
- VP Program \$4,000
- VP Defense \$4,000
- Secretary \$4,000
- Treasurer \$4,000
- All Directors \$2,000
- NSO Webmaster \$1,500
- NSO Bookkeeper \$3,000

(EC 9/22-24/2022)

NSO stipends shall be paid twice a year, in ½ increments, in January and June.

(EC 9/29 – 10/1/2021, #9)

300.08 EXECUTIVE COMMITTEE VACANCY

In the event of a vacancy, other than the President, the Executive Committee shall appoint a member to the position to serve until the next annual election.

(EC 9/22-24/2022)

300.09 NSO EXECUTIVE COMMITTEE EXPENSE REIMBURSEMENT POLICY

It is the policy of the National Staff Organization to reimburse its officers, committee members, members, and consultants for actual and reasonable expenses while engaged in authorized NSO business.

PROCEDURES

In order to receive reimbursement for expenses incurred on behalf of NSO, members and officers must complete an official NSO Expense Voucher and send same to the NSO Treasurer within thirty (30) calendar days of incurring the expenditure. Expenses incurred just prior to the end of the fiscal year (Aug. 31st) must be submitted no later than Sept. 15th. All vouchers should be submitted immediately upon the completion of travel to ensure timely accounting.

REIMBURSEMENTS

Reasonable expenses are defined as those that are necessary to conduct the business of NSO advocacy and are generally limited to transportation, meals, and lodging necessary for such business. Those expenses of a purely personal nature will not be reimbursed. Receipts should be secured for all expenses in case of questions regarding expenditures.

TRANSPORTATION

Reimbursement for transportation will be for the most economical method. Mileage will be permitted at the current IRS rate for the use of personal automobiles but will be limited to no more than the lowest available airfare if airfare is available. Allowable miles are those miles traveled between home or work location and destination. The NSO President or NSO Officers must approve, in advance, expenses which may be outside normal travel expenses. Rental cars are not an allowable expense unless there are extraordinary circumstances and the NSO President or Officers grant prior authorization. Mileage must be supported by proof (MapQuest or similar).

Airfare for officers and Executive Committee members shall be reimbursed, up to the equivalent of business class (e.g. Comfort+, EconomyPlus). Airfare for advocates, trainers, and all other individuals on official NSO business shall be reimbursed at coach rate. All who travel are expected to make their own reservations, airfare receipts, including class flown, shall be approved when submitted with the NSO expense voucher.

Taxi/Shuttle reimbursement for transportation will be permitted for travel to and from airport to destination as well as parking fees upon the submission of proper receipts(s).

LODGING AND MEALS

Reimbursement for the reasonable cost of required overnight lodging will be provided. Original hotel folios detailing charges must be attached to the NSO voucher.

NSO will reimburse only for actual expenses for meals. Group meals are reimbursable only with prior authorization by the NSO President or Officers. Receipts are required for all expenses.

INTERNET

Internet charges will be reimbursed while engaged in authorized NSO business and are necessary for the conduct of NSO business. Prior approval from the NSO President or Officers must be obtained if there are questions about such expenses.

QUESTIONS

Any questions regarding reimbursement of actual expenses should be directed to the NSO Treasurer.

APPEALS

The NSO Executive Committee has final jurisdiction regarding these reimbursement policies. Any member who feels arbitrary treatment by the NSO President or Treasurer may appeal to the NSO Executive Committee. The decision of the NSO Executive Committee will be final.

(EC 6/5 – 6/6/2018, Revised 9/22-24/2022)

300.10 NSO FUTURE LEADER INITIATIVE

To create an NSO Future Leader Initiative as part of a succession plan to ensure the values of the NSO continue. Progress will be reported at the 2012 RA.

(RA 2011, NBI #6)

300.11 REGIONAL DIRECTOR MEETINGS

NSO Regional Directors shall conduct group meetings with their regional presidents at least quarterly.

(RA 2020, NBI #6)

300.12 NSO BOOKKEEPER

The NSO Bookkeeper shall be responsible for invoicing, receiving all income of the organization, and resolving affiliate questions and concerns regarding membership billing. The position shall be appointed by the President with the consent of the Executive Committee.

(EC 3/23-3/25/2023)

SECTION 400

REPRESENTATIVE ASSEMBLY

400.01 NSO REPRESENTATIVE ASSEMBLY DATE

NSO Representative Assemblies shall begin on the second Friday of June.

(EC 6/5-6/97, #4, Revised 9/22-24/2022)

400.02 REPRESENTATIVE ASSEMBLY FLOOR NON-SMOKING

The floor of the NSO RA shall be designated a non-smoking area.

(RA 1987, NBI #5)

400.03 SEATING FOR CREDENTIALLED DELEGATES/OBSERVERS

To provide separate seating on the RA floor for properly credentialed delegates.

(EC 3/22-23/90, #11)

400.04 CRISIS FUND PAYMENT IN FULL FOR DELEGATE SEATING AT REPRESENTATIVE ASSEMBLY

That all Crisis Fund payments be made in full by the beginning of the Representative Assembly of each year before an affiliate is seated with voting privileges at the Representative Assembly.

(RA 1986, NBI #2)

400.05 REPRESENTATIVE ASSEMBLY ACTIONS/NEW BUSINESS ITEMS

NSO will provide RA delegates a written report of action taken in regard to all NBIs approved at the previous year's RA. This report will be distributed in advance of the RA with the delegate packet and will be additionally presented to the body at the RA.

(RA 2013, NBI #09)

That at the Winter Advocacy Retreat, the NSO President will provide a written report on the status of all new business items passed at the previous NSO Representative Assembly. Presidents of those affiliates not in attendance at the WAR College will be sent the report by the NSO Secretary.

(RA 1997, NBI #1)

400.06 COMMITTEE/TASK FORCE/SPECIAL PROJECTS LINE-ITEM DESIGNATION IN BUDGET

Committees, Task Forces, Special Projects, etc., established by the NSO Representative Assembly shall be assigned to a specific line item(s) of the NSO Budget and sufficient funds be identified and/or assessed.

(RA 1994, NBI #4)

400.07 BUDGET DEVELOPMENT TO REFLECT NSO MISSION STATEMENT AND GOALS

NSO budgets shall be developed using the Goals as a basis and shall reflect the adopted Goals.

(RA 1993, NBI #8)

400.08 FINANCIAL ASSISTANCE TO ATTEND REPRESENTATIVE ASSEMBLY

NSO will not provide financial assistance to attend the NSO RA (because of the potential problem of using dues money to vote).

(EC 6/3-4/92 w/o)

400.09 DELEGATE HANDBOOK

NSO shall distribute delegate packets for future RAs in electronic format rather than in hard copy. Hard copy materials will be available at the RA registration table and will be given to individual delegates upon their request.

(RA 2013, NBI #17)

NSO's investment policy guidelines which govern how NSO funds, including crisis funds, are invested, be made a permanent part of the annual Delegate Handbook.

(RA 2002, NBI #3)

NSO shall print and include the lyrics and sheet music for "Solidarity Forever" in NSO Delegate Handbooks at future RA's so that the song may be sung at the close of proceedings or other appropriate times.

(RA 2018, NBI #7)

400.10 DUES INFORMATION TO AFFILIATES 60 DAYS PRIOR TO RA

The proposed budget and dues amounts will be sent to all affiliates no less than 60 days prior to the annual RA.

(RA 2004, NBI #09)

400.11 ON-THE-FLOOR VOTING PROCEDURES

The Elections Committee has developed the following On-The-Floor voting procedures for the Representative Assembly.

Guests:

1. Guests will be provided with a name badge that can be easily and quickly distinguished from credentialed delegates.
2. The seating of guests will be distinctly identified and separated from the main floor of the representative assembly.
3. ALL guests must wear their name badge to enter the representative assembly.

Delegates:

1. Credentialed delegates will have white name badges that contains the NSO logo which will allow the delegate access to the delegates' seating area and the right to vote on issues on the floor. These credentials will be easily distinguishable from guest name badges.
2. Delegates will be provided with a "voting" card to be used in a 'show of division' votes/decisions.
3. All delegates must wear their credentials (name badge) at all times while on the Representative Assembly floor and for access to the RA area.
4. Delegates will not have access to the RA area without valid credentials.
5. Delegates will not be allowed to sit in the guest section.

Physical
Logistics:

The physical set up of the Representative Assembly area shall

1. Show a distinct separation between the RA delegate seating area and the guest section.
2. The guest section shall be distinctly separate from the RA floor. Guest section may be on the side or behind the last row of the RA delegate seating area. A sign shall be erected to indicate the guest section and the delegate seating area.
3. No guest shall be allowed in the RA delegate seating area without advance permission of the NSO President or Secretary.
4. All doors will be closed and no admittance to the RA room will take place while on-the-floor 'show of division' voting is in progress.
5. There will be signs clearly marking designated areas; i.e., guest section, delegate section, etc.
6. There will be a section designated for the NSO Communications Committee Members that is located in the Representative Assembly area but separate from the guest section and delegate seating area.

Tellers
Committee:

There shall be the establishment/appointment of a Tellers Committee for each Representative Assembly that works in conjunction with the Credentials Committee and Elections Committee. The Tellers Committee may consist of no less than four persons, but no more than eight people. Members of the Tellers Committee shall be duly elected delegates to the NSO Representative Assembly. The duties and/or responsibilities of the Tellers Committee are as follows:

- Two Tellers shall be assigned to each aisle to assist credentialed delegates and guests to their seats.
- Shall count votes on issues before the Representative Assembly during a show of division votes.
- Regulate the door to the Representative Assembly room to determine valid credentials for delegate seating or guest section.
- Guide people to appropriate areas.
- Serve as a runner for the Elections Committee and NSO Secretary.
- Check credentials.

- Assist in the distribution of materials, except for Campaign and Elections materials.
- Ensure that guests are seated in the proper location.
- Other duties as assigned by the NSO Secretary and/or Elections Chair.

- Miscellaneous:
1. Announcements shall be made, by the Chair, throughout the Representative Assembly regarding the policy of on-the-floor voting.
 2. When on-the-floor voting is taking place, access to the RA room and floor will be denied.

(EC 3/29-31/2007, #9 Revised 9/22-24/2022)

400.12 NEW MEMBER ORIENTATION AT REPRESENTATIVE ASSEMBLY

Commencing with the 2008 NSO Representative Assembly and continuing annually thereafter, NSO shall provide a new delegate orientation prior to the opening of the RA.

(RA 2007, NBI #9)

400.13 PLACEMENT OF THE GUIDELINES FOR THE DISASTER RELIEF FUND INTO RA HANDBOOK

Guidelines for the NSO Disaster Relief Fund must be put in writing and included into the RA Delegate Handbook. The written explanation should provide guidelines for what the policy/program covers, who is eligible to receive funds, how funds are disbursed and any limits on funding and timelines for submission.

(RA 2009, NBI #5)

400.14 SURVEY OF DELEGATES

Following each Representative Assembly, an electronic survey shall be sent to all NSO delegates to seek feedback, suggestions, and input for future Ras to ensure a substantive, productive use of Affiliate time spent at the RA.

(RA 2018, NBI #2)

400.15 RA COMMITTEE REPORTS

All committee reports contained in the NSO RA Handbook shall identify membership categories of committee members.

(RA 2019, NBI #2)

400.16 DELEGATE BADGES

The National Staff Organization will create an indicated space on all individuals' name tags, badges, and IDs for the individuals' pronouns. All individuals' pronouns will be included on their name tags and will only be left off at the individuals' request. Additionally, all NSO created forms that solicit gender identification will include an open field, allowing individuals to type in their gender identity. This space will first appear on all 2022 NSO War College name tags, registration forms and other applicable materials, and will continue forward from there.

(RA 2021, NBI #12)

400.17 ELECTIONS COMMITTEE APPOINTMENTS & CAMPAIGN RULES & ELECTION GUIDELINES

The nomination and election of NSO officers and Region Directors will be conducted in accordance with the *NSO Constitution and Bylaws* currently in effect, and the Labor-Management Reporting and Disclosure Act (LMRDA) of 1959, as amended.

Term of Office

The officers (President, Vice President for Defense, Vice President for Program, Secretary and Treasurer) and nine (9) Directors of who seven (7) shall be Regional Directors and two (2) shall be At-Large Directors, (one being professional and one being associate), elected by a majority vote of the delegates to the Representative Assembly and who shall be the trustees of the organization. Officers and Region Directors will take office immediately after the end of the Representative Assembly for which they were elected.

Nomination

Notice of nominations for NSO offices and the NSO Campaign and Election Rules will be posted to the NSO website beginning in January.

[*Constitution, Article VIII, Section 1*]

“The Election Committee shall accept nominations for office in accordance with Article II, Section 1 of the Bylaws and conduct the election for these positions at the Representative Assembly. To be placed on the ballot, a nominee shall be a member in good standing; consent to be on the ballot; and submit a petition to the Election Committee with the signatures of at least three (3) members.”

A valid Petition must be received by NSO Secretary no later than the conclusion of the Election Committee’s report on the first day of the Representative Assembly. A Petition Form can be found on the NSO website and used by any candidate for office. Any written nominations and/or petitions shall not be on an affiliate or employer letterhead.

Request for NSO Mailing List/Campaign Literature

Candidates may request one set of affiliate presidents labels, at no cost, from the NSO Secretary in writing on or before May 15. The only official, NSO-prepared list to be used by candidates is the list provided by the NSO Secretary. This does not prevent the candidate from compiling their own list using various data available to any member of NSO. Contact information for delegates and alternates to the Representative Assembly are not available for distribution for the purpose of campaigns and elections.

NSO will not distribute any campaign literature on behalf of any member running for office nor will any NSO Executive Committee Members, CBC, or committee endorse a specific candidate.

(EC 3/28/08, #17 Revised EC 9/22-24/2022)

Candidates will not be allowed to distribute any campaign literature or address attendees within any NSO All-Committee meeting or CBC. A candidate may campaign for a respective office and distribute campaign literature on the RA floor.

A candidate may request a campaign table that will be located outside of the NSO RA meeting room for the purpose of distributing campaign material three (3) weeks prior to the meeting. The cost of such table will be borne solely by the candidate. NSO and/or its affiliate shall not use any funds and/or resources to assist in the campaign of a candidate.

Campaign Restrictions

Federal law prohibits the use of any employer or local affiliate funds to promote the candidacy of any person in a union office election. This prohibition applies to cash, facilities, equipment, vehicles, office, supplies, etc. of NSO and any other union, and of employees whether or not they employ NSO members. Union officers and employees may not campaign on time paid for by the union and/or employer.

Ballot Position

Two members of the Elections Committee will draw names for the order in which candidate names will appear on the ballot. The Candidates, or their representatives, may be present to observe the drawing.

Observers

Candidates are entitled to have an observer present at the counting of ballots. The candidate must submit the name of their observer to any member of the Elections Committee no later than the end of day one of the Representative Assembly.

Tally of Ballots

The tally of the ballots shall be conducted and/or confirmed by the Elections Committee after the polls close on the date and time of the election notice.

Election Results

The election results will be announced at the RA as well as posted to the NSO website. The result will also appear in the next issue of the CONTACT.

Election Records

The NSO Secretary is responsible for maintaining all nomination and election records for at least one year after the election, as required by federal law.

(EC 9/29-30/05, #9, Revised EC 9/22-24/2022)

400.18 UNION CAMPAIGN MATERIALS

All commercially produced campaign materials used by a candidate shall be union-made, made-in-the-US materials and that all printed materials be printed by union printers and include the union bug.

(RA 2004, NBI #3)

SECTION 500

COORDINATED BARGAINING COUNCILS (CBCs)

500.01 EXPENSES FOR CBC MEETING

Each CBC will be allocated two nights for lodging (based on double occupancy) and according to the following guidelines:

1. Each affiliate will receive reimbursement for up to two individuals, based upon shared occupancy. If the two individuals attending are of the same sex, reimbursement will be made for only one room, per night. If the two individuals are not the same sex, two rooms will be reimbursed.
2. Wall-to-wall affiliates are entitled to two rooms under the above conditions, if three members attend the CBC meetings.
3. Room reimbursement will be for Thursday and Friday nights only, at the NSO hotel rate for single/double occupancy. If your affiliate stays at a non-conference hotel, you will be reimbursed the actual hotel cost or the conference hotel rate, whichever is less.
4. The "NSO Room Reimbursement Form" must be completed according to the directions on the form, clearly indicate the payee (individual or affiliate), and must be signed, dated, and submitted within 30 calendar days following the event. All hotel folios must be attached to the form when submitted.
5. The NSO reimbursement is for room and applicable taxes only, as indicated above. No reimbursement will be made for other room charges, meals, etc.

