

# **SEIU**

# **Local 1 Canada**

# **CONSTITUTION**

Adopted on September 20, 2007



[www.seiulocal1.org](http://www.seiulocal1.org)

Service Employees International Union Canada CLC

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# TABLE OF CONTENTS

ARTICLE		PAGE
1	Name.....	1
2	Jurisdiction, Objective, Vision Statement .....	1
3	Membership .....	3
4	Officers, Executive Board and Trustees.....	4
5	Duties of Officers, Executive Board, Trustees, Sargeant-at-Arms and Division Vice-President .....	7
6	Local 1 Canada Convention.....	11
7	Membership Meetings.....	11
8	Fees, Dues & Assessments .....	12
9	Collective Bargaining.....	14
10	Strikes and Lockouts .....	15
11	Affiliations.....	15
12	Committees.....	15
13	Quorum .....	16
14	Dissolution.....	16
15	Property Rights.....	17
16	Amendments and Relation to International Constitution .....	17
17	Procedure and Debate .....	17
18	Paid Staff.....	17
19	Effective Date.....	18
20	Charges and Appeals.....	18
	Appendix A Regional Maps .....	20
	Appendix B RPN Division Constitution and Bylaws .....	30

# **CONSTITUTION**

## **SERVICE EMPLOYEES INTERNATIONAL UNION**

### **LOCAL 1 Canada**

#### **ARTICLE 1**

##### **Name**

1.1 This organization shall be known as Service Employees International Union Local 1 CANADA of the Service Employees International Union, CLC.

#### **ARTICLE 2**

##### **Jurisdiction, Objective, Vision Statement**

2.1 This Local Union shall have such jurisdiction for workers in Ontario in SEIU's jurisdiction, except those employed in the gaming industry, including race tracks and casinos, and otherwise as granted and approved from time to time by the International Union in accordance with the International Constitution and Bylaws.

#### **2.2 *SEIU Local 1 Canada Vision Statement***

(a) In 2003, six proud SEIU local unions in Ontario come together to form a single, united local: SEIU Local 1 Canada. Our vision for our new local is based on the notion of synergy-our new local will be more than the sum of its parts:

- we will operate from a clear and strategic sense of direction-direction from this membership driven local;
- we will become a powerful force to be reckoned with in organizing, bargaining and political action;
- active and informed members will be our foundation. Because of our accomplishments as a local and the respect with which we are held in our communities, the labour movement and throughout the province, our members will be proud to be Local 1 members;
- Our province wide local will combine the benefits of size and resources with accessibility to members. We will centralize resources and systems to be effective and efficient. At the same time, we will be available and accountable to our members in all aspects of our regionally based operations. Through all of our activities, we will combine respect for and involvement of our diverse membership with effective unity of purpose and effort;
- our strength will be based on growth-on increasing density in the health care and community service sectors and on integrated programs of bargaining and political action;

- in all our work we will be grounded in solid trade union principles of solidarity, unity, dignity and democracy, of integrity, trust, fairness and equity;
  - We stand for progressive politics, with one foot planted firmly in the present struggle of our members, and the other planted in the future making the world a better place for our children and grandchildren. As part of our effort we will commit to involve youth as active members in our local.
- (b) The object of this Local Union shall be to develop a closer union and more complete organization of all wage earners under its jurisdiction, and to assist its members in obtaining adequate compensation for their labour and the general improvement of the conditions under which they work. It shall be the object and duty of this Local Union to organize its jurisdiction completely and fully. This Local Union shall, as an affiliate of the International Union, carry out all of the objects and purposes of the International Union.

### **2.3 *SEIU Member Bill of Rights and Responsibilities in the Union***

The right to have opinions heard and respected, to be informed of union activity, to be educated in union values and union skills.

The right to choose the leaders of the union in a fair and democratic manner.

The right to a full accounting of union dues and the proper stewardship over union resources.

The right to participate in the union's bargaining efforts and to approve union contracts.

The right to have members' concerns resolved in a fair and expeditious manner.

The responsibility to help build a strong and more effective labour movement, to support the organizing of unorganized workers, to help build a political voice for working people, and to stand up for one's co-workers and all workers.

The responsibility to be informed about the internal governance of the union and to participate in the conduct of the union's affairs.

The responsibility to contribute to the support of the union.

The responsibility to treat all workers and members fairly.