(EC 3/31-4/1/05, #8 Revised EC 9/22-24/2022)

500.02 TRAINING COMPONENT OF CBCs

That training and research become an integral part of the CBCs.

(EC 9/27/80)

500.03 PARTICIPATION IN COORDINATED BARGAINING COUNCIL

That mandatory participation in the NSO Coordinated Bargaining Councils shall only be required of those affiliates of NSO that are recognized bargaining units.

(RA 1988, NBI #2)

500.04 PARTICIPATION IN STAFF TRAINING

That affiliates negotiate language in their respective labor agreements that would provide bargaining unit members with the right to participate in staff training programs that are offered by state associations.

It is also recommended that NSO and its individual affiliates communicate to the NEA Board of Directors the need to amend NEA policy to insure that NEA-sponsored training programs are offered to all staff.

(RA 1993, NBI#19)

That each and every NSO member apply for NEA training, state-based training and other training to demonstrate NSO's concern for training for every Association staff member.

(RA 1992, NBI #17)

That NSO approach NEA and lobby for training fund accounts for program staff.

(RA 1989, NBI #5)

500.05 ENDORSEMENT POLICY

NSO CBCs are not political entities and are prohibited from endorsing candidates for office.

(EC 9/22-24/2022)

500.06 CBC NATIONAL MUTUAL AID AND DEFENSE PACT

The affiliates of all NSO Coordinated Bargaining Councils are committed to creating solidarity among NSO affiliates and members through mutual assistance and defense during bargaining crises. Therefore, each affiliate agrees to provide the following assistance to any affiliate in good standing in the Council that is involved in a bargaining dispute, strike build-up and/or strike:

1. On-site assistance in contract negotiations, settlement and maintenance;
2. Consultation in organizing efforts;
3. Letters and telegrams of support;
4. Contributions to affiliate's crisis fund;
5. Censure; (i.e. a letter to state execs or governance leaders condemning or reprimanding)
6. Sanction; (i.e., informing people not to apply for positions in particular states)
7. Demonstrations/picketing state association offices, governance meetings, etc.; (to include meeting governance leaders when they arrive in another state for meetings, etc.)

8. CBC meetings scheduled in the affected state;
9. Boycotts of staff training and meetings;
10. Sympathy actions;
11. Honor of picket lines of any NSO sanctioned striking affiliate (with all of its implications).

These activities will be initiated at the request of the affiliate involved in the crisis through the Regional Director. The Regional Director will coordinate the delivery of assistance to the affiliate through the NSO Executive Committee.

Adopted unanimously by all four Coordinated Bargaining Councils in St. Louis, MO, April 26, 2003. Revised at the National CBC, Las Vegas, NV, November 7-8, 2014

500.08 SCHEDULING

Alternate Regional and National CBC meetings annually

(EC, 1-8-2017)

500.09 STANDING AGENDA ITEMS

Require a standing agenda item at all national and regional CBCs for all affiliates to report internal organizing efforts. Each CBC will provide written reports to the NSO Organizing Committee to assist each affiliate in the building of affiliate and NSO internal capacity, unity and power.

(RA 2014, NBI #15)

500.10 FISCAL PROBLEMS OF NEA AFFILIATES

The NSO Executive Committee shall charge the appropriate committee or committees with collecting the following information from the various states where the NEA affiliate is having fiscal problems: the source or sources of the problem (pension funding, loss of membership, etc.); the extent of the problem; what action(s) the NSO affiliates have taken or are taking to address the problem. This information is to be shared with all NSO affiliates as soon as possible. (Perhaps disseminating the information when it's received – not waiting until all reports are in.)

(RA 2003, NBI #1)

500.11 CBC GUIDELINES

To the end collectively we can achieve contractual benefits and gains which are unattainable as individuals, and that the collective sharing of information and resources generates power, the NSO has determined that all NSO affiliates are required to belong to a coordinated bargaining council.

The coordinated bargaining council hereby has developed and has adopted the following National Guidelines:

1. Affiliates shall participate in their designated Coordinated Bargaining Council and shall have two (2)-voting representatives on the bargaining council. The representatives shall be the chief negotiator of the affiliate and the president or his/her designee. All-inclusive affiliates may designate one (1) additional permanent representative who is a member of the affiliate's bargaining team to ensure both professional and associate staff representation.
2. The NSO will appoint two (2) members of the Executive Committee who will serve as Co-Chairs of the Bargaining Council.
3. Each Coordinated Bargaining Council (CBC) shall establish regional "Guidelines" and "Goals and Settlement Standards" and a "Mutual Defense Pact."
4. The CBC co-chairs shall select members to serve as facilitators.
5. Each Coordinated Bargaining Council (CBC) will develop strategies to assist its members in achieving the minimum standards set by the CBC which may include, but are not limited to:
 - a. a common strike date
 - b. use of interstate bargaining team members
 - c. a common expiration date
 - d. targeting affiliates
 - e. selective job actions
 - f. crisis team
6. Prior to commencing bargaining, every affiliate shall perform a contract analysis utilizing the CBC Goals & Settlement Standards. This analysis shall be attached to the proposals or interest statements upon initial submission to the facilitator.
7. All members of the CBC will introduce language or interest statements consistent with Council adopted goals prior to going to the table.
8. The NSO affiliate's chief negotiator shall mail to its facilitator and co-chairs prior to bargaining: current contract, initial positions, and employer's initial position at the commencement of bargaining. In the case of collaborative bargaining, the chief negotiator will report issues/concerns that reflect CBC Goals and Standards, and employer's issues/concerns at the commencement of bargaining.
9. Affiliates shall notify their facilitator of any waivers needed prior to reaching a tentative agreement on any item which does not meet settlement standards unless the affiliate is on strike or is scheduled to strike within 24 hours. The facilitator shall notify the co-chairs who shall arrange crisis assistance as needed.
10. The total agreement shall be submitted to the facilitator prior to ratification by the affiliate. A final analysis utilizing the Goals and Settlement Standards shall be attached to the agreement. The facilitator will forward the documents to the co-chairs.

11. The CBC facilitator and/or the CBC co-chairs shall have the right to communicate to the affiliate any issues/concerns related to the tentative agreement.
12. If an affiliate is on a CBC-sanctioned strike in order to achieve the minimum standards adopted by the CBC, the CBC agrees to abide by the mutual aid strategies it develops in accordance with the CBC's mutual defense pact.
13. Affiliates which fail to cooperate with and participate in their designated CBC may be declined staff assistance and/or financial support from NSO.
14. The CBC representatives of each CBC can adopt modifications to the purpose, guidelines, goals or strategies at any of the CBC meetings by a two-thirds (2/3) affirmative vote of those representative's present providing such modifications have been sent to the CBC affiliate representatives at least two (2) weeks prior the CBC meeting. Said modifications shall be forwarded to all other CBCs.

(RA 2002, #20)

SECTION 600

WINTER ADVOCACY RETREAT

600.01 WINTER ADVOCACY RETREAT DATE

To schedule the Winter Advocacy Retreat in conjunction with Martin Luther King Day.

(EC 6/5-6/97, Revised EC 9/22-24/2022)

600.02 ESTABLISHMENT OF AN EMERGING ISSUES SESSION

Implement an Emerging Issues session to be held at the Winter Advocacy Retreat. A brief summary of Emerging Issues should be posted on the NSO website for all members.

(RA 2009, NBI #4, Revised RA 2021, NBI #01)

600.03 ANNUAL SURVEY

NSO will annually survey its affiliates by electronic means to identify the most pressing training topics prior to developing a list of courses for beginning in 2015 WAR College. In depth training will be offered on the topics receiving the highest response. Additionally, planning will include an emphasis on a track for new members to help orient and assimilate them into NSO and tracks that focus on essential union roles, such as negotiations, contract enforcement, the duties of treasurers, etc.

(RA 2013, NBI #13)

SECTION 700

STANDING COMMITTEES

700.01 COMMITTEE MEETINGS

“All Committee” weekend meetings shall conclude on Saturday allowing members to leave on Sunday to take advantage of lower airfares.

(EC 6/14/89)

700.02 STANDING COMMITTEE MEMBER APPOINTMENTS

1. All committee members shall be appointed by the President, with the consent of the Executive Committee.
2. Standing Committee will be made in a manner to insure racial, ethnic and gender balance and with the goal of insuring full involvement of both Professional and Associate staff in the union. Due consideration shall also be given to balancing committees on a geographical basis.
3. Standing Committees include:
 - Organizing Committee
 - Pension and Benefits Committee
 - Research
 - Communications
 - Diversity, Equity, and Inclusion
 - Investment Committee
 - Special Services
 - Internal Audit Committee
4. Special Committees, Ad Hoc Committees and Task Forces which are created by the Executive Committee shall be established for a particular purpose and for a set period of time. Appointments to Special Committees, Ad Hoc Committees and Task Forces shall expire with the special committee, ad hoc committee or task force unless the Executive Committee extends the period of the special committee, ad hoc committee or task force. Special Committees, Ad Hoc Committees and Task Forces shall also be appointed based upon the criteria listed in 2. above

(EC 9/22-23/94, #8, Revised EC 9/22-24/2022)

5. Committee vacancies will be posted to the NSO members only section and a link posted to the NSO Facebook page with instructions on how to apply. The NSO Executive Committee will review applications prior to appointment by the President and will contact those not selected to thank them for their interest in servicing NSO.

(RA 2018, NBI #1)

SECTION 800

AFFILIATE IN GOOD STANDING

800.01 AFFILIATE IN GOOD STANDING

- An affiliate in good standing shall abide by the constitution and by-laws of NSO including all policies adopted by the Representative Assembly.
- An affiliate in good standing shall also abide by the guidelines and procedures adopted by the CBC of which it is a member. Should the appropriate CBC determine that an affiliate is not in compliance with this definition, recommendations for action shall be referred to the Executive Committee through the CBC co-chairs.

(RA 1986, NBI #1)

800.02 AFFILIATE IN GOOD STANDING—NON-COMPLIANCE

In order to effectively enforce the “Affiliate in Good Standing” policy adopted by the 1986 Representative Assembly, the following actions may be taken against those affiliates not complying with the constitution and bylaws of NSO including all policies adopted by the RA and the guidelines and procedures adopted by the CBC of which it is a member.

Should the appropriate CBC determine that an affiliate is not in compliance with this definition, recommendations for action should be referred to the Executive Committee through the CBC co-chairs.

Disciplinary action shall be uniform and progressive and may include: withholding of crisis fund moneys, withholding of any kind of assistance, fines levied against the affiliate, censorship. Action shall be taken only after the CBC co-chairs have contacted the affiliate and encouraged the affiliate’s compliance with the guidelines and procedures adopted by the CBC.

(RA 1987, NBI#3)

800.03 AFFILIATE MUST BE IN GOOD STANDING FOR NSO ASSISTANCE

If an affiliate is not in compliance with the Affiliate in Good Standing Policy, NSO will not send in a Crisis Evaluation Team and the affiliate will not be provided on-site or other financial assistance.

(EC 9/23-24/93)

800.04 NSO AUDIT PROCEDURES

The Bond, which protects all NSO affiliates, requires a yearly audit be done of each affiliate's accounts. This audit is the responsibility of the individual affiliates. A Department of Labor Officer and the NSO Treasurer have developed the following procedures that have

been adopted by the NSO Executive Committee. These procedures should be used to complete your affiliate's audit. [\(APPENDIX E\)](#)

(EC 9/25-26/97)

SECTION 900

CRISIS ASSISTANCE AND CHARLIE LOVE CRISIS FUND

900.01 ESTABLISHMENT OF CRISIS FUND

The NSO RA directs the Executive Committee to create the NSO Charlie Love Crisis Fund through an annual assessment of \$25 per NSO member, beginning with the 1981-82 membership year.

(RA 1979, NBI #1, Revised EC 1/10/01, #11)

900.02 CRISIS NOTIFICATION TO AFFILIATES

NSO shall implement an efficient means by which to notify promptly all NSO affiliate presidents when any affiliate is on strike, or other job action or experiencing any other crisis. (Intent is that the notification be by e-mail [electronic means] where possible/feasible.)

(RA 1997, NBI #2)

900.03 NSO POLICY FOR CRISIS FINANCIAL ASSISTANCE

Is Membership in a CBC Automatic?

- Affiliation with NSO constitutes automatic membership in a Coordinated Bargaining Council (CBC).
- Assistance will be provided by NSO after NSO conducts an assessment of the local union to determine the type and level of resources that will be allocated.

Who Gets Assistance from the Crisis Funds?

- The appropriate NSO local affiliate in good standing.
- An affiliate must be in good standing for one (1) year prior to a request for assistance from the Crisis Fund.

How does an Affiliate Qualify for Assistance?

- Individual affiliate problems will be dealt with on a case-by-case basis.

What Types of Situations or Crises Qualify?

- The funds to be used only with bargaining related problems, i.e., strikes.

- Crisis Funds go only to local affiliates, not to individuals.
- NSO evaluation prior to any affiliate job action is required for assistance.
- Each Executive Committee member would be the main contact to conduct such evaluations along with another board member (or other staff) and the local affiliate.

When Does Assistance Begin? How Much?

- The local affiliate must have a plan and a committee to handle NSO Crisis Fund assistance.
- Crisis Funds are available after five (5) working days of strike -- up to \$75 per day per member in wage loss assistance will be provided retroactive to the first day of the strike.*
- Interest free loans may be available after 20 working days of strike.
- Up to \$75 per day per member is a subsistence grant (no repay) and must be given to individuals and not used by the local affiliate to cover the cost of strike.
- If strike settlement results in no loss of pay, the subsistence grant must be repaid to NSO Crisis Fund.
- Loans will be arranged by NSO and the local affiliate with local banks with the approval of NSO Executive Committee. The paperwork shall begin when the strike begins to avoid delay in receiving loans.

How Long Does Assistance Last?

- The subsistence grant (up to \$75 per day) is for the duration of the strike.
- The NSO Executive Committee will confer with the local crisis committee as needed to discuss issues and available crisis funds.
- The subsistence grant will continue after the interest free loans begin.
- NSO Crisis Fund assistance will be sent to the local affiliate on a weekly basis.

If Crisis Fund Goes Broke?

- NSO will assess another \$25 per NSO member.
- Arrange for a loan to NSO Crisis Fund.

(Policy adopted by the NSO Representative Assembly in June 1982. Amended in June 1989 and June 1993.)

SECTION 1000

NSO MISSION STATEMENT AND GOALS

1000.01 NSO MISSION STATEMENT

NSO: United to lead, to promote, secure, and defend the interests and rights of its members.
(RA 1993)

1000.02 IMPLEMENTATION OF NSO GOALS

The Executive Committee shall assign each task in the adopted Goals to a Standing Committee, CBC, Task Force, or other work group created from throughout the NSO membership, to prioritize and plan implementation. Progress on each to be reported to the membership at each January WAR College and June RA.

(RA 1993, NBI #14)

1000.03 NSO GOALS GOAL AREA 1: TO LEAD

A. To influence the direction of NEA regarding staff.

1. Develop a communication system between NSO and NEA at various levels, including the NSO president, NSO leadership and State Contact teams, conversing with NEA leadership (both staff and elected leadership, especially the NEA Executive Committee), and between State Affiliate presidents and state Executive Directors.
2. Monitor and lobby for improved, enhanced, and full-funded training programs.
3. Study and propose future staffing systems and patterns.
4. Promote unionism on a national scale.
5. Explore the use of NFIE as a tool for NSO to influence the direction of NEA.
6. Monitor with an attempt to influence the NEA Staff Intern Program.

B. To promote, protect and expand the role of unions.

1. Form and join coalitions with other unions.
2. Provide training to NSO members on the topic of unionism.
3. Sponsor an annual meeting of the presidents of NSO state affiliates.