The responsibility to offer constructive criticism of the union.

### **2.4 *SEIU Member Bill of Rights and Responsibilities on the Job***

The right to have work that is worthwhile to society, personally satisfying to the worker, and which provides a decent standard of living, a healthy and safe workplace, and the maximum possible employment security.

The right to have a meaningful and protected voice in the design and execution of one's work and in the long-term planning by one's employer as well as the training necessary to take part in such planning.

The right to fair and equitable treatment on the job.

The right to share fairly in the gains of the employer.  
The right to participate fully in the work of the union on the scope, content and structure of one's job.  
The responsibility to participate in the union to expand the voice of workers on the job.  
The responsibility to give fully and fairly of one's talents and efforts on the job and to recognize the legitimate.

### **ARTICLE 3 Membership**

3.1 Any member of Local 1 CANADA who has paid their dues shall be a member in good standing

3.2 Any person employed in any employment over which this union claims or exercises jurisdiction or is employed by the local shall be eligible to be considered for membership.

3.3 This Local Union can with the approval of the International Union establish different categories of membership and rates of dues for persons represented and not represented by this Local Union for collective bargaining purposes including retired members and associate members.

3.4 There shall be no discrimination against any member, or any applicant for membership, by reason of race, creed, color, religion, gender, gender expression, sexual orientation, national origin, citizenship status, marital status, ancestry, age, or disability.

3.5 Every member, by virtue of his or her membership in this Local Union is obligated to adhere to and follow the terms of the International Constitution, the SEIU Canadian Council Constitution, and this Local Constitution, and the working rules promulgated in accordance with this Constitution, with respect to his or her rights, duties, privileges and immunities conferred by them and by statute. Each member shall faithfully carry out such duties and obligations and shall not interfere with the rights of fellow members.

3.6 Every member, by virtue of his or her membership in this Local Union authorizes this Local Union:

- (a) to act as his or her exclusive bargaining representative with full and exclusive power to execute agreements with his or her employer governing terms and conditions of employment authorizes this Local Union; and
- (b) to act for him or her and have final authority in presenting, processing, and

adjusting any grievance, difficulty, or dispute arising under any collective bargaining agreement or out of his or her employment with such employer, in such manner as this Local Union or its officers deem to be in the best interests of this Local Union.

This Local Union and its officers, union representatives, and agents may decline to process any such grievance, complaint, difficulty, or dispute, if in their discretion and judgment such grievance, complaint, or dispute lacks merit.

3.7 No member shall interfere with the elected officers or staff of this organization in the performance of their duties and each member shall, when requested, render such assistance and support in the performance of such duties as may be required of him or her, provided that this does not interfere with his or her individual rights as a member. Each member shall adhere to the terms and conditions of pertinent collective bargaining agreements and shall refrain from any conduct that would interfere with the performance by this Local Union of its legal or contractual obligations.

3.8 No member shall engage in dual unionism or espouse dual unionism or disaffiliation in the course of any meeting, or shall slander or libel this Local Union, its members, or its officers, and shall not be a party to any activity to secure the disestablishment of this Local Union as the collective bargaining agent for any employee.

#### **ARTICLE 4**

##### **Officers, Executive Board and Trustees**

4.1 The officers of this Local Union shall consist of a President, Secretary-Treasurer, and Executive Vice-President. The President, Secretary-Treasurer and the Executive Vice-President shall be full-time, paid positions.

4.2 This Local Union shall have an Executive Board consisting of the Three (3) officers, Four (4) Trustees, One (1) Sargeant-at-Arms, One Member at Large Division Vice Presidents, and Twenty-seven (27) members representing the membership as follows:

- Region 1 Thunder Bay and Algonquin Regions*
- Region 2 Northumberland Region*
- Region 3 Georgian Bay Region*
- Region 4 GTA Region*
- Region 5 Hamilton/Halton Regions*
- Region 6 Norfolk/Niagara Regions*
- Region 7 London and Southwestern Ontario Regions*

The description of the regional areas are contained in Appendix A.

Regions 1 to 3 and 5 to 7, shall be each entitled to three (3) positions on the Executive Board; Region 4 shall be entitled to a total of nine (9) positions on the Executive Board.

4.3 Eligibility for nominations and election to the Executive Board for Regions 1 to 7 require a candidate for this office be from an existing Local 1 Canada bargaining unit within the respective region in addition to other requirements for eligibility contained within the Constitution.

4.4 Effective in 2007 all officers, trustees, and executive board members shall be elected to 4 year terms of office.

4.5 No candidate including a prospective candidate for any office in the Local Union shall solicit or accept financial support or any other direct or indirect support of any kind from a non-member of SEIU.

4.6 Any member wishing to protest the election of any officer or executive board member must file a written complaint signed protest with elections/roll call committee within the time specified and at the place indicated in the rules of the Convention at which time the officer or executive board member was elected.

All rules of Convention and procedures that may govern the Convention will be available to all delegates prior to the commencement of Convention.

#### 4.7 ***Eligibility***

No person shall be eligible for nomination as an officer, member of the board, or any other office of the Local Union who has not been a member in continuously good standing for at least two (2) years immediately preceding the nomination and has, during all of that time, paid the full dues required for working members of the Local Union within each month when due. The International President may waive the foregoing requirement for good cause shown. Associate members and those retired members paying less than the full dues required for working members of the Local Union shall not be eligible for nomination as an officer, member of the executive board, or any other office in the Local Union.

To be eligible to run for any of the top three officer positions, the member must have served at least one full term on the Executive Board.

Proxy voting shall not be permitted in any election for an officer, member of the executive board, or any office in the Local Union.

Write in candidates shall not be permitted in any election for an officer, member of the executive board, or any other office in the Local Union, except if expressly approved by the International President upon request of the Local Union Executive Board.

4.8 No person who has been convicted of an indictable offence in Canada shall, in accordance with the provisions of applicable law, be eligible to hold office in this Local Union.

4.9 All officers and employees handling any monies of this Local Union shall be bonded in the amounts and the form required by applicable statutes, said bond or bonds to be procured immediately upon assuming office or employment, the premiums to be paid for by this Local Union. The International Secretary-Treasurer may direct the increase or decrease in the amount of the bond when he or she deems it advisable and may direct bonding of any Local Union not required by statute to obtain a bond.

#### 4.10 ***Delegates to Conferences and Conventions***

The Executive Board of the Local Union shall determine the number of delegates and alternates which shall represent it at conferences or conventions. Officers of the Local Union hereafter elected in conformity with applicable statutes shall by virtue of such election be considered to be eligible delegates to all conferences or conventions which may take place during their term of office, except the SEIU International Convention and the National Canadian Council Convention. If the total number of elected officers is greater than the number which the Local Union is permitted to send to a conference or convention other than the SEIU International Convention or Canadian Council Convention, then the officers shall attend as delegates in the order listed in Section 4.1 hereof. The four trustees are to be listed in descending order based on the number of votes each received in the last election. The President shall appoint all additional delegates.

#### 4.11 **Delegates to the SEIU International and Canadian Conventions**

All delegates to the SEIU International Convention and Canadian Council Conventions shall be elected by local wide nomination and secret ballot election. For the purpose of this election process the President shall appoint the election committee who will conduct the nomination and secret ballot election. The election committee shall notify all members thirty (30) days in advance of the nominations date of the nominations and election process.

To be eligible for election as a delegate, a candidate must have been a member in good standing for at least two (2) years immediately preceding the nomination and must have, during all of that time, paid the dues required for members of the Local Union within each month when due.

**ARTICLE 5**  
**Duties of Officers, Executive Board, Trustees, Sargeant-at-Arms and**  
**Division Vice President.**

**5.1 *President***

It shall be the duty of the President to preside at all meetings of this Local Union and to preserve order therein. The President shall appoint all committees, report at all meetings, ensure that the Local's responsibilities for collective bargaining and representation are carried out, sign all collective agreements and perform such other duties as may pertain to the office of the President. The President shall, when authorized by the Local Union, have the full power and authority to sign all contracts and agreements or any other documents for or on behalf of the Local Union.

The President shall have the authority to hire and fire staff as necessary, and to retain counsel, accountants, professional and other personnel as may be required to assist in the duties of the office and to fix their compensation.

The President shall be an ex-officio member of all committees with voice and vote in their deliberations.

The President shall appoint delegates to representative bodies, except where otherwise specified within this Constitution.

The President shall prepare a version of the Executive Board minutes for distribution to the Chief Stewards and general distribution to the membership.