C. To improve the welfare of the NSO membership.

1. Work to secure a single national contract for all staff.

2. Work to secure a national retirement system for all staff.
3. Work to secure a national insurance benefits package for all staff.
4. Work to secure a national system providing early retirement benefits for all staff.
5. Lobby for a federal legislation program addressing:
 - a. Right-to-work states
 - b. Health insurance program (dual benefits)
 - c. Stronger right to strike statutes

GOAL AREA 2: TO PROMOTE

A. Unity and diversity within our membership.

1. Work to secure a single staff contract in each state to create or bolster wall-to-wall units.
2. Promote and sponsor social activities at all NSO functions and encourage member participation.
3. Establish union advocacy teams (unity teams) within each state, which will provide conflict resolution by trained members.
4. Provide training and support for community/team building activities.
5. Establish and encourage liaison committees between associate staff and professional staff unions located in the same state.
6. Support and encourage the coordination of bargaining contracts for both associate staff and professional staff unions located in the same state.
7. Provide an NSO-developed handbook of guidelines for affiliate leadership.
8. Provide an NSO-developed handbook for new members new to staff work, including a "buddy" system for new employees.
9. Establish an NSO scholarship fund in compliance with IRS and Labor Department regulations designed for use by staff who wish to pursue college programs leading to degree.
10. Provide assertiveness training.
11. Provide training and encourage leadership teams to work with state affiliates.
12. Monitor with an attempt to influence state and local affiliates to hire members of underrepresented groups.

B. Financial security of the membership.

1. Establish programs to build aspirations and a sense of worth of members.
2. Build effectiveness of CBCs, programs and strategies.
3. Establish programs to build more effective local unions through training, research, bargaining strategies and support.
4. Strengthen communications systems within NSO.
5. Continue to provide negotiations assistance, advisors or consultants in collective bargaining.

C. The image and program of NSO.

1. Continue *Contact*.
2. Promote NSO support, involvement and activities through state newsletters and *Contact*.
3. Sponsor NSO hospitality events at NEA staff training sessions.
4. Continue to provide NSO promotional pieces (Unity tee shirt, notebooks, etc.)

D. Job security of members.

1. Promote and publicize the value of good contracts.
2. Promote and work to secure national mobility and portability of benefits.
 - a. Credit on salary schedules for prior service
 - b. Preferential right of employment (after current employees)
3. Establish a system of job postings (hiring hall), using electronic methods available.
4. Provide professional career counseling
5. Secure employer-paid placement services.
6. Provide pre-employment training and re-training programs.
7. Develop contract language to be used in the event of merger.
8. Provide and promote contractual RIF protections.

E. Organizational security of NSO.

1. Encourage greater participation in NSO.
2. Encourage competition for NSO elected positions.
3. Examine the question of an NSO PAC (including the need for, and use of).

4. Examine the dues of structure of NSO to include the basis for establishment of rate of dues.
5. Examine the possibility and worth of expanding membership to other staff unions.
6. Provide assistance to state affiliates for compliance with IRS and Labor Department regulations.
7. Secure the contractual right to leave for union business.

F. Involvement within NSO of under-represented groups.

1. Encourage under-represented group members' participation on all committees and task forces.
2. Encourage under-represented group members' use as trainers and facilitators for NSO events.
3. Provide an on-going training program to meet the needs of under-represented group members.
4. Appoint under-represented group members as contact members working with other affiliates.

GOAL AREA 3: TO SECURE

A. Financial security through collective bargaining.

1. Assure that strong, well-trained, highly effective bargaining teams bargain each and every affiliate contract.
2. Develop procedures to ensure that each contract meets the minimum standards of its CBC.
3. Provide a strong support system to each local team.
4. Develop strong membership support systems within each affiliate.

B. Job opportunities for NSO members.

1. Establish procedures in each affiliate contract to provide preferential hiring treatment for transferring NSO members (See also Goal Area 2, D-2).
2. Establish a system of job postings (hiring hall) using electronic methods available (See also Goal Area 2, D-3).
3. Establish a scholarship fund in compliance with IRS and Labor Department regulations for continuing education.
4. Provide professional career counseling (See also Goal Area 2, D-4).

C. Financial security upon retirement.

1. Work to secure a national retirement system for all staff (See also Goal Area 1, C-2).
2. Establish minimum standards for contractual retirement benefits.
3. Provide financial consultant services and assistance for members at both early stages of employment to plan for retirement, and for the period just prior to retirement.
4. Develop contracts providing full insurance packages including Medicare supplements.
5. Promote NSO-R membership package which may include membership in a retiree organization.

D. Equity in economic benefits and working conditions.

1. Research and provide information on current inequities.
2. Provide training and education programs where inequities exist.
3. Provide on-site assistance to correct inequities.
4. Encourage CBCs to share information (both internally and to other CBCs).
5. Work to secure a national contract for all staff (See also Goal Area 1, C-1).

GOAL AREA 4: TO DEFEND

A. The contractual and legal rights of NSO members.

1. Provide advocacy training, both basic and advanced.
2. Develop a system to identify staff to do arbitrations for NSO, including the use of retired members.
3. Provide training for members who wish to provide arbitration assistance to NSO affiliates.
4. Review and update, as necessary, regulations for the use of the NSO Crisis Fund.
5. Provide an NSO presence during affiliate strikes.
6. Develop and train leadership team for working with affiliates in crisis, including the use of retired NSO members.
7. Improve communications so that each affiliate is aware of an affiliate in crisis situations.
8. Encourage affiliates to send financial support to other affiliates on strike.

9. Develop a program to emphasize the protection of the civil rights of NSO members, including the education of NSO members regarding their civil rights.
10. Encourage each affiliate to have a job safety committee.

(RA 1993, #5)

SECTION 1100

Expenses

- 1100.01 AFFILIATE (PHYSICAL) OFFICE SUBSIDY**
NSO does not provide funds for office set-up.
(EC 9/23-24/93, w/o)
- 1100.02 PET CARE**
To not pay for pet care while on NSO business.
(EC 3/23-24/95, #5)
- 1100.03 REIMBURSEMENT POLICY TO AFFILIATES**
[See Policy 300.09](#)

SECTION 1200

INTERNAL DISPUTE RESOLUTION

1200.01 INTERNAL DISPUTE RESOLUTION POLICY

An internal dispute is hereby defined as any disagreement arising between NSO members within the same unit, NSO members in a different unit within the same state, or any unit determination proceedings occurring within the same state causing one of the parties to the above disagreements to seek assistance from NSO.

- NSO will take no position on the above captioned disputes unless and until one or more parties to the dispute move(s) for NSO assistance.
- Upon receipt of a formal motion for assistance by the moving party(s) to the NSO President, the President will dispatch a member of the NSO Executive Committee to the state within which the dispute arose.
- Should the defending party request assistance, as a result of the moving party's action, the President shall dispatch an appropriate Professional or Associate staff member from the Executive Committee to consult with the defending party.
- The consulting Executive Committee members shall meet with the officers of the affiliates in dispute and shall attempt to resolve the dispute through a process of mediation. They shall also issue a report on the nature, apparent causes, status of and recommended solution to the dispute. Such reports and recommendations shall be based, where applicable, on existing NSO policy. Reporting Executive Committee members may also make recommendations regarding new NSO policy or alterations to existing policy for Executive Committee/RA consideration.
- Upon receipt of the reports, the President shall confer with the Executive Committee Regional Director from the affected region and shall notify the Executive Committee of the jurisdictional dispute.
- The President and Regional Director shall jointly determine if the Dispute Resolution Team (DRT) should be appointed. If the President and Regional Director disagree, the matter will be placed before the Executive Committee via telecommunications link, for determination.
- If a DRT is to be appointed, the President shall activate that procedure within 48 hours of the decision to appoint. The Executive Committee member from the affected region shall be a member of the DRT unless that Regional Director is also an officer of one of the involved parties. In that case, the Regional Director of a contiguous region or an At-Large Director shall be appointed.

- The DRT shall arrange to visit the parties within the state affected, within 21 days of the President's/Executive Committee decision to activate the DRT.
- The DRT shall jointly and separately meet with the officers and selected members of the various units of the various units in dispute and carry out the interview process.
- The DRT shall remain on site for no more than 48 hours. Upon completion of the interview process, they shall issue a joint report to the President, who shall distribute it to the Executive Committee. The report shall include the findings of fact, contentions of the parties, applicable policies of NSO and recommendations for resolution of the dispute.
- The report shall be placed on the agenda for the next regularly scheduled Executive Committee meeting for discussion and possible action.
- Following action by the Executive Committee the President shall notify the parties to the dispute of the action of the Executive Committee and shall offer further assistance to both parties, if necessary, in carrying out the resolution.
- The President and Regional Director shall maintain a liaison with the parties in dispute and shall report on the progress of the parties at the next regularly scheduled Executive Committee meeting.

(Affirmed EC 9/22-24/2022)

1200.02 CODE OF ETHICS/CONDUCT

NSO shall encourage its members to honor the affiliates' code of conduct when working with other NSO affiliates.

(RA 2011, NBI #4)

1200.03 UNION CODE OF CONDUCT

- I will not criticize any union colleague except to the individual directly.
- If any union colleague is being criticized in my presence, I will confront the criticism and ask that it stop.
- I will not participate in any conversations with management that criticize, or negatively speculate about any union colleague.
- I will settle my differences with union colleagues within the union.
- I will engage in debate, offer others every opportunity for debate and respect minority viewpoints and I will observe and support the majority mandate of my union.
- I will avoid actions that undermine the bargaining and contract rights of other unions in the workplace.
- I will not perform the work of a worker who is off the job because they are taking a stand for the rights of workers to fair treatment and decent working conditions.

(RA, 1996)

SECTION 1300

ASSISTANCE TO AFFILIATES AND MEMBERS

1300.01 GUIDELINES FOR ASSISTANCE

The NSO Representative Assembly endorses the following Guidelines For Assistance as adopted by the NSO Executive Committee:

1. Affiliation with NSO constitutes automatic membership in a CBC.
2. Assistance will be provided by NSO after NSO conducts an assessment of the local union to determine the type and level of resources that will be allocated.
3. A contract outlining the level of NSO resources which will be allocated will be entered into between the NSO and the affiliate union.
4. The NSO Executive Committee will define what constitutes an affiliate in good standing (which will outline compliance with NSO policies, procedures and guidelines—instead of just sending in dues).

(RA 1985, NBI #1)

1300.02 COLLECTIVE BARGAINING ASSISTANCE TO AFFILIATES

Collective Bargaining assistance shall constitute aid in preparing proposals, developing bargaining strategies, establishing priorities, reviewing management proposals and suggestions related thereto and providing training and research information to accomplish those aims. Direct bargaining assistance shall be provided in crisis situations wherein judgment of the NSO representative, direct assistance is needed to effectuate an agreement. An NSO representative shall have the authority to provide assistance through consultation with the appropriate NSO Executive Committee member.

(EC 12/9-10/81)

1300.03 BONDING ASSISTANCE

That the minimum bond for affiliates under \$5,000 in assets be set at the minimum \$2,000; at 10% for affiliates that exceed \$5,000 in assets, and that bonding is conditioned upon providing NSO with necessary information. If no information is provided, the affiliate will be bonded at the minimum amount.

(EC 3/18/93, #6; Revised EC 3/15-16/01, #15)

1300.04 HARVARD TRADE UNION PROGRAM—CHIP TASSONE SCHOLARSHIP

That NSO annually designate one seat at the Harvard Trade Union Program in memory of Chip Tassone and guarantee that the full fee be paid for the individual selected to that seat. In selecting the individual to fill this seat, NSO should give special consideration to applicants

with strong organizing skills, associate staff, women and/or minorities. The Criteria will be established by the NSO Executive Committee.

(RA 1992, NBI #12)

1300.05 HARVARD TRADE UNION PROGRAM (HTUP) SCHOLARSHIP CRITERIA

The Harvard Trade Union Program runs January through February each year for trade union officials and employees to learn skills. NSO shall annually budget for a full scholarship, and up to two (2) partial scholarships to be used for the Harvard Trade Union Program. A full tuition grant is available under the Chip Tassone Scholarship and is earmarked for NSO Associate Staff members. Two partial scholarships (named after Chuck Leberknight—OH and John Warms—NJ) will provide for up to one-half (1/2) of tuition each and are available to NSO Professional Staff members. In the event only professional or associate staff apply in a given year, the NSO Executive Committee may name individuals from another classification, so long as the total amount does not exceed the approved budget.

Any NSO member, in good standing, must send a letter of interest in the HTUP and application to the NSO liaison. The following represents the process for consideration:

- All HTUP scholarship applications must be completed and submitted directly to the NSO Liaison;
- All applications must be received by the NSO HTUP Liaison no earlier than July 15, and no later than September 1 of any given year;
- The HTUP applicant must have their affiliate's endorsement to qualify for an NSO Scholarship and said endorsement must accompany the HTUP application;
- NSO will screen all HTUP applications per the criteria established, and provide Harvard with NSO's recommendation on who may attend and receive the NSO Scholarship(s);
- Pursuant to the criteria established, it is within the total discretion of the NSO Executive Committee to determine which applicant(s) should receive the NSO Scholarship(s);
- All applicants will be notified of their application status by October 15.
- Should an applicant not receive a NSO scholarship, the participant may apply again, during the application period outlined above.

The following represents the selection criteria:

- A member in good standing
- Endorsement from the applicant's NSO Affiliate
- Availability of time
- Participation level in the NSO Affiliate
- Years of service in the labor movement
- Demonstrates an understanding of the role of a union member in NSO and exhibits a high level of enthusiasm and passion evidenced in the application

(EC 9/8/2011, Revised EC 3/18/13, Revised EC 9/22-24/2022)

NSO shall publish on the website the application process and include information on the Chip Tassone Scholarship, as well as the biography.

RA 2020, NBI #2

1300.06 NSO POLICY HANDBOOK

The NSO Policy Handbook is available for all members and will be distributed at the NSO WAR College. Additions to the Handbook may include NSO policies such as Affiliate in Good Standing, Crisis Assistance, Merger, etc.

(EC 9/23-24/93, w/o)

1300.07 ON-SITE WORKSHOP ASSISTANCE (FACILITATION, ETC.)

An affiliate must contact the appropriate Regional Director who must then contact the Vice President for Program for approval for NSO assistance. The Vice President for Program will select the advocate/trainer with appropriate input from the Regional Director and/or affiliate.

(EC 9/25-26/91, 3/22-23/90)

1300.08 TRAINING ASSISTANCE

NSO creates a training cadre. The purpose of the cadre would be to train and recruit members in defending affiliates in the arbitration process. Trainers would then assist affiliates with arbitrations. Training sessions would be expanded during the 2013 WAR College and possibly other NSO events to include an arbitration experience. Participants with arbitration experiences could volunteer to assist NSO affiliates when called upon.

(RA 2012, NBI #04)

To approve financial assistance for training to an affiliate only when an NSO trainer/presence is present.

(EC 3/21-22/91, #7)

1300.09 SPECIAL SERVICES

That NSO sponsor products and services for its members with the NSO Executive Committee determining the companies and products sponsored.

(RA 1987, NBI #2)

1300.10 STANDARDS FOR NSO AFFILIATES SEEKING FINANCIAL ASSISTANCE

NSO Affiliates seeking financial assistance from NSO for CBC meetings, Winter Advocacy Retreat attendance, and other trainings will request assistance from their Regional Directors. The affiliate must be in good standing, meeting the following standards at a minimum:

- Current LM Reports must be on file with the NSO Treasurer
- Membership Database must be current on the Database Website

- Up to Date Dues and Crisis Fund Payments

Affiliates must be able to prove financial need by providing to the Regional Director a copy of current budget, income and expense statements, and explain the reasons for seeking financial assistance. Regional Directors will consult with the NSO Treasurer taking into consideration LM data to determine the need for assistance, and level of assistance needed.

Regional directors will provide to the Treasurer the names of affiliates who have been approved for assistance and the amount of assistance approved.

(EC 6/8-9/10, #5, Revised EC 9/22-24/2022)

1300.11 HARVARD TRADE UNION PROGRAM SCHOLARSHIP AGREEMENT

Approve the HTUP Scholarship Agreement ([APPENDIX F](#))

(EC 6/7-8/2011, #7)

SECTION 1400

MERGER/SUCCESSOR BETWEEN NEA AND AFT

1400.01 STATEMENT OF PRINCIPLES OF THE NATIONAL EDUCATION ASSOCIATION AND THE NATIONAL STAFF ORGANIZATION

The National Staff Organization (NSO) has participated as an observer on the Special Committee on Relationships with Other Organizations, since its inception.

The NSO and the NEA have also had ongoing dialogue about the implications of merger for staff unions and agreed to work on joint guidelines that express the mutual goals of the two organizations in the event that a merger occurs.

The following represents a set of principles that were developed by a joint committee of NSO representatives and NEA and state affiliate managers:

NEA and NSO have discussed the possible merger of the National Education Association and the American Federation of Teachers, and/or the creation of a new organization, and have agreed on the following principles to guide state affiliates on this issue.

- NEA and NSO will continue their commitment to a strong, healthy advocacy organization for education employees.
- NEA and NSO agree to honor the governance processes controlling the development and implementation of policies in their respective organizations on all matters related to any merger between NEA and AFT.
- NEA affirms that any NEA/AFT merger is not driven by the issue of cost savings, and that there is no desire, plan, or aim to eliminate staff or diminish Association employee collectively bargained benefits as a result of merger.
- NEA and NSO are committed to the collective bargaining process and will encourage their affiliates to use the collective bargaining process to address problems related to employee hours, wages and working conditions which may arise out of any NEA/AFT merger.
- NEA and NSO affirm that healthy employer-employee relations are important during the transition period of any NEA/AFT merger.
- NEA recommends that affiliates should share pertinent information and have open and frank discussions with the bargaining agents of their employees on matters related to the merger and that the affiliates honor existing collective bargaining agreements.
- NEA and AFT (UO) are prepared and willing to provide assistance, information, and training to affiliates on matters arising out of any NEA/AFT merger.
- NEA and NSO encourage their affiliates not to use any merger between NEA and AFT to rectify past grievances.
- NEA and NSO agree to develop joint ventures for assisting their affiliates in labor management matters arising out of any NEA/AFT merger.

- NEA and NSO further recognize that issues related to retirement and retirement related benefits are different at the national level as well as from state to state. They further recognize that NEA and state affiliates and their employee unions have autonomy in dealing with such matters through the collective bargaining process. Therefore, NEA and NSO recognize and recommend the following:
 1. That protection of the rights and benefits of participants and retirees under benefit plans is an important consideration to the merger of NEA and the AFT;
 2. That should merger occur at the national or state level, such benefits should be protected and maintained;
 3. That NEA and NSO affiliates take affirmative steps to maintain and protect these rights and benefits, and to agree to assist affiliates upon request.

(signed) Don Cameron, National Education Association (NEA)

(signed) John Warms, National Staff Organization (NSO)

(RA 1998, #6)

1400.02 PENSION AND HEALTH BENEFIT CONTINUATION FOR STAFF

That NSO continue to seek positive written assurances from NEA that pension and health benefits and other contractual protections now in force for NSO members will remain in effect if a new employing organization is created. If no such assurances are forthcoming by May 1, 1998, NSO and its affiliates will take appropriate actions, including but not limited to active opposition to the creation of a new organization.

(RA 1997, NBI #06)

1400.03 NSO POSITION ON MERGER IF CONTRACTUAL GUARANTEES NOT IN PLACE

That NSO authorize the Executive Committee to oppose any merger between NEA, AFT and/or the AFL-CIO or other organizations unless NSO receives contractual guarantees for the protection of existing state and national staff contracts and retirement benefits of staff.

(RA 1993, NBI #6)

1400.04 PROTECTION OF STAFF PENSION AND BENEFIT PLANS—PROPOSED NEA-AFT MERGER

The current discussions by and between the NEA and the AFT could result in a merger or other change in corporate entity. The NSO and its affiliates have the responsibility of protecting existing staff retirement and benefit plans and post-retirement health benefits. Therefore, NEA must guarantee to NSO and its affiliates that continuation of these plans will be a condition of merger or other change in corporate entity. Any proposed merger or other change in corporate entity that does not so preserve these benefits for the staff members whose careers have been spent creating and supporting the Association shall be opposed.

The full resources of the entire NSO and its affiliates shall be authorized to defeat any such merger or other change in corporate entity.

(EC 12/7-8/95, #9)

1400.05 MANIFESTO

I. Who We Are:

The National Staff Organization (NSO) represents over 4,000 professional and associate staff employees of the National Education Association, State Associations, UniServ Councils and Local Education Associations throughout the United States.

We are advocates for public education and the employees of the 17,000 school districts and higher education institutions whom we serve.

We are advocates for the collective interests of our NEA members at the local, state and national level.

II. The “Big Picture”

It is important to note the context in which the debate over the merger or successor organization is taking place and to try to fashion a position that brings as much of NSO’s membership together as possible. It is important to keep in mind that the well-being of NSO’s membership is directly linked to the health and survival of our employers.

Public education is under serious attack from the corporate interests and the ultra conservatives who truly want to destroy the type of public education for which we have long sought. This attack is coming at a time when the traditional allies of public education and unions appear to be dazed and confused, leaving little to stand in the way. Finally, this attack is coming when our employers are struggling with their own identities, looking inward for answers by reorganizing and restructuring, seeking collaboration as an answer rather than a tactic to solve problems.

All of this creates a backdrop against which the merger/successor discussions are occurring. Peace with the AFT and other affiliates of AFL-CIO in this period of turmoil is a worthy goal that all but the most hardened of us can embrace.

Merger, or creation of a new successor organization on the other hand, is more divisive internally and our own feelings mirror the leadership of our employers. Although there is diversity of opinion within the ranks of NSO’s membership on merger, one thing is abundantly clear: all of us are committed to protecting the rights and security of all NSO members, especially with regard to pensions, health benefits, job security and bargaining rights.

It also appears that NEA is about to embark on its tried and true method of incremental change (much like the integration efforts of the ‘60s) by opening the door for state mergers that the NEA and AFT will monitor and shape. It appears the “big” merger will take longer, due in part, we believe, to the difficulty in finding positions for a number of AFT (and to some extent, NEA affiliates’) full time governance people.

NEA and its affiliates have long relied on the commitment we have to public education to overcome our own self-interest as a union and as employees. For most of NSO's members, the work we do has been a "calling," a cause that consumes our hearts and minds. NEA and the States need to understand that if they choose to model the corporate values of exclusion of their staff unions from the process of merger discussions, they will sorely test the commitment we bring to our work. This is not a threat; it is a clear observation of the effect that alienation has on any organization.

NSO has communicated the significant problems and issues that can occur with staff contracts in the event of a merger between the NEA and AFT. NEA leaders and managers have made verbal commitments to NSO that staff will not be harmed, that pensions will be protected and that NSO will have a place at the bargaining table with the NEA once the talks have gone beyond the "getting to know you" stage. NEA has yet to agree to put these commitments in writing.

III. NSO Interests

First and foremost, NSO believes that the core values of NEA and all of its affiliates require that NSO and its affiliates be included as equal partners in any of the merger/successor discussions that take place at any level. It is in the best interest of all NSO members to be included in all discussions at all levels.

If there is any litmus test for merger or other reorganization efforts, it must be whether or not NSO at state and national levels is treated as an equal partner in both the impact and policy development discussions. For if we are going to be limited to simply discussing the "impact" of an already developed policy, we will have devolved to the stage in which most private sector unions find themselves when management without values destroyed employee jobs in the search for greater profit. NEA has been a growing institution because NSO's members have been included in planning, strategy and tactic development, and issue analysis throughout the years.

It is in the NSO's interest that the pensions of our members be protected.

It is in the NSO's interest that jobs and salaries and benefits be protected.

It is in the NSO member's and the NEA member's interests that mergers do not create newer and larger bureaucracies that are more distant from members.

It is in the NSO and the NEA member's interests that the current obsession with internal reorganization and merger does not interfere with our obligation and commitment to advocating for the members of the NEA.

IV. Conclusion

NSO will stand with all of its members to ensure that their rights are not diminished or impaired through merger.

NSO will call upon the NEA to provide written assurances that, as a condition of approving merger, states include their staff unions in all aspects of merger discussions.

NSO will call upon the NEA to provide written assurances, as a condition of approval, that states and their staff unions have a negotiated contract dealing with the impact of the merger.

NSO will work to ensure that the needs of NEA members are not lost while the focus of others is on the merger or internal organization of the NEA and its affiliates.

NSO will hold up a mirror to the NEA to ensure that the core values that should guide us in our decision-making are not being lost along the way.

1400.06 OUTLINE FOR NSO PROCEDURE FOR DEALING WITH THE AFT MERGER

Reasons/Assumption

1. NSO as a union has a responsibility to advocate for its membership, the merger of NEA and the AFT will impact state, national and local staff of both unions.
2. The impact of the merger on any one state's staff will depend in part on the relative size of the AFT and NEA in that state.
3. The treatment of the NEA staff will most likely be the first level of NSO to be directly and significantly affected by the merger.
4. Haphazard responses to the merger by NSO state affiliates could have significant repercussions on the rest of the states.

Action/Rationale

1. NSO could create a "consolidation and merger bargaining team" consisting of the vice-president for program as the chair and one representative from each CBC.
2. CMBT be responsible for the following:
 - a. Requesting a role in the merger discussions and negotiations between the AFT and the NEA, the role to include the inclusion of the chair in the actual negotiations. Refusal of the NEA to provide a place at the table for the NSO will significantly effect the willingness of NSO to cooperate with the merger process.
 - b. Prepare specific information and guidelines for the state affiliates to consider and follow for merging state AFT and NEA affiliates. The delivery to be through the CBC system and at national meetings.
 - c. Be the clearing house for any funding requests for action around the merger issue.
 - d. Initiate discussions for the eventual (regardless of the merger) consolidation or affiliation of the staff unions of NEA and the AFT. Prepare guidelines for the state affiliates for the merger of the staff unions.
 - e. Establish contact with any unions representing the AFT staff or its state affiliates.
3. For NSO to succeed in representing its membership we must focus resources and attention on the merger. Opposition to or direct support of the merger will be internally

divisive. NSO should create a “consolidation and merger organizing team” headed by the Vice President for Defense with one representative from each CBC. The CMOT should be responsible for;

- a. Preparing plans to oppose merger, if necessary.
- b. Recruiting local organizing teams in each state.
- c. Carrying out activities in support of our bargaining position.

(RA 1993, #6)

SECTION 1500

PROTECT AND DEFEND MEMBER RIGHTS AND BENEFITS

1500.01 RETAIN LABOR RELATIONS ATTORNEY

The NSO Executive Committee is directed to develop a list of attorneys and payments to retain on a continuing basis a competent labor relations attorney to provide consultation and representation to affiliates as needed. Use of legal counsel shall be according to appropriate procedures as determined by the Executive Committee.

(RA 1979, NBI #6)

1500.02 BARGAINING UNIT MEMBERS ASSUMING MANAGERIAL RESPONSIBILITIES

That a union member will not evaluate and/or discipline another union member.

(EC 3/22-23/90, #12)

That NSO membership is suspended during the time an NSO member is acting as a “manager”.

(EC 12/9/86)

1500.03 UNIONIZED COMPANIES

That NSO shall encourage all members and affiliates to only use and promote unionized companies.

(RA 1991, NBI #15)

1500.04 NEA SHARED STAFFING AND LAID OFF NSO MEMBERS

In the event an NSO member is on lay-off and the state affiliate requests NEA shared staffing to perform the work of the member on layoff, NSO shall inform its members of the situation and sanction the state affiliate.

(RA 2002, NBI #6)

1500.05 NEA RETIREMENT PLAN

NSO is committed to affiliates who are participants in the NEA Retirement Plan in efforts to protect benefit levels in the event the plan is changed to multi-employer status.

NSO is committed to:

- Coordinating organizing campaign to include possible action at NEA Representative Assembly;
- Continued participation in coalition legal efforts with the affected groups;

- Coordination to encourage impacted affiliates to file demand to bargain on grievances as may be warranted;
- Ongoing monitoring of the NEA Retirement Plan status change by NSO Pension Benefits Committee

(RA 2007, NBI #6)

1500.06 NEA SHARED STAFFING

NSO and its affiliates will advise all NSO members to decline to voluntarily participate in shared staffing for NEA affiliates that are, in the judgment of the corresponding NSO affiliate, engaging in unfair or anti-union conduct towards NSO members. Such conduct may include unsettled contracts, unfair labor practices, reductions in staff, or other activities identified by the NSO affiliate. NSO shall devise model contract language for affiliates to negotiate into their respective collective bargaining agreements that allows affiliate members to decline to voluntarily participate in shared staffing to a job action (such as a strike, lockout, or other labor dispute).

(RA 2012, NBI #09)

1500.07 NSO ORGANIZING FOR POWER

NSO shall require that associate staff invited to participate in the NSO Organizing for Power program be paid for their time, travel and expenses, pursuant to their collective bargaining agreement.

(RA 2012, NBI #6)

SECTION 1600

NSO AWARDS AND RECIPIENTS

1600.01 EMIL OXFELD ADVOCACY AWARD CRITERIA

To adopt the criteria for selection of recipients for the Emil Oxfeld Advocacy Award: advocate, knowledge, tenacity, courage, wisdom, integrity, compassion, mentor, dignity and honor.

(EC 10/8-9/09, #8)

1600.02 EMIL OXFELD ADVOCACY AWARD RECIPIENTS

2022	Joe DiVincenzo, SONYE
2018	Butch Santicola, Pennsylvania State Education Association Staff Organization (Posthumously)
2016	Jesse Moore, Louisiana State Staff Organization
2015	Marius Ambrose, Maryland Professional Staff Association
2014	No recipient
2013	Jeanne Beyer, Colorado Education Association Staff Organization
2012	Gerry Lange, NSO Retired and New Jersey United Staff Association
2011	No recipient
2010	Bernadette Lange, NSO Region Director and New Jersey United Staff Association
2009	Diane Thompson, Nebraska Staff Association (Retired) and NSO At Large Director
2008	Bonnie LePage, Massachusetts Teachers Association Staff Organization (Retired)
2007	Dennis Krueger, Iowa Staff Union and NSO Region 6 Director
2006	John Reilly, Massachusetts Field Staff Organization and NSO Region 1 Director
2005	Jack Schamel, SONYE
2004	Chuck Lieberknight, Ohio Professional Staff Union and NSO Founder (Posthumously)
2003	Dean Brown, Indiana Professional Staff Organization
2002	Ginnie Ross, Oregon Professional Staff Organization
2001	John Warms, New Jersey United Staff Association and NSO President
2000	Emil Oxfeld, NSO Labor Relations Consultant

1600.03 JOHN WARMS LEGEND ADVOCACY AWARD

The candidate must be an active NSO member, including NSO Retired, and meet all of the following criteria. A written narrative (APPENDIX G) must accompany the nomination, describing how the nominee the following criteria:

- Demonstrate the ideals and union values of John Warms.
- Showcase the relevance of union advocacy and engagement.

- Role model who demonstrates the impact of volunteer union service as a way to address the challenges of NSO affiliates and members.
- Has endeavored to change the landscape with respect to our issues.
- Core Values language It was decided to add the date of March 1 for the submission of applications.

The decision to grant an award is based upon the quality of the nominations and the Executive Committee reserves the right of the frequency of the award.

(EC 1/10-11/10, Revised EC 10/21-22/2010)

1600.04 RECIPIENTS OF THE JOHN WARMS LEGEND ADVOCACY AWARD

- 2019 Janet Beck, Washington Education Association Staff Organization
- Jeff Wahlquist, Washington Education Association Staff Organization
- Mike Horner, Washington Education Association Staff Organization
- Steve Pulkkinen Washington Education Association Staff Organization
- Bob Lindquist, California Staff Organization
- 2018 Lynn Adler, Illinois Education Association Staff Organization
- 2014 Emmett Jamar, Alabama Professional Staff Organization
- 2011 Chuck Agerstrand, NSO President and Michigan Professional Staff Association

1600.05 MOTHER JONES AWARD

The NSO Executive Committee shall establish a “Mother Jones Award” recognizing an individual member who best exemplifies the values of Mother Jones.

(RA 2016, NBI #6)

1600.06 RECIPIENTS OF MOTHER JONES AWARD

- 2019 Liz Arenda, Pennsylvania State Education Association Staff Organization
- 2017 David Rathke, Illinois Education Association Staff Organization

1600.07 AWARD RECIPIENT EXPENSES

NSO shall provide lodging for two nights, travel expenses, and meal expenses to recipients of the John Warms Award, Emil Oxfeld Award, and Mother Jones Award unless the individual is present as a delegate of an affiliate. In the event that the award is given to someone that has passed away it (expenses) shall be provided to the family member.