**5.2 *Secretary-Treasurer***

It shall be the duty of the Secretary-Treasurer to assure that a correct record of all monies collected and expended is kept.

The Secretary-Treasurer shall submit his or her books and receipts to the International Union for their audit and approval when called upon to do so, and at the expiration of his or her official term of office shall turn over to his or her successor all moneys and property of the Local Union that may be in his or her possession.

All funds shall be deposited in a bank in the name of the Local Union, subject to an order signed by the President and the Secretary-Treasurer.

The Secretary-Treasurer shall keep all membership records and application cards, and shall send to the International Union and the SEIU Canadian Council an accurate record of the correct names and addresses, Social Insurance

numbers, e-mail address and phone number, if available for all members of the Local.

The Secretary-Treasurer shall promptly forward to the International Secretary-Treasurer copies of all annual audit reports and copies of all financial reports setting forth a statement of assets and liabilities and a statement of receipts and disbursements, which are required by law.

### **5.3 *Executive Vice-President***

The Executive Vice President will over see the meetings of the Executive Board when the President is absent.

It shall be the duties of the Executive Vice President to keep a correct and impartial account of the proceedings of each meeting of the Local Union and Executive Board.

The Executive Vice President shall ensure the notification to the Secretary-Treasurer of the International Union of the names and addresses of Officers, Executive Board Members and trustees within fifteen (15) days after the election.

The Executive Vice President shall ensure that a copy of the proposed changes to the Constitution is submitted to the International President for final approval.

The Executive Vice President shall work under the supervision of the President and shall perform such duties as are assigned to him or her by the President.

### **5.4 *Trustees***

The Trustees shall hold in trust in the name of the Local Union, as Trustees, all property of this Union not otherwise provided for.

The Trustees shall examine the books of the Secretary-Treasurer bi-monthly and report their findings on the same in writing, such report to be filed with the Executive Board. They shall attend to the bonding of the Secretary-Treasurer and all other officers and employees handling any monies of this Local Union, in accordance with the requirements of the Constitution and By-Laws of the International Union.

The Trustees of the Local Union shall form part of the Finance committee who shall present the budget annually for approval to the Executive Board.

On an annual basis the trustees shall make available a report on the budget to the Executive Board and the union membership.

Any expenditure not provided for in the current annual budget shall be reviewed and approved by the Trustees and the Executive Board.

### **5.5 Division Vice-President**

Divisions may be established from time to time with their own budget, constitution and bylaws.

Division chairs shall either be elected by their division or appointed by the President.

The Division can request a division levy or any general or special assessment which is approved by the procedures set out by the division

The division mandate and procedures to be followed are to be set out by the division meeting with the approval of the President

As of 2006 the RPN division is recognized as a division of SEIU Local 1 Canada  
By virtue of the election or appointment of the division chair they shall serve as a vice president of the division on the executive board as outlined in Article 4 of this constitution

### **5.6 Sargeant-at-Arms**

It shall be the duty of the Sargeant-at-Arms to assist the President at all official Executive Board Meetings to maintain order and proper conduct. The Sargeant-at-Arms will assist the Chair of Committees or Conferences with attendance records, assembly, order and conduct. The Sargeant at Arms will be a member of the Election and Credential Committees at the SEIU Local 1 Canada Convention and will assist the Parliamentarian as directed. The Sargeant-at-Arms will perform all other duties assigned by the President as required.

### **5.7 Local Executive Board**

The Executive Board shall manage and direct the affairs of the Local Union between conventions.

The Executive Board shall ensure compliance with the International Union Constitution and Bylaws, the SEIU Canadian Council Constitution, and the Local Union's rules, regulations, instructions, policies and decisions.

It shall report upon all matters which in its judgment require consideration by the Local Union or which may have been committed to the Executive Board. The Executive Board shall be further empowered to appropriate funds to defray necessary expenses. The Executive Board is charged with the adoption of the annual budget.

The Executive Board shall have the power to receive and hear complaints filed against any member or members (including determination of election protests) and act as trial body and to submit to the membership its findings and

recommendations. When a member of the Executive Board is an interested party or a witness to any proceeding, he or she shall be automatically disqualified from sitting as a member of the Trial Body.

The Executive Board shall meet bi-monthly, at a time, date and place determined by the President.