(RA 2019, NBI #5)

1600.08 WEBSITE POSTING OF AWARD RECIPIENTS

NSO shall publish on the website the descriptions, qualifications, application process, and deadline for members to submit names for the John Warms Award, Emil Oxfeld Award, and Mother Jones Award.

(RA 2020, NBI #2)

SECTION 1700

GUIDELINES FOR GIREVANCE/ARBITRATION AND LEGAL ASSISTANCE

1700.01 GUIDELINES FOR GRIEVANCE/ARBITRATION AND LEGAL ASSISTANCE

All requests for grievance/arbitration and all legal assistance shall be directed to the VP Defense and the affiliate's regional director. The Regional Director shall have the responsibility for informing the Vice President of Defense of a local affiliate's standing.

1700.02 REIMBURSEMENT FOR LEGAL EXPENSES

To amend the current NSO Policy adopted by the 1997 Representative Assembly entitled *Reimbursement for Legal Expenses* as follows:

1. Written approval of the Vice President of Defense is required prior to the selection/retention of an attorney by a local affiliate. In the absence of the Vice President of Defense, the request should be submitted to the NSO President or Vice President for Program.

2. With the prior approval of the Vice President of Defense, legal fees of one half up to \$5,000 will be reimbursed. Anything over \$5,000 must have the approval of the NSO Executive Committee.

3. In addition, the affiliate must submit, to the Vice President of Defense, copies of all legal bills, judgments, settlements, or other legal dispositions within six months of the final billing.

(RA 2010, NBI #01)

1700.03 NSO ADVOCATE POLICY

The Regional Director shall contact the Vice President of Defense when advocacy assistance is requested.

The Vice President for Defense has sole discretion in assigning an advocate to assist a local affiliate.

When the NSO Vice President for Defense assigns an advocate, it is understood that the NSO Advocate assumes control, direction, and determination of all aspects of the case. Should the affiliate choose to move in a direction different from that recommended by the NSO assigned advocate, all financial reimbursement from NSO will end. If the affiliate chooses to appeal, the affiliate shall contact the Vice President for Defense who will contact the advocate and the respective Regional Director. The Vice President for Defense shall make the final determination subject to appeal to the NSO President.

(EC 6/7-8/10)

1700.04 ARBITRATION SUBSIDY

- A. NSO will pay 50% of the cost of arbitration. Arbitration costs shall consist of the fees and expenses of the arbitrator, and filing fees involved. No other expenses, including attorney fees, and witness fees, shall be reimbursable, unless previously authorized by the NSO Vice President for Defense. Court reporter/stenographers will not be approved for reimbursement unless previously approved by NSO Vice President for Defense.
- B. Filing fee bills should be sent to the NSO Vice President for Defense upon receipt. Filing fees will be paid by NSO directly to the affiliate and is subject to the 50% reimbursement rule.
- C. To ensure full funding by NSO, the NSO Arbitration Subsidy Request Form [Appendix I](#) must be submitted to the NSO Vice President for Defense within forty-five (45) days of the arbitrator's award or grievance settlement (including cancellations).
- D. Before reimbursements will be made, copies of the following documents must be submitted to the NSO Vice President for Defense:
 - AAA Demand for Arbitration Form (if applicable)
 - Arbitrator's Award
 - Arbitrator's Bill
 - Any Other Applicable Bills
 - NSO Arbitrator Evaluation Form [\(Appendix J\)](#)

(EC 6/7-8/2010, Revised EC 1/8/2017, Revised EC 9/22-24/2022)

1700.05 ARBITRATION CANCELLATION OR POSTPONEMENT FEES

NSO does not pay for cancellation or postponement fees for arbitrations unless caused by NSO, as otherwise approved by the VP Defense, or as part of a grievance settlement.

(EC 1/12/94, Revised EC 9/22-24/2022)

1700.06 POLICY REGARDING RETIREES HEALTH CARE LITIGATION ASSISTANCE

- I. Post-Employment/Retiree Healthcare
 - 1. NSO Executive Committee will direct all retiree healthcare issues to a Subcommittee if it does not handle the matter itself. The Subcommittee shall be appointed by the President, with the approval of the Executive Committee.
 - 2. The Subcommittee will be empowered to:
 - a. Deal directly with the affiliate;
 - b. Identify all officers and management involved;

- c. Identify all current retirees, any special retirees, future retirees currently employed who are at issue;
 - d. Identify the Employer's proposed action in detail; and
 - e. Collect all exact healthcare language and benefits involved.
 - 3. Secure all collective bargaining agreements from the initial time retiree healthcare became a benefit.
 - 4. Secure copies of any individual retiree contracts which may exist between retirees and the Employer.
 - 5. If the Collective Bargaining Agreement, refers to any other documents, secure copies of and then identify them with details.
 - 6. If there are any memorandum of agreements, grievances, arbitrations, or significant bargaining history relevant to the retiree healthcare question, secure them.
 - 7. If the Union agreement is silent or incomplete on retiree healthcare is every attempt to secure some understanding of what the Union, retirees or Employer thinks in detail is required.
 - 8. Secure any other investigation as necessary for a complete report and identify also what other fact-finding seems required.
- II. Prepare a summary for the file for the Executive Committee. Hire a transcriber if necessary in order to assist the committee.
 - III. Travel to the affiliate may be required in order to comply with the requirements of this policy. It will be authorized by the Vice President of Defense.
 - IV. The President will appoint one individual to coordinate information with legal counsel on all cases throughout the NSO organization dealing with these issues.
 - V. No legal advice will be authorized unless approved by the Vice President of Defense in connection with the Subcommittee. No NSO funds will be provided for retiree litigation without a signed contract providing for reimbursement of costs and fees in the event of any recovery.
 - VI. If the Executive Committee so chooses, it can assist financially by subsidizing the legal fees at a rate of one hundred ten dollars (\$110.00) an hour up to three thousand dollars (\$3,000.00) a month, itemized billings, etc. evidenced by a written agreement providing for reimbursement of legal fees.

- VII. No expenditure will be authorized or made unless, pursuant to a contract which guarantees:
- a. The NSO will be repaid its legal fees and costs in the event of an award.
 - b. The NSO has the right to approve legal counsel to the affiliate as well as legal strategy.
 - c. The NSO will have the right to terminate its participation in the assistance agreement for any reason and at any time by written notice to the affiliate or Plaintiff party or its legal counsel who is the beneficiary of said assistance.
- VIII. Said notice of termination, per VII (c) if it occurs, does not alter, modify, diminish or abrogate the NSO's right to receive dollar-for-dollar reimbursement for any funds so provided to support the litigation in any way including attorney fees.

The signed Agreement which addresses the above points shall be read in full harmony with this adopted Policy Agreement.

The Agreement shall be deemed confidential and part of the attorney-client relationship.

(EC 6/7-8/2005, #11)

SECTION 1800

RESOLUTIONS

1800.01 LABOR PARTY (RESOLUTION)

That the NSO urge its affiliates to inform themselves of the program, aims, structure and activities of the Labor Party and promote discussion in appropriate venues.

(RA 1997, NBI #02)

1800.02 ABOLITION OF APARTHEID IN SOUTH AFRICA

That the National Staff Organization is adamantly opposed to apartheid and is committed to the abolition of apartheid in South Africa as necessary to the promotion of human rights and civil liberty.

(RA 1990, NBI #4)

1800.03 COALITIONS

NSO encourages its members and affiliates to form working relationships with and consider individual memberships in such organizations as the Coalition of Labor Union Women (CLUW) and the Coalition of Black Trade Unionists (CBTU).

(RA 1989, NBI #2)

1800.04 ASSOCIATE-PROFESSIONAL UNION MODEL

NSO supports the industrial union as the ideal model for affiliate NSO staff organizations in reference to union relationship between professional and associate staff.

(RA 1978, NBI #5)

1800.05 NSO OPPOSES DISCRIMINATION BASED UPON CONDITION OF BIRTH

NSO opposes discrimination based upon condition of birth. This includes date of birth. NSO is concerned about age discrimination in the NEA and its affiliate. NSO shall encourage its affiliates to work to raise awareness of this issue and oppose it wherever it occurs.

(RA 2007, NBI #1)

1800.06 LIMITING THE RIGHT OF AFFILIATES TO FREELY COMMUNICATE WITH GOVERNANCE

Be it RESOLVED that NSO shall discourage its affiliate unions from entering into contracts, agreements, memoranda of understanding, or other such accords limiting the right of such affiliate unions to openly and freely communicate with NEA governance, the governance of any NEA affiliate, and/or any other entity, organization or person regarding any matter necessarily or incidentally arising out of such affiliate unions' respective relationships with management and/or advocacy on behalf of their members AND, to the extent such affiliate unions have already entered into contracts, agreements, memoranda of understanding, or other such accords so providing, NSO shall encourage such affiliate unions to make reasonable efforts to remove such language upon the expiration of such contracts, agreements, memoranda of understanding or other such accords.

(RA 2009, #10)

1800.07 REPORT OF THE NEA UNISERV CORE COMPETENCIES TASK FORCE

In light of the report by the NSO Executive/Organizing Committee regarding the "*Report of the NEA UniServ Core Competencies Task Force*," we, the delegates to the National Staff Organization's 2014 Representative Assembly hereby resolve the following:

- a. The National Staff Organization and each of its state affiliates, stand opposed to the development and implementation of the misguided *Report of the NEA UniServ Core Competencies Task Force*, and the "core competencies" contained therein, and any training, hiring programs, etc., that are implemented based on them.
- b. Further the NSO and each of its state affiliates is opposed to the development and implementation of any form of "online training," including, but not limited to, webinars, that take the place of the genuine learning and organizing opportunities of in-person training.
- c. Further the NSO and each of its state affiliates is opposed to the development and implementation of "online training," **THAT SUPPLANTS** learning and organizing opportunities of in-person training.
- d. As such, the NSO President will send a letter to the NEA Executive Director explaining our opposition to the *Report*, any training and/or hiring programs or processes based thereon, and any utilization of online training in lieu of in-person UniServ training opportunities. This letter shall be copied to all state NSO affiliate presidents and state NEA executive directors.
- e. Further, the presidents of each state NSO affiliate will be strongly urged to send similar letters to the executive director in their respective states in support of the NSO position.

(RA 2014, NBI 16)

1800.08 SUPPORT INTERNATIONAL WORKERS OF THE WORLD PRINCIPLES

NSO and its affiliates shall operate under and adhere to the International Workers of the World (IWW) principle and protocol that “An Injury to One is an Injury to All,” by visibly and conspicuously supporting individual affiliates in their respective, ongoing struggles to maintain and advance the professional dignity and protect the workplace rights of sister and brother members, both collectively and individually, against the encroachments of management and its consistent, cynical campaign to deprive our sister and brothers of their professional dignity, undermine their workplace rights, and reverse the fruits of their collective labors to establish and maintain common decency in the workplace and a modest living standard for themselves, their families, and their communities.

(RA 2014, NBI 18)

1800.09 SUPPORT OF THE POOR PEOPLE’S CAMPAIGN

That NSO endorse the Poor People’s Campaign and urges its affiliates to inform them of the campaign and support PPC efforts in their states and communities. NSO further urges NEA to join nine other national unions including AFT, AFSCME, SEIU in endorsing the Poor People’s Campaign.

RA 2018, NBI #5)

1800.10 SUPPORT THE VALUE OF STAFF WORK

NSO will resist attempts by NEA and its affiliates to deprofessionalize staff and to thereby devalue our worth on the job and at the bargaining table. Such efforts can be illustrated in part by:

- NEA’s de-emphasization of training in key areas of union advocacy, and by the dearth of such skills in the NEA UniServ Core Competencies.
- NEA’s emphasis on member recruitment to the exclusion of building deep skills in bargaining and contract enforcement and organizational effectiveness.
- The posture taken by NEA and many of its affiliates in its positions with NSO affiliate teams at the bargaining table.
- A rising level of threats to the continuation of the UniServ model.

1800.11 STAFF TRAINING

NSO’s efforts will include encouraging NEA to provide regular advocacy training to staff, to maintain the UniServ model, to have high hiring standards, and to honor the importance and expertise of NSO members through the collective bargaining process.

(RA 2018, NBI#9)

1800.12 GUN VIOLENCE

WHEREAS, the members of the California Staff Organization share the horror and dread felt as a result of the tragedies at Marjory Stoneman Douglas High School, Virginia Tech, Sandy Hook Elementary School, Columbine High School and other schools; and

WHEREAS, the proliferation of guns and gun-related violence in the United States has continued for far too long; and

WHEREAS, the repeated occurrence of violent events in a variety of venues makes it clear that this not merely a school security issue, but a community issue; and

WHEREAS, since 1999, the number of mass shootings in schools, churches, and other public places has increased as the overall national crime rate has steadily declined; and

WHEREAS, the firearm used to murder and injure the victims at Marjory Stoneman Douglas High School was an AR-15 semi-automatic assault style weapon equipped with high capacity magazines; and

WHEREAS, assault-style weapons and large capacity ammunition magazines are not suitable for civilian use of any type and constitute a demonstrated threat to the general public and law enforcement personnel; and

WHEREAS, research into reducing gun violence has shown there are numerous legislative steps we can take, including, banning semiautomatic guns, assault weapons, and large capacity ammunition feeding devices, instituting universal background checks for gun and ammunition purchases, government buyback and destruction of all banned guns and large capacity ammunition feeding devices, taxing ammunition sales, mandatory waiting periods, instituting a national gun registry, and banning guns on all schools; and

WHEREAS, instituting broad and far reaching legislation to reduce gun violence will save lives, reduce crime, and serve the public health, as well as the safety and best interests of the children, parents, and residents of our community;

NOW, THEREFORE BE IT RESOLVED, that the California Staff Organization urges the United States Congress, as well as state and local governments to immediately enact a series of laws to reduce gun violence and increase support services that will help ensure people, especially students across the country are safe in their schools, classrooms, and communities, and that these laws include:

- Permanently banning automatic weapons;
- Permanently banning assault weapons;
- Permanently banning large capacity ammunition feeding devices;-Instituting government buyback and destruction of all banned guns and large capacity ammunition feeding devices;
- Instituting universal background checks for all gun and ammunition purchases (including online and gun show purchases);
- Levying an increased tax on ammunition and directing those taxes toward gun violence prevention programs, and to the benefit of victims of gun violence;
- Banning the sale of guns and ammunition to all convicted violent criminals;
- Banning the sale of guns to people deemed a danger to themselves or others by a mental health provider;

- Requiring reporting of lost or stolen guns;-Requiring mandatory safety training before all gun purchases;
- Requiring mandatory 7-day waiting period on all gun and ammunition purchases;
- Developing a national gun registry to track all gun ownership and sales;-Banning guns in all schools;
- Requiring all guns to microstamp bullets;
- Fingerprinting all gun owners;
- Requiring gun safes;
- Ensuring that the FBI's background check system is fully and continuously updated (including those prohibited as a result of mental illness, those convicted of a violent crime, persons dishonorably discharged from the military, those under a domestic violence restraining order)-Enacting federal Child Access Prevention (CAP) laws that hold adults criminally liable for unsafe storage of firearms around children-Supporting community improvement solutions such as wraparound services that provide sufficient access to those who need assistance, including schoolchildren;
- Providing additional support in communities and schools for mental health and substance abuse treatment and counseling;-Enhancing and evaluating bullying-prevention programs, anti-gang initiatives, and positive behavior support programs in schools;
- Requiring the national database on violence to include any incidents involving a gun or shooting; and

BE IT FURTHER RESOLVED that the President of the California Staff Organization will send a copy of this resolution to the National Staff Organization; and

BE IT FURTHER RESOLVED that the California Staff Organization supports community led and student led efforts to amplify the voices of all who are calling for gun violence prevention legislation; and

BE IT FURTHER RESOLVED, that the California Staff Organization encourages labor unions, school districts, community groups, cities, and counties to pass similar resolutions.

NSO will advocate directly with NEA to provide staff training in school violence prevention and crisis response. NSO will also provide such training at WAR College.

RA 2014, NBI #7

1800.13 LEGISLATION WHICH WOULD ELIMINATE NSO MEMBERS' JOBS

That the National Staff Organization will not support legislation at the state and/or national levels which would eliminate NSO members' jobs.

(RA 1992, NBI #2)

1800.14 PROTECTION OF MEMBER JOBS IN THE EVENT OF SINGLE-PAYER UNIVERSAL HEALTH CARE

That the NSO develop proposals to protect the job security of those members who would be adversely affected in the event of the adoption of single-payer universal health care.

(RA 1992, NBI #17)

1800.15 SINGLE PAYER UNIVERSAL HEALTH CARE

That the NSO supports a Canadian-style single-payer universal health care plan and calls for the enactment of legislation at state and/or national levels to implement such a plan.

(RA 1991, NBI #6)

1800.16 PENSION AND HEALTH BENEFIT PROTECTION

NSO and all of its state affiliates contact their members of Congress asking them to initiate and/or support legislation outlawing contradictory clauses in pension and health benefits plans in order to protect the pensions and health benefits of retirees.

(RA 1998, NBI #1)

1800.17 NEA STATEMENT ON THE CONVENTION ON THE ELIMINATION OF ALL FORMS OF DISCRIMINATION AGAINST WOMEN

To recommend to NSO affiliates, at the RA, that they urge their employers and appropriate U.S. entities to support this statement.

(EC 1/14-15/03, #5)—[Appendix D]

1800.18 EMPLOYEE FREE CHOICE ACT

In March, 2009, SB 560—The Employee Free Choice Act—was introduced in Congress. NSO affiliates are urged to contact their U.S. Senators and Representatives and urge them to pass S.B. 560. Some states are introducing legislation aimed at more clearly defining state laws regarding labor unions as well. NSO affiliates are also encouraged to support any pro-union local legislation. The NSO endorses the Employee Free Choice Act.

(RA 2009, NBI #1)

That NSO supports the Employee Free Choice Act and recommend to the 2009 Representation Assembly to seek its passage at both the state and national legislation levels.

(EC 6/11-12/09, #6)

1800.19 OPPOSITION OF TAXATION OF EMPLOYER PROVIDED HEALTH BENEFITS

Recognizing the tremendous impact federal legislation can have on union members and working families, NSO opposes the taxation of employer-provided health benefits and any other employer benefits. The NSO Executive Committee (or appropriate designee) will monitor and communicate with NSO members about this issue on an ongoing basis until it resolved.

(RA 2009, NBI #9)

1800.20 HARMONIOUS RELATIONS BETWEEN ETHNIC GROUPS

Because America is a multi-ethnic, multi-cultural nation and is considered the melting pot of the world, the NSO Representative Assembly recommends that NEA and its affiliates promote harmonious relations between the many ethnic groups in the Association, by being more sensitive to the needs of its staff and members.

(RA 1989, NBI #7)

1800.21 RESOLUTION SUPPORTING THE BLACK LIVES MATTER MOVEMENT AND CONDEMNING POLICE VIOLENCE AGAINST COMMUNITIES OF COLOR

WHEREAS, NSO, individually and collectively, affirms the dignity and the humanity of all people for which justice and equity are fundamental human rights, and;

WHEREAS, policing in the United States has a genesis and legacy of state-sanctioned, systemic violence against and trauma towards communities of color, motivated in part by a profit-driven prison industry, and;

WHEREAS, police brutality and violence are endemic and symptoms of broader, systemic racism prevalent in this country where economic justice and racial justice are inextricably linked, and;

WHEREAS, a substantive body of research and data details the extent to which punitive discipline policies and violence at the hands of school-based police and other school security personnel adversely and disproportionately affect our union colleagues and the communities they serve, and;

WHEREAS, the beatings and murders of people of color by police, visually documented yet failing to result in substantive accountability, continue to spark national and international protests against police violence and brutality, and;

WHEREAS, individual NSO members actively support and engage in related collective action and advocacy.

NOW, THEREFORE, BE IT RESOLVED, that NSO:

- Strongly supports the Black Lives Matter movement to end police violence against communities of color.
- Encourages and supports the efforts of our members and affiliates, on behalf of racial justice, to end all forms of racism.
- Condemns, in the strongest terms, violence by police and other civil servants against communities of color and against protestors exercising their constitutional rights.

(RA 2022, NB #9)



National Staff Organization

Harassment Policy for Union Events

The National Staff Organization (NSO) believes that every individual has the right to dignity and respect both within the union and in the workplace. Building rank-and-file democracy demands that we prioritize respect for each other so that all members may fully participate in meetings, union activities, and the broader labor struggle. The responsibility of creating and preserving a safe and harassment-free environment is a collective one, assumed by all NSO members. This policy is not intended to restrict free and open debate or participation in our democratic union, but rather is concerned with preventing unacceptable conduct by NSO members, vendors, and employees.

NSO will not tolerate any form of harassment, or bullying. Such actions by members while at any NSO event, or while acting on behalf of NSO may result in sanctions being taken against a member pursuant to NSO's Constitution and Bylaws and policies. Additionally, where appropriate, NSO may inform the alleged offender's affiliate leadership of the offending behavior and complaint.

Union environment means any NSO sponsored event and/or any event in which a member is participating on behalf of NSO including, but not limited to, conventions, meetings, seminars, affiliate meetings, Representative Assemblies, or on-site assistance being provided by a member of NSO, its employees, or vendors.

Harassment is an expression of perceived power and superiority by the harasser(s) over another person or group, based on their: sex, race, creed, color, religion, ethnic origin, place of origin, sexual orientation, political affiliation, gender identity, gender expression, marital status, family status, disability, language, age, social and economic class, or activism and participation in the union.

Harassment is unwelcome, unwanted, and uninvited; it may be expressed verbally or physically; it is usually coercive, and it can occur as a single incident or on a repeated basis. It comprises actions, attitudes, language or gestures, which the harasser knows, or reasonably ought to know, are abusive, unwelcome, or wrong. It may include but is not limited to:

- Unwelcome remarks, jokes, innuendoes, taunts, or other discriminatory communication;
- Insulting or malicious gestures or practical jokes which cause someone embarrassment or discomfort;
- Ridiculing, degrading or expressing hatred or intolerance, whether verbally, in writing or physically;
- Display of offensive or pornographic material/pictures, graffiti, or other offensive material;
- Placing unreasonable limitations on someone because of a perceived need (e.g., disability, pregnancy, etc.);
- Defamation of religious imagery;
- Mockery of religious practices, customs or religious wear;
- Requests or demands for sexual favors;
- Unnecessary physical contact such as touching, patting, or pinching;
- Making comments about one's appearance or personal life; or

- Expressing or promoting racial hatred.

Bullying and personal harassment are defined as deliberate actions, offensive, malicious and/or cruel behavior with the aim to humiliate, intimidate, undermine, or destroy the character or confidence of an individual or group of individuals. Bullying and personal harassment may include an abuse of power or perceived power by one person or group over another that degrades an individual. Bullying behavior is often persistent and part of a pattern, but it can also occur as a single incident. It is usually carried out by an individual, who ought reasonably to have known that their actions are unwelcome or unwanted. It can also be an aspect of group behavior. Some examples of bullying and personal harassment include but are not limited to:

- Abusive and offensive language;
- Insults;
- Teasing;
- Spreading rumor and innuendo;
- Unfair blame for mistakes;
- Deliberate exclusion;
- Practical jokes;
- Belittling or disregarding opinions or suggestions;
- Public criticism.

Context is important in understanding bullying, particularly verbal communication. There is a difference between friendly insults exchanged by long-time work colleagues and comments that are meant to be or are taken as demeaning.

If you believe you have been subject to any of the above behaviors, you can take action:

1. If possible, we encourage you to make it clear you do not welcome such behavior. You can do so either on your own, verbally or in writing, or with the assistance of another party. Indicate that you will take further action if the behavior continues.
2. If the inappropriate behavior persists, approach one or more of the designated ombudspersons who will attempt to resolve the matter informally and quickly. You may ask the designated ombudsperson(s) for help right away if you are unwilling to approach the harasser directly.
3. Each incident will be handled confidentially and quickly, with particular sensitivity for the complainant.
4. The resolution at this stage would include, but not be limited to, apologies, reprimands, and possible expulsions from the event at which the incident/s occurred (including the expulsion of third parties). Where the safety of any individual is compromised or a criminal act is alleged to have occurred, the appropriate authorities shall also be contacted.
5. Where the matter cannot be resolved informally or when events or situations occur where an individual acting on behalf of NSO is involved, the Complainant may file a formal complaint, in writing, to the President of the National Staff Organization at president@nationalstaff.org or with any officer or Executive Committee member.

For this National Staff Organization function, your designated ombudspersons are:

ALL MESSAGES WILL BE TREATED CONFIDENTIALLY

This policy will be published in the official agenda of all National Staff Organization events.



Application for Affiliation with the National Staff Organization

In accordance with a majority vote of its general membership taken on _____ (date)

the _____ (name of union)

_____ (address)

(Number)

(Street)

(City)

(County)

(State)

(Zip)

hereby makes application to be recognized as an affiliate of the National Staff Organization and agrees to adhere to the appropriate Standards for Affiliation with the National Staff Organization.

The Association shall forward this application to NSO with:

- A copy of its current Constitution and Bylaws
- A copy of its Certificate of Incorporation
- An application for tax exemption
- An application for bonding

The Association agrees to forward its membership dues to the NSO within the time limits as specified within the Standards for Affiliation with the National Staff Organization.

Date: _____

(Signature of President)

(Signature of Secretary)

Please return, by email, to the National Staff Organization President at President@nationalstaff.org



MODEL CONSTITUTION AND BYLAWS

PREAMBLE

We, the members of the *(affiliate name)*, dedicated to the freedom and strength of those who serve the organized education (or labor) profession, do hereby ordain and establish this Constitution to promote the advancement of collective bargaining and unionism.

ARTICLE I

Name and Purpose

- Section 1.** The business of this *(union)* shall be conducted under the title of *(affiliate name)* hereinafter referred to as the "*(union)*".
- Section 2.** The purpose of the *(affiliate name)* shall be to represent and advocate the employment concerns of its members and to enhance the effectiveness of its members toward that end.

ARTICLE II

Affiliations/Charter

- Section 1.** The *(affiliate name)* shall affiliate with and be chartered by the National Staff Organization (NSO) and shall conform to the NSO Constitution and Bylaws, rules and regulations of the NSO, legally authorized decisions of the NSO Executive Committee and policies adopted by the Representative Assembly.
- Section 2.** In default of the rules and regulations of the National Staff Organization, such charter referenced in Section 1 of this Article may be suspended or revoked in accordance with procedures provided by the NSO Constitution. Should the *(local affiliate)* be suspended, expelled, or otherwise forfeit the NSO charter, then the *(local affiliate)* and their successors bind themselves to surrender the same. Upon disaffiliation, suspension or revocation of the charter conferred by the National Staff Organization (NSO), the *(local affiliate)* shall thereupon cease and desist from using such name National Staff Organization for any purpose whatsoever.

ARTICLE III

Authority and Indemnification

The (affiliate name) shall indemnify and hold harmless its officers, Executive Committee members, and other agents from and against any and all claims, demands, liabilities, obligations, suits or other form of legal action or litigation arising from or related to any action taken by such officers, Executive Committee members, or other agents in the performance of any duties authorized by the operation of the Constitution and Bylaws or by any action derivative from powers authorized under those documents.

ARTICLE IV Dissolution

The assets of the (affiliate name) will be distributed to the (National Staff Organization Charlie Love Crisis Fund or other designation determined by the local affiliate) upon dissolution.

ARTICLE V Membership

Section 1. Membership in the (local affiliate) shall be open to those persons who are employed as full-time regular (and other appropriate employment categories) employees who pay dues and assessments as provided in the Bylaws and are Members in Good Standing as provided in the Constitution and Bylaws.

Membership, however, shall not be open through any means any individual who is not eligible for participation in the bargaining unit represented by (local affiliate) by virtue of being ruled a managerial employee or otherwise excluded by the NLRB.

Section 2. Except for non-payment of dues, no member shall be fined, suspended, expelled or otherwise disciplined pursuant to the provisions of Article XIII, Hearing Procedures, without being served with specific written charges and given a reasonable time in which to prepare a defense which may be asserted at a full and fair hearing.

Section 3. Effect of Merger on Bargaining Rights and Representation Rights: In the event of merger and/or melding of the (Employer) and the consequent administrative and governance procedures, there shall be no essential change in the identity of servicing or bargaining representative which is a party to a contract with the employing entity. Further, the identity of the bargaining agent for purposes of collective bargaining, shall remain unimpaired, so that no question concerning representation may be raised arising from the merger. Thus, an administrative merger of staffs, or consolidation of operations, shall not create a question concerning representation under NLRB law.

ARTICLE VI Funds

Section 1. The (local affiliate) General Funds or property of the (local affiliate) shall be used only for such purposes as are specified in the Constitution and Bylaws of the (local affiliate) and as may be required to transact and properly conduct its business. Under no

circumstances shall any of the General Funds be used for donations to members, or for political or religious purposes.

ARTICLE VII Officers and Executive Committee

- Section 1.** The officers of the (local affiliate) shall consist of the President, Vice-President, Secretary, Treasurer elected at large by all members of the (local affiliate). Executive Committee members shall not be elected at large, but rather, be elected by members within representation areas of the state on a basis of one Executive Committee member for each 10 members or major fraction thereof. (NOTE: The establishment of the number of executive committee members shall be determined by the affiliate and is specifically mentioned in the Constitution.)
- Section 2.** The Executive Committee shall consist of the parties as per Section 1 of this Article, and it shall be the agency through which the general administrative and executive functions of the (local affiliate) shall be carried out.
- Section 3.** The terms of office, specific duties, and election procedures for all members of the Executive Committee shall be provided in the Bylaws and shall be in accordance with the NSO Constitution and Bylaws.
- Section 4.** The Executive Committee shall have the authority to assess all members an amount not to exceed twice (2X) the annual dues during any single membership year in order to meet unusual financial demands placed upon the (local affiliate) or its members. Assessments shall require a two-thirds (2/3) vote of the general membership.
- Section 5.** The Executive Committee shall have the power to establish and implement disciplinary procedures for the members consistent with the (local affiliate) Constitution and Bylaws.
- Section 6.** Members of the Executive Committee of the (local affiliate) shall serve their terms so long as they satisfactorily perform the duties of their office.

Where an Executive Committee member is guilty of misconduct, such member may be removed for cause (shown after notice and hearing) and a majority vote of the general membership of the (local affiliate).

- a. Recommendation for recall can be made by the submission of a petition containing the signatures of twenty (20%) percent of the membership of the (local affiliate) to the Executive Committee.
- b. The Executive Committee shall notify in writing any Executive Committee member who has been recommended for recall.
- c. Any Executive Committee member may appeal in writing to the Executive Committee.

- d. The Executive Committee shall schedule hearings, whenever necessary, to review the recommendations of recall of an officer.
- e. The report by the Executive Committee of those hearings shall be made available to the membership of the (local affiliate).
- f. A mail ballot of the membership of the (local affiliate) shall be taken two (2) weeks after the issuance of the report by the Executive Committee.
- g. Such recall shall be determined by majority vote of the valid ballots cast by the membership of the (local affiliate).

Section 7. Nothing in this Article shall be construed as precluding officers from succeeding themselves in office, if duly elected.

Section 8. In the event of a vacancy in the office of President, the Vice President shall succeed to the office of President, and that individual shall serve until the next annual election.

Section 9. The President shall have authority to make interpretations of this Constitution, subject to review and approval by the (local affiliate) Executive Committee.

Section 10. **(REQUIRED PROVISION)** Except to the extent specified in the NSO Constitution, no officer of the (local affiliate) shall have the power to act as agent for or otherwise bind the NSO in any way whatsoever. No member or group of members or other person or persons shall have the power to act on behalf of or otherwise bind the (local affiliate) except to the extent specifically authorized by the President of the (local affiliate) or by the Executive Committee of the (local affiliate).

ARTICLE VIII Nomination of Officers

Section 1. The President, with the advice and consent of the Executive Committee, shall appoint an election committee of ____ members who shall accept nominations for office for the May meeting of the (local affiliate) general membership. Other candidates for office shall present petitions signed by at least three (3) members. Each nominee must be a member in good standing of the (local affiliate) and give his/her written consent to appear on the ballot.

Section 2. In addition to the provisions of Section 1 hereof, nominations from the floor shall be called for and received at the May general membership meeting, provided the nominees are members in good standing of the (local affiliate).