Special meetings of the Executive Board may be called by the President. Whenever a majority of the Executive Board requests the President to call a meeting thereof, it shall be mandatory upon him or her to do so.

A majority of the Executive Board shall constitute a quorum. The decisions of the Executive Board shall be decided by a majority vote of those members present.

### **5.8 *Executive Board Members Responsibilities***

1. Attend all assigned Board meetings;
2. Participate in standing committees of the Constitution to which they have been elected and/or appointed;
3. Preside over committees as assigned by the President;
4. Engage in strategic planning and policy;
5. Ensure at all times a united union voice on all matters;
6. Be aware of the needs of the members in their regional section and ensure those needs are brought to the attention of the Executive;
7. Maintain ongoing communications with the chief stewards in their region.
8. Submit reports on their regional activities at each Local 1 CANADA Executive Board meeting.
9. The Local Executive Board shall be responsible for reviewing and approving the Local Union budget, reviewing the financial reports of the trustees, adopting and assisting in the development and implementation of programmatic plans for the Union, receiving periodic reports from the Officers and the Executive Board, and such other tasks as it may from time to time be assigned by the President.

### **5.9 *Vacancies in Office***

In the event of a vacancy in the office of the President, occasioned by death, resignation, forfeiture or other causes the Secretary Treasurer shall assume the duties of the President. Vacancies in other elected office occasioned by death, resignation, forfeiture or other causes shall be appointed by the President.

5.10 If an Executive Board member misses three consecutive meetings without furnishing suitable reasons for absence satisfactory to the President, their position shall be declared vacant.

**ARTICLE 6**  
**Local 1 Canada Convention**

6.1 Conventions shall be held every four years and shall convene at such time and place as the Executive Board may determine.

6.2 The basis of regional representation at Convention shall be one (1) delegate for five hundred (500) members or less and one (1) additional delegate for every additional five hundred (500) members or major fraction thereof up to 5,000 members and then one additional delegate for every additional one thousand members or major fraction thereof. The Executive Board of this Local Union shall determine the number of delegates and the process for regional and divisional representation.

Membership count will be given not more than ninety (90) days prior but not less than thirty (30) days prior to the call of Convention. For the purposes of voting, the computation of membership for Local 1 Canada shall not include retired members paying less than the full dues required for the members of the Local Union and associate members.

**ARTICLE 7**  
**Membership Meetings**

7.1 Procedures for the conduct of the meetings shall be in accordance with this Constitution, Parliamentary procedure (Robert's rules of order) and policies passed by the membership of Local 1 Canada.

7.2 Special membership meetings of this Local may be called by the President or by a majority vote of the Local Executive Board upon reasonable notice to the membership. Any such notice shall specify the business to be brought before the membership and only the business so specified in the notice may be acted on at the meeting.

SEIU Local 1 Canada recognizes the policies mandated in these documents titled:

- Role of Chief Steward
- Role of Steward
- Code of Conduct
- SEIU Local 1 Canada Stewards Governance Policy
- Oath of Stewardship
- Election Process for SEIU Local 1 Canada Stewards

7.4 The Executive Board will determine each year a recompense in recognition of the dedication and work in representing the membership for all stewards and chief stewards.

## **ARTICLE 8**

### **Fees, Dues & Assessments**

8.1 The revenues of this Local Union shall be derived from monthly dues, fines and assessments, dues and such other sources as may be approved by the Executive Board.

8.2 The regular dues of this Local shall be as follows:

Full time dues shall be two (2) times the member's regular hourly rate of pay plus six (6) cents per hour worked for all regular hours of work, or as amended by a vote of the membership as per Article 8.9.

Part time dues shall be .31 cents per hour for all hours worked to a biweekly maximum of 1 times the member's regular hourly rate plus \$4.87 or as amended by the vote of the membership as per Article 8.9.

The dues rate for members paid on salary shall be the average monthly due paid by full time hourly paid members of the local. This rate shall be set annually by the finance committee.

Homecare members dues shall be .31 per hour worked to a biweekly maximum of 1 times the member's regular hourly rate plus \$4.87 or as amended by the vote of the membership as per Article 8.9.

Effective September 20 2007 the dues rates for members of any newly organized unit will be at the rate of 1.8% of the member's regular earnings.

Each member must pay the dues or assessments of this Local Union on or before the last day of the month in which the same are due and the Local Union must remit the member's per capita tax to the International Union and the SEIU Canadian Council not later than the last day of the month following the payment by the member.

8.3 Any new member shall have remitted to the union an initiation fee of 10.00. Any newly organized member will be subject to the same initiation fee to be remitted upon ratification of the first collective agreement.

#### **8.4 Minimum Dues**

The Dues of the Local Union shall be a minimum of \$11.00 per month, or as prescribed by the International Constitution.

## **8.5 Retired Members**

The dues for retired members as defined in this Constitution shall be three dollars (\$3.00) per month.

8.6 Any member failing to pay dues and assessments of the Local on or before the last day of the month in which the same are due shall stand automatically suspended as a member of the Union and from all rights and privileges of such membership. A suspended member must pay the Local Union all back dues and assessments before being readmitted to membership but in no event shall such readmission restore any privileges, death gratuities or other benefits.

## **8.7 Reduced dues Members**

The Dues for members who are on long term Disability, Pregnancy or Parental Leave or reduced income, as a result of Long Term Illness, shall have their dues reduced to the minimum dues as provided in this Constitution.

8.8 Life members are any members that were life members prior to May 2000 and will continue as life members.

8.9 When a member is laid-off from employment or is absent from work due to employer lockout or union-authorized strike for more than twenty days in any calendar month, such member will be credited for membership dues for the period of unemployment but not to exceed six months in any calendar year, provided Local Union policies regarding strikes is followed by the member.

In order to be eligible to receive credit for membership dues for the purposes of maintaining continuous good standing and death gratuity eligibility, a member shall be deemed to have been "laid-off from employment" where the loss of work is of an unanticipated nature and is for an indefinite period of time, due to cut-backs in production or services or other unforeseen circumstances. The provisions shall not apply where the loss of work is of an annual or otherwise regular nature.

8.10 Any increase in the rate of dues or fees or the levying of any general or special assessment, which have not been mandated by a Convention of the International Union, shall when required by applicable law be made only in accordance with the following procedure:

- (a) Reasonable notice shall be given by the Secretary-Treasurer to the delegates at least thirty (30) days prior to the Convention at which the

membership will consider the question of whether or not such dues, or reinstatement fees, general or special assessment, shall be changed or levied. The notice shall indicate that an increase or assessment is to be voted on.

- (b) Voting shall be by secret ballot of the members in good standing.
- (c) All dues increases require the approval of 2/3 of the membership who cast a ballot.

8.11 This Local Union shall pay per capita tax to the International Union for any person from whom the Local Union receives revenue, whether called dues or otherwise. This Local Union shall likewise pay any other obligations due to the International Union, and it shall have no right to pay any bills before it pays its full obligations to the International Union each month.

8.12 All records of this Local Union pertaining to income, disbursements and financial transactions of any kind whatsoever must be kept for a period of at least six (6) years or longer if required by applicable law.

8.13 Neither this Local Union nor any subdivision thereof, nor members or groups of members, including councils, conferences, leagues, clubs or any association composed of members of this Local Union, or subdivision thereof, shall in any manner, directly or indirectly, use, exploit or trade upon the name of the International Union, SEIU Canada, or affiliated body, or this Local Union, or any similar name or designation, nor in the name of SEIU Canada, the International Union, or affiliated body, nor in the name of this Local Union, levy or collect any taxes, dues, or other moneys, nor in the name of the International Union, or affiliated body, nor in the name of this Local Union, conduct any affair or any other activity, for the purpose of raising funds, including programs or soliciting advertising in any publication, either directly or indirectly, without first obtaining written permission from the International President of the International Union.

All of the aforesaid matters covered by this section, including without limitation, funds, solicitations, gifts and donations, collected in the name of the International Union, or SEIU Canada shall at all times be subject to audit by the International Union, and all books, records, and documents pertaining to matters covered by this section shall be available for inspection, copying and audit by the International Union.

## **ARTICLE 9 Collective Bargaining**

9.1 The results of any collective bargaining negotiations shall be subject to ratification by the members affected.

9.2 The Local 1 Canada head office, SEIU Canadian Council, and the International Union shall be notified in writing when any collective bargaining negotiations or memorandum of understanding have been concluded and be advised of the number of employees covered and the expiration date of the contract.

9.3 A true copy of all collective bargaining agreements and contracts entered into by this Local Union shall, immediately upon execution, be filed with the International Department of Research and Local 1 CANADA.