ARTICLE IX Election of Delegates to the NSO Representative Assembly

- Section 1.** Delegates to the NSO Representative Assembly shall be elected by secret ballot by the members of the *(local affiliate)* in accordance with provisions of the NSO Constitution and Bylaws and the Labor-Management Reporting and Disclosure Act (LMRDA).
- Section 2.** Additionally, runners up shall serve as alternates in order of the highest vote-getter to the lowest vote-getter.
- Section 3.** The President of the *(local affiliate)* shall serve as delegate by virtue of office.
- Section 4** Delegates and alternates shall serve a term of *(to be determined by the affiliate, but no more than a two-year term)* year. Nothing in this Article shall be construed as precluding delegates and alternates from succeeding themselves in office, if duly elected.

ARTICLE X
Member in Good Standing

- Section 1.** "Member" or "member in good standing" includes any person who has fulfilled the requirements for membership or affiliation in the *(local affiliate)*, and who neither has voluntarily withdrawn from membership nor has been expelled or suspended from membership after appropriate proceedings consistent with lawful provisions of the Constitution and Bylaws of the *(local affiliate)*.
- Section 2.** The following shall constitute the basis for the filing of charges that a member is not in Good Standing:
- a. Violation of any provision of the *(local affiliate)* Constitution, Bylaws or duly adopted interpretation of the *(local affiliate)* Constitution or Bylaws.
 - b. Misappropriation, embezzlement, or improper or illegal use of *(local affiliate)* funds.
 - c. Any action by any *(local affiliate)* officer or authorized representative of *(local affiliate)* which results in the unauthorized expenditure of funds from the *(local affiliate)*.
 - d. Acting in collusion with management to the detriment of the welfare of the *(local affiliate)* or its membership.
 - e. Refusal to carry out legally authorized decisions of the *(local affiliate)* Executive Committee or general membership.
 - f. Instituting or urging others to institute action outside the *(local affiliate)*, against the *(local affiliate)*, against the National Staff Organization, or against any officer of the *(local affiliate)* without first exhausting all internal remedies within the *(local affiliate)*, provided that nothing in the foregoing shall diminish a member's rights to seek recourse under protections afforded by the LMRDA.

- g. Using the name of the National Staff Organization or of the (local affiliate) in an unauthorized manner or for an unauthorized purpose.
- h. Obtaining membership through fraud or misrepresentation.
- i. Deliberately interfering with any official of the National Staff Organization or of the (local affiliate) in the discharge of such officials' lawful duties, including but not limited to the solicitation or acceptance of a bribe or the acceptance of any gift of more than nominal value from any employer, member, group of members or employee of the Organization, or from any person or firm that has or is seeking to establish a business relationship with the NSO or the (local affiliate).
- j. Conviction of a crime which, under the Labor Management Reporting and Disclosure Act, would disqualify the person from membership.
- k. Knowingly submitting a false membership dues report or other financial or audit report to the National Staff Organization or the (local affiliate), or knowingly and intentionally making any false financial report or statement to any lawfully constituted body at any level of the (local affiliate).

Section 3. Hearing(s) on any charge(s) made against a member or affiliate pursuant to this Article shall be conducted in accordance with the provisions of Article XIII, Hearing Procedures.

ARTICLE XI Coordinated Bargaining Council

Section 1. The (local affiliate) shall join and participate in the NSO Coordinated Bargaining Council in accordance with the NSO Constitution and Bylaws.

ARTICLE XII Hearing Procedures

Section 1. Any individual member of the (local affiliate) may file charges for any reason specified in this Constitution against any member or (local affiliate).

Section 2. Procedures for conducting a hearing pursuant to this Article shall be established by the (local affiliate) Executive Committee and shall be attached to this Constitution and Bylaws as an Appendix.

Section 3. Changes and/or revisions to the Hearing Procedures established separately from the Constitution and Bylaws and shall be the responsibility and authority of the Executive Committee, subject to review and approval of the general membership of the (local affiliate).

ARTICLE XIII

Exhaustion of Remedies

Every member against whom charges have been preferred or disciplinary action taken as a result thereof, or against whom adverse rulings or decisions have been rendered or who claims to be aggrieved, shall be obliged to first exhaust all remedies provided for in the *(local affiliate)* Constitution and Bylaws and following the NSO Constitution and Bylaws before resorting to any court, tribunal or agency against the *(local affiliate)*, the NSO, or any officer or employee thereof. The duty to exhaust shall not limit, abrogate, interfere with, or contravene rights guaranteed to seek redress under the LMRDA and/or an administrative agency or court of competent jurisdiction.

ARTICLE XIV Rules of Order

Robert's Rules of Order, Revised, shall be authority on parliamentary procedure at any meeting of the duly constituted bodies of the *(local affiliate)*.

ARTICLE XV Amendments

Section 1. Amendments to this Constitution may be introduced by the Executive Committee or by petition of not less than ten (10) members to the Executive Committee.

All proposed amendments to the Constitution shall be sent to the general membership at least thirty (30) days prior to mail voting on the proposed amendments. A two-thirds (2/3) vote of the general membership voting on the issue shall be required to adopt proposed amendments.

Section 2. The Bylaws may be amended by majority of the general membership voting on the issue.

BYLAWS

ARTICLE I Terms of Office

Section 1. All officers and Executive Committee members shall be elected for a two (2) year period which shall commence September 1 through August 31.

ARTICLE II Elections and Vacancies

Section 1. Officers and Executive Committee members of the *(local affiliate)* shall be elected by secret ballot in accordance with provisions of the Labor-Management Reporting and Disclosure Act and guidelines recommended by the Department of Labor.

A. Officers shall be elected in even-numbered years.

B. Executive Committee members shall be elected for two year terms in odd-numbered years.

Section 2. Officers members shall be elected by a majority vote of the members voting. If, in any case, no candidate receives a majority vote for a particular office, there shall immediately be a run-off election between the two (2) candidates for that office receiving the highest number of votes on the first ballot. Executive Committee members shall be elected by majority with an immediate run-off of the two candidates receiving more votes than other candidate(s) shall be held, if necessary, to determine a majority.

Section 3. In the event of a vacancy in the office of President, at the first Executive Committee meeting after the election, the Executive Committee shall elect one (1) of the two (2) Vice-President(s) to assume that office, or to act in the absence of the President, until the next annual election.

In the event of a vacancy in any other position, the Executive Committee shall appoint a member to the position to serve until the next annual election.

Section 4. Disputes regarding the eligibility of any candidate for elective office, the results, conduct or appropriateness of any election, may be raised by any member. Any question or dispute about any election or procedure involving an election shall be in writing to the Executive Committee within thirty (30) days of the election. The question shall be reviewed and determined by a special Committee consisting of five (5) members elected from the Executive Committee. The special Committee shall review the matter and send a written ruling within sixty (60) days to the President. The Committee's ruling shall be final.

ARTICLE III Duties of Officers

Section 1. The President shall preside at all official meetings of the *(local affiliate)* and shall perform such duties as are customarily associated with the office.

Section 2. The President shall prepare and submit an annual report on the *(local affiliate)* activities to the annual meeting.

Section 3. The President shall select and/or discharge all committee members with the approval of the Executive Committee and shall serve as an ex-officio member of all committees other than the elections committee.

- Section 4.** The Vice-President shall act in the absence of the President and shall succeed to the presidency in the event the office becomes vacant in accordance with provisions of these Bylaws.
- Section 5.** The Secretary shall be responsible for records of all correspondence and meetings of the Executive Committee and annual general membership meeting. They shall gather appropriate annual data and be custodian of all files of the *(local affiliate)*. The Secretary shall annually submit to the NSO Treasurer a complete list of names and addresses of all officers and members, and the terms of office for officers and executive committee members. Additionally, the names, addresses and terms of office of newly elected officers shall be reported to the NSO Secretary within thirty (30) days of being elected.
- Section 6.** The Treasurer shall be responsible for the collection of dues and assessments, pay all bills as approved in the budget, make a monthly report to the Executive Committee, and make an annual report to the membership. They shall operate under rules and policies established by the Executive Committee. The Treasurer shall prepare appropriate information to be filed with the Secretary of Labor and the Internal Revenue Service annually with a copy to be sent to the National Staff Organization. They shall prepare an annual financial statement, which shall be distributed to the general membership.
- Section 7.** All officers of the *(local affiliate)* who handle funds or other property of the Organization shall be covered by fidelity bonds having a value of at least ten (10%) percent of the funds handled by each of them during the preceding fiscal year.
- Section 8.** In addition to the duties referenced in the Sections of this Article above, the officers shall perform additional duties as may be necessary to conduct the affairs of the Organization.

ARTICLE IV
Duties of the Executive Committee

- Section 1.** The Executive Committee shall conduct, manage, and control the affairs and business of the *(local affiliate)*, including interpretation of this Constitution and Bylaws between general membership meetings except as otherwise provided herein.
- Section 2.** The Executive Committee shall prepare and submit a budget and proposed dues for approval at the annual meeting of the membership of the *(local affiliate)*.
- Section 3.** The Executive Committee shall implement motions and resolutions approved by the general membership and may devise and put into operation other measures not inconsistent with the objectives of the *(local affiliate)*; it shall fix the time and shall make all necessary arrangements for the general membership meeting(s).
- Section 4.** The Executive Committee shall have the power by reason of a national emergency or natural calamity, to suspend or eliminate any meeting of the general membership or Executive Committee.

Section 5. The Executive Committee shall establish and/or disband all standing or special committees and review the activities of all such committees.

**ARTICLE V
Dues**

The dues for members of the (local affiliate) shall be established by Executive Committee with approval of the general membership.

**ARTICLE VI
Membership and Fiscal Year**

The membership and fiscal year shall be September 1 through August 31.

**ARTICLE VII
Quorum**

Section 1. A quorum for the Executive Committee and all committees shall consist of a majority of those elected and/or appointed to that body.

Section 2. A quorum for the general membership meeting shall be a majority of those present and voting, unless otherwise specified in this Constitution and Bylaws of the (local affiliate).

(local affiliate)

--Appendix to the Constitution and Bylaws--

**PROCEDURES FOR CONDUCTING A HEARING
PURSUANT TO ARTICLE XIII OF THE (local affiliate) CONSTITUTION**

- 1. Filing of Charges:** Charges under Article XIII of the (local affiliate) Constitution shall be in writing and filed in duplicate with the (local affiliate) Executive Committee or President, who shall, by inspection, determine whether they be of a nature to justify trial. The (local affiliate) President may return any charges so filed for amendment or for such additional explanation or specification as the President deems proper. If, in the Executive Committee's or President's opinion, the charges be such as to justify a trial the President shall, without unnecessary delay, arrange for a trial by the Executive Committee to be conducted in one (1) of two (2) forms described in the next succeeding section, the particular form to be determined by the President, provided, however, if it is a (local affiliate) officer against whom charges have been filed, they shall be tried by the (local affiliate) Executive Committee.
- 2. Trial Procedures:** Trials by the Executive Committee under the last preceding section may be (1) upon testimony and evidence heard by the Executive Committee in formal session, or (2) testimony and evidence taken by a (local affiliate) representative and reported to the members of the Executive Committee. If the method last named be selected, the President shall appoint a

Representative, who shall take the testimony of accuser and accused as well as of any other witnesses whose testimony shall be requested by either of the above parties or deemed necessary by the *(local affiliate)* representative. As soon as practicable after completing the taking of evidence, the Representative shall report the same to the *(local affiliate)* Secretary with a definite statement of the Representative's conclusions and recommendations thereon. Such report, conclusions and recommendations shall be submitted to each member of the Executive Committee and said Committee may thereupon either in formal session or by an order signed by a majority of the Executive Committee, though not in session, make its findings upon the case, and in case of conviction, pass sentence.

The accused, if convicted, may appeal within one (1) year after date of such conviction to the Executive Committee, and if the decision of that body be adverse, to the next general membership meeting, but no appeal shall suspend operation of the decision appealed from, and if the convicted shall fail or refuse to comply with such decision, the body to which an appeal has been taken shall require such compliance as a condition precedent to hearing and determination of the appeal.

In any trial before the Executive Committee and upon any appeal the accused, whether or not the accused be present in person, may be represented by counsel; provided that no one shall act as counsel who is not a member in good standing of the *(local affiliate)*.

3. **Written Charges:** Charges shall be in writing and shall be signed by the member or members bringing the charges. The charges shall be specific, citing in detail the nature, the date, and the circumstances of the alleged offense and where a violation of a constitutional provision is alleged, the specific section shall be cited, along with the specific act or failure to act which constitutes the alleged violation. The charges shall be filed with the Secretary of the trial body or if the Secretary of such trial body is a directly interested party, with the presiding officer of the trial body.
4. **Recording of Hearings:** The Executive Committee or its designee sub-panel shall fix the date, time and place for the trial, in such manner as to afford the maximum convenience to both the accused and the accuser practical under all the circumstances except as otherwise specifically provided in the Constitution, it shall not be necessary to maintain a verbatim record of the trial unless request for such record is made by a directly interested part to the proceedings. If such request is made, the party making the request shall be responsible for the cost of such record and of three (3) copies of the transcript, one (1) of which shall be furnished to the trial body and one (1) to the opposing party. The reporter shall attach an affidavit to each copy of the transcript stating that it is a true and accurate record of the evidence taken at the trial.
5. **Rights of Accused Person:** The accused person shall be guaranteed the following rights:
 - a. The right to be served personally with, or to have forwarded by certified mail to the accused person's current address, return receipt requested, a full copy of the charges within fifteen (15) days after they are filed and to receive a copy at least thirty (30) days before the trial date.
 - b. The right to file a written answer to the charge.

- c. The right to be tried within sixty (60) days after having been personally served, or sixty-three (63) calendar days after having been forwarded a copy of the charge(s) as provided in the Constitution,
- d. The right to have at least fifteen (15) days advance notice of the date, time, and place of the trial.
- e. The right to confront the accuser.
- f. The right to cross-examine the accuser and any witnesses.
- g. The right to present witnesses in the accused person's behalf.
- h. The right to compel the production of (local affiliate) records pertinent to the case.
- i. The right to choose a (local affiliate) member to act as the accused person's counsel in the case.
- j. The right to be presumed innocent unless proven guilty.
- k. The right to refuse to testify: provided, however, that this right shall not include the right to refuse to produce at trial any papers, books, or financial or other records which are the property of the (local affiliate) and which are pertinent to the case.
- l. The right to appeal, in the manner hereafter provided.
- m. The right to choose either an open or closed hearing.

6. Rights of Charging Person(s): The person bringing the charges shall be guaranteed the following rights:

- a. The right to receive a copy of any written answer to the charge, which may be filed by the accused at the time such answer, is filed.
- b. The right to have the initial trial body convened no later than seventy-eight (78) calendar days after the charge(s) have been filed.
- c. The right to have at least fifteen (15) days advance notice of the date, time, and place of the trial.
- d. The right to give personal testimony.
- e. The right to present the testimony of others and to cross-examine witnesses presented by the accused.
- f. The right to compel the production of (local affiliate) records pertinent to the case.
- g. The right to choose a person to act as the charging party's counsel in the case.

- h. The right to appeal, in the manner hereafter provided.
- 7. Obligations of Charging Person(s):** The person bringing the charges shall be under the following obligations:
- a. To file the original charge in sufficient detail as to afford the accused person full opportunity to prepare a defense.
 - b. To appear in person at the trial.
 - c. To assume the burden of proof.
- 8. Penalties:** An Executive Committee trial body may, if it finds the accused person guilty, assess any one (1) or more of the following penalties:
- a. A formal reprimand accompanied by a formal warning against any repetition of the act or acts of which the accused is found guilty.
 - b. A fine in an amount not to exceed one (1) year's dues, to be paid to the (local affiliate) .
 - c. Full or partial restitution, where the consequences of the offense can be measured in material terms.
 - d. Removal from office in the (local affiliate).
 - e. Suspension from the right to hold any elected position for a period not to exceed four (4) years.
 - f. Suspension from the right to hold or seek any elected position at any level office for a period not to exceed four (4) years.
 - g. Suspension from membership for a specified period of time, not to exceed two (2) years.
 - h. Expulsion from membership.
- 9. Penalties Against Charging Party (ies)--Malice:** If the charges are not sustained, and the Executive Committee trial body is convinced that the charges were not brought in good faith or were actuated by malice, the trial body or the appellate body may impose such penalty on the charging party as in its judgment is deemed proper under the circumstances. In any case, the party against whom the penalty is imposed shall have the right to appeal the imposition of the penalty in the manner provided for other appeals, beginning at the level immediately above the trial or appellate level at which the penalty was imposed, and no such penalty shall take effect while an appeal of such penalty is pending.
- 10. Decision:** All decisions must be rendered by the trial body within thirty (30) days following completion of the trial, except by mutual consent of the accuser and the accused. Such decision

shall be in writing and shall be transmitted by certified mail, return receipt requested, to the person bringing the charge and to the accused simultaneously.