## **ARTICLE 10 Strikes and Lockouts**

### **10.1 *Strike Provisions***

Before a strike is called in a Bargaining Unit, all workers in the Bargaining Unit will, as far as possible, be given the opportunity to vote on the strike proposition by secret ballot.

10.2 In order to carry a strike vote and the strike call, the secret ballot vote must be carried by a 70% majority of those in the bargaining unit, or as prescribed by law or as directed by the President.

10.3 This Local Union shall not strike without previous notification to the International President, or, where prior notice is not practicable, without notification as soon as possible after commencement of the strike, in which notice this Local Union has stated that it has complied with all applicable notice requirements. If this Local Union fails to give such notice, the International President may withhold sanction for the strike called by this Local Union.

10.4 The Executive Board shall set the strike pay in all cases.

## **ARTICLE 11 Affiliations**

11.1 This Local Union shall affiliate with the Ontario Federation of Labour and labour councils, where these exist, and with the Canadian Council of SEIU.

## **ARTICLE 12 Committees**

12.1 The President may appoint committees as may be required from time to time to advise and to carry out the mission of the Local Union.

- Members of the committees will be appointed following each Local 1 Canada convention.
- Committees will formulate policies from time to time which will be presented to the executive Board for approval.
- The Union shall pay lost wages, per diem and transportations costs for members of the committee when attending committee meetings and/or activities.
- The Union promotes the use of conferencing technology in carrying out meetings of the committees to reduce costs.
- The President will not appoint a member to sit on more than two committees during President's four year term.

12.2 The Standing Committees of this Union shall consist of:

- Political Education Committee
- Human Rights Committee
- Education Committee
- Women's Committee
- WSIB and Health and Safety Committee
- Retirees Committee
- Youth Committee
- Organizing Committee
- Paramedic Committee
- Homecare Committee
- Community Service Committee
- And any other committees as the Union may from time to time deem advisable.

## **ARTICLE 13 Quorum**

13.1 A quorum shall consist of seven (7) members assembled at a regular or special meeting called in accordance with this Constitution, and they shall be qualified to transact such business as may properly be considered at such meeting.

## **ARTICLE 14**

### **Dissolution**

14.1 This Local Union cannot dissolve, secede or disaffiliate while there are seven (7) dissenting members and in accordance with the procedures contained in Article XXV of the International Constitution and Bylaws. In the event of secession, dissolution or disaffiliation, all properties, funds and assets, both real and personal, of this Local Union shall become the property of the International Union. Under no circumstances shall this Local Union distribute its funds, assets, or properties individually among its membership.

## **ARTICLE 15**

### **Property Rights**

15.1 The title to all property, funds, and other assets of this Local Union shall at all times be vested in the Local Executive Board for the joint use of the membership of this Local Union, but no member shall have any severable proprietary right, title, or interest therein.

Membership in this organization shall not vest any member with any right, title, or interest in or to the property of this Local Union, including the funds of this Local Union.

## **ARTICLE 16**

### **Amendments and Relation to International Constitution**

16.1 The Constitution and Bylaws of this Local Union may be amended only by 2/3 majority vote at convention, provided no amendment shall be valid or become effective until approved by the International Union.

16.2 The Constitution and Bylaws of SEIU Local 1 Canada shall at all times be subordinate to the International Constitution and Bylaws and the Canadian Council Constitution as it may be amended. If any conflict should arise between the Constitution and Bylaws of this Local Union, or any amendments thereto, and the International Constitution and Bylaws, or any amendments thereto, the provisions of the International Constitution and bylaws shall control.

## **ARTICLE 17**

### **Procedure and Debate**

17.1 The meetings of **SEIU Local 1 Canada** shall be governed by the manual of common procedure, rules of debate and order of business set forth in the

Constitution and Bylaws of the International Union. Every member shall follow and be subject to such rules governing debate at all meetings of this Local Union.

## **ARTICLE 18 Paid Staff**

18.1 Paid staff who are members of this Union can not participate in the review and approval or vote in the ratification of the terms and conditions of their employment.

## **ARTICLE 19 Effective Date**

19.1 This Constitution shall be in effect as of September 20, 2007, and shall remain in effect until such time as amended.

## **ARTICLE 20 Charges and Appeals**

20.1 PREAMBLE. In order to