- 11. Appeal to (local affiliate) General Membership:** Where the appeal is made to the (local affiliate) general membership, the general membership shall proceed, in the manner described for the hearing of original charges to hear such appeal; provided, however, that the general membership trial body may, in its discretion, hear the appeal on the record established at the Executive Committee level as a new case at its option.

EXHAUSTION OF REMEDIES

- 1. Exhaustion of Remedies in (local affiliate) Constitution:** Every member, officer or other subordinate body against whom charges have been preferred and disciplinary action taken as a result thereof, or against whom adverse rulings or decisions have been rendered or who claims to be aggrieved, shall be obliged to exhaust all remedies provided for in the (local affiliate) Constitution and in the NSO Constitution before resorting to any court, tribunal or agency against the (local affiliate) or the National Staff Organization, any subordinate body or any officer or employee thereof. The duty to exhaust shall not limit, abrogate, interfere with, or contravene rights guaranteed to seek redress under the LMRDA and/or an administrative agency or court of competent jurisdiction.
- 2. Appeal to Court of Law:** Where a member resorts to a court of law and loses its cause therein, all costs and expenses incurred by (local affiliate) may be assessed against such member, in the nature of a fine, subject to all penalties applicable where fines remain unpaid.
- 3. Right to Appeals Procedure:** The appeals procedure provided herein is also available to and must be followed by any active or inactive member, who is aggrieved by any decision, ruling, opinion or action of the (local affiliate), membership, officers, or Executive Committee, excluding collective bargaining matters.
- 4. Timely Rendering of Decisions:** Unless otherwise provided herein, such as in emergencies or trusteeships, all decisions following trials or hearing should be made and rendered within sixty (60) days of the date the hearing or trial commenced, unless otherwise ordered by the Executive Committee. This time requirement shall not be mandatory, but is only directory.
- 5. Decisions Full Force and Effect/Appeal:** Decisions of a trial body shall be in full force and effect from the date of the decision until and unless reversed or modified by an appellate body at a higher level; provided, however, that, except in matters subject to trusteeships, any appellate body, upon receiving a notice of appeal, may order a delay in the carrying out of any penalty which has been assessed pending its hearing and disposition of the appeal.



Officers and Executive Committee Positions Responsibilities/Expectations

President

Preside at all official meetings of NSO (minimum of four Executive Committee meetings, one annual Representative Assembly, officer meetings as necessary) and perform duties customarily associated with the office. Prepare and submit an annual report on NSO activities to the Representative Assembly. Select committee members with approval of Executive Committee and serves as ex-officio member of all committees other than the elections committee. Acts as official NSO representative with NEA and other organizations including outside contacts for financial services for members, etc. Assists all other officers and executive committee members in the discharge of their duties including arranging meeting sites, facilitates bargaining and training assistance, including on-site assistance, develops budget and financial assistance, coordinates CBC programs, etc.

Weekly time commitment: Approximately 10-16 hours

Minimum annual leave time: Approximately 45 days (not including on-site assistance)

Vice President for Defense

Provides advice on contract/employment-related matters. Approves requests for on-site assistance; secures advocates as required; approves financial assistance in accordance with NSO guidelines; works closely with MicroSearch Corporation to update staff arbitration database; maintains Arbitrator Evaluation Service; acts as official NSO representative in securing legal assistance as prior approved. Attends minimum of four Executive Committee meetings (four days including travel), one Representative Assembly (five days including travel) and officer meetings (as required). Provides on-site assistance in grievance processing/arbitration; provides training assistance in grievance processing/arbitration as well as other areas.

Weekly time commitment: Approximately 10-17 hours

Minimum annual leave time: Approximately 27-35 days (not including on-site assistance)

Vice President for Program

Prior approves, plans and secures trainers for all NSO-sponsored local affiliate training as well as the annual Winter Advocacy Retreat. Prior approves and secures on-site assistance in bargaining/crisis and NSO Crisis Investigations. Plans Representative Assembly program and speakers; prepares report on Program areas for RA. Approves and secures teams to facilitate NSO Crisis Investigations, NSO Internal Dispute Policy, etc. Approves financial assistance to affiliates except for Grievance/Arbitration services. Chairs/co-chairs and attends NSO Committees such as CBC Task Force, Associate Staff, NSO Goal Setting, etc. Attends minimum of four Executive Committee meetings (four days including travel), one Representative Assembly (five days including travel), and officer meetings (as required). Provides on-site

advocacy and training assistance to affiliates. Represents NSO as directed by the President before NEA and outside groups such as International Congress of Staff Unions, etc.

Weekly time commitment: Approximately 5-10 hours

Minimum annual leave time: Approximately 31 days (not including on-site assistance)

Secretary

Responsible for records of all correspondence and meetings of the Executive Committee and Representative Assembly, officers' and other meetings as required. Gathers appropriate annual data for RA and is custodian of all files of the organization. Maintains mailing lists of local affiliates' presidents for communication and election mailings. Serves as the meeting planner for the RA, Winter Advocacy Retreat, Leadership Academy and any national conferences/meetings including coordinating registration, trainer requirements, attendee materials designing/writing/printing Delegate Handbook, Handbook CD and Presidents Resource Guide, Retreat registration brochures, correspondence, etc. Assist affiliates with Landrum-Griffin requirements for officer elections, RA delegate elections, etc. Administers NSO Constitution and is the Executive Committee liaison to the Credentials Committee for the Representative Assembly. Attends a minimum of four Executive Committee meetings (four days including travel), one Representative Assembly (five days including travel), and officer meetings (as required). Provides on-site advocacy and training assistance to affiliates, as requested.

Weekly time commitment: Approximately 15-25 hours

Minimum annual leave time: Approximately 25-35 days (not including on-site assistance)

Treasurer

Prepares and presents an annual report to the membership. Prepares an annual financial statement distributed to the Representative Assembly; prepares quarterly financial statement distributed to the officers and executive committee. Maintains list of affiliates meeting electronic membership update requirements and collects LM forms from affiliates. Maintains membership data for dues/budget calculations. Prepares proposed annual budget and dues amounts. Advises and assists affiliates with local filing requirements for Department of Labor and Internal Revenue Service. Maintains bonding for NSO officers and local affiliate officers. Administers NSO investments. Attends a minimum of four Executive Committee meetings (four days including travel), one Representative Assembly (five days including travel), and officer meetings (as required). Provides on-site advocacy and training assistance to affiliates.

Weekly time commitment: Approximately 6-10 hours

Minimum annual leave time: Approximately 20-25 days (not including on-site assistance)

Regional Executive Committee Member

Assists affiliates in respective region for all NSO services; co-chairs CBC respective to region (usually meet 3-4 times annually, approximately two days each); may chair/co-chair or act as liaison to standing and/or special committees such as Research, Special Services, etc. Works with appropriate Vice President to assist affiliates in training, bargaining assistance, crisis investigations, grievance/arbitration assistance, internal dispute resolutions, etc. Provide quarterly regional report to Executive Committee. Attends a minimum of four Executive Committee meetings (four days including travel), one Representative Assembly (five days including travel), CBC meetings (as determined by CBC). Upon request, provides on-site advocacy and training assistance to affiliates.

Weekly time commitment: Approximately 4-6 hours

Minimum annual leave time: Approximately 18-22 days (not including on-site assistance)

At-Large Executive Committee Member

May be asked to assist in any/all regions as necessary; co-chairs CBC as assigned by President/Executive Committee; may chair/co-chair or act as liaison to standing and/or special committees such as Research, Special Services, etc. Works with appropriate Vice President to assist affiliates in training, bargaining assistance, crisis investigations, grievance/arbitration assistance, internal dispute resolutions, etc. Provide quarterly reports to Executive Committee. Attends a minimum of four Executive Committee meetings (four days including travel), one Representative Assembly (five days including travel), CBC meetings (as determined by CBC), Research or Special Services committee as assigned (two days including travel). Upon request, provides on site advocacy and training assistance to affiliates.

Weekly time commitment: Approximately 4-6 hours

Minimum annual leave time: Approximately 18-22 days (not including on-site assistance)



National Staff Organization

Audit Procedures

1. Reconcile all bank accounts for the beginning and end of the audit period.

- a. Checking Accounts – Most bank statements include instructions for reconciling the balance indicated on the balance recorded in the books. The usual method is to begin with the balance on the bank statement, subtracting outstanding checks (checks issued but not yet appearing on the bank statement) and adding deposits in transit (deposits recorded on records but not yet appearing on the bank statement).
- b. Savings Accounts – Be sure to include only the interest actually credited to the account as of the date of reconciliation.

Note: The beginning and ending cash balances after your reconciliation should be the same as the beginning and ending cash in banks on the LM report if the audit period is the same as the fiscal year. Now you have exactly what cash assets you started with and finished with.

2. Receipts:

- a. Test the mathematical accuracy of journal columns or checkbooks by re-adding the receipt amounts posted in the receipt journal or the deposit amounts added to the checkbook balance for a two (2) month period.
- b. Randomly select two (2) months and follow all receipts from the first record of entry to the deposit. Review the documentation (if any) associated with individual receipts.
- c. Test for the accuracy and propriety of miscellaneous income. Determine whether or not it is properly classified and recorded.
- d. Optional: Compare total bank deposits with total book receipts for audit period (if all interest, credit memos, deposits in transit, etc. have been accounted for, the totals should be equal).

3. Disbursements:

- a. Test the mathematical accuracy of journal columns or checkbooks by re-adding the disbursement amounts posted in the disbursement journal or the checks/withdrawals deducted from the checkbook for a two (2) month period.

- b. Account for numerical sequence of checks. Checks should be pre-numbered, in sequence, when ordered from the bank. Every number in the sequence must be accounted for, whether issued or voided.
- c. Select two (2) or three (3) months and check each disbursement for evidence of supporting documentation (copy of invoice, signed voucher for expenses, etc.) and for signature by authorized personnel.
- d. Optional: Compare total checks/withdrawals on the banks statements with total disbursements reflected in books (if all debit memos, service fees, outstanding checks, etc. have been accounted for, the totals should be equal).
- e. After the above steps, perform a cash reconciliation by taking the beginning cash, then add receipts and subtract disbursements. The result should equal the ending cash balance. Any differences should be resolved.

4. General:

- a. A complete set of financial statements should be available. Randomly select two (2) or three (3) months and compare the information on the financial statement with the recorded information in the journal/checkbook. If they do not agree, attempt to reconcile the difference and expand the test.
- b. If amounts have been recorded as receivable such as unpaid dues, rents, loans, etc., then these should be confirmed by the individual listed as owing them and the probability of collection. If deemed uncollectable, then the records should be adjusted accordingly.
- c. Expenses and related income must be recorded in the same accounting period. Therefore, invoices or vouchers received after the end of the fiscal year, but for expenses incurred prior to the end of the fiscal year must be recorded as payable at the close of the fiscal year.
- d. Review various reports filed with governmental units. Have they been filed in a timely manner and are they accurate?
- e. Determine compliance with Executive Board action and/or constitution regarding financial affairs. Confirm that directives have been followed. Note any transactions not covered by action of the authorizing body or bodies. Note actions or transactions not in compliance with constitutional requirements.

The Audit Committee should submit a written report with accompanying commentary related to each of the steps listed above.

(EC 9/25-26/97)



Harvard Trade Union Program Grant Agreement

This Grant Agreement is between the National Staff Organization (NSO) and the Grant Recipient (GR) and provides for repayment to NSO of scholarship funds expended on behalf of any Grant Recipient who attends, at NSO expense, the Harvard Trade Union Program (HTUP) as follows:

1. A copy of this signed Agreement shall be deemed a duplicate original.
2. The HTUP Grant Recipient, by his/her signature, promises to repay the NSO dollar-for-dollar for any NSO scholarship payments to HTUP expended on the Grant Recipient's behalf to attend HTUP in the event Grant Recipient terminates his/her employment/ or NSO membership within three (3) consecutive years immediately following attendance at the HTUP.
3. The NSO shall be the sole judge as to whether the HTUP Grant Recipient's actions are in breach of the Paragraph 2 three (3)-year time period above. Circumstances which do not constitute breach of Paragraph 2 are death, involuntary discharge, involuntary layoff, military leave and work or non-work injury preventing candidate from rendering HTUP leadership services to their bargaining unit. There may within the three (3)-year period be other causes which excuse repayment. Any such justification absolving repayment shall be determined by the NSO Executive Committee.
4. Consideration for this promise and agreement to repay NSO is the expectation that the HTUP Scholarship Recipient return to the workplace and render leadership services to the affiliate and its members based upon NSO-paid attendance at the HTUP.

Entered into this day _____ of _____, 20_____.

NATIONAL STAFF ORGANIZATION (NSO)

HTUP SCHOLARSHIP RECIPIENT

By: _____
(Name)

By: _____
(HTUP Scholarship Recipient Name)

(NSO Title)

Date: _____

Date: _____



John Warms Legend Award

Nomination Form

Nominee Name: _____

NSO Affiliate: _____ E-Mail address: _____

Phone: _____ (cell/home) Work phone: _____

Number of Years as a NSO Member: _____

Nominated by: _____ Date: _____

The candidate must be an active member and meet all of the following criteria. A written narrative must accompany the nomination, describing how the nominee the following criteria:

- Demonstrate the ideals and union values of John Warms.
- Showcase the relevance of union advocacy and engagement.
- Role model who demonstrates the impact of volunteer union service as a way to address the challenges of NSO affiliates and members.
- Has endeavored to change the landscape with respect to our issues.
- Eligible candidates must be living union members
- Core Values language

Nomination Checklist of Required Documentation:

Nomination Form: _____ Supporting documentation: (no more than 3 pages) _____

Three (3) Letters of support: _____ 1 page statement of worthiness: _____

Contact Person for Further Information: _____

Contact Person's Telephone Numbers: _____

Signature: _____

Please scan all documents and send to:

NSO Secretary

secretary@nationalstaff.org

If you would prefer to submit a hard copy of the nomination form and supporting documents, please contact the NSO Secretary for a USPS address.

NOTE: All completed forms must be mailed to NSO Secretary no later than March 1st. LATE NOMINATIONS WILL NOT BE ACCEPTED



Arbitration Subsidy Form

<u>Arbitration Subsidy Request</u>	<u>Enclosed</u>	<u>Not Applicable</u>
1. AAA Demand for Arbitration Form (if applicable)	_____	_____
2. Arbitrator's Award	_____	_____
3. Arbitrator's Bill	_____	_____
4. Any other Applicable Bills	_____	_____
5. NSO Arbitrator Evaluation Form	_____	_____

Make NSO subsidy check payable to:

NSO Affiliate _____

Mailing Address _____

_____ State _____ Zip _____

If any materials are not enclosed, please explain:

Submit an electronic copy of all requested materials, including this form, to the NSO VP Defense at vpdefense@nationalstaff.org, with a copy to the NSO Treasurer at treasurer@nationalstaff.org, not more than forty-five (45) days following receipt of the arbitrator's award.



Arbitrator Evaluation Form

Name of arbitrator: _____

AAA Case No. _____

NSO Affiliate: _____

Advocate: _____

THE HEARING

The hearing was: ___ Informal ___ Average ___ Formal

Attitude toward evidence was ___ Informal ___ Average ___ Formal

Attitude toward testimony was ___ Informal ___ Average ___ Formal

Requires post hearing briefs ___ Yes ___ No

COSTS

For the issue involved and the specific case the charges were:

___ Low ___ Average ___ Excessive

If excessive, please explain:

The facts and contract language related to the case were:

___ Weak ___ 50-50 ___ Strong

The quality of the rationale in the award was:

___ Poor ___ Questionable ___ Average ___ Good ___ Excellent

The relationship between the rationale and the award was:

___ Poor ___ Questionable ___ Average ___ Good ___ Excellent

THE ARBITRATOR

General Assessment:

___ Poor ___ Questionable ___ Average ___ Good ___ Excellent

11. Comments:

12. I would highly recommend this arbitrator for the following reasons:

13. I would *discourage* use of this arbitrator for the following issues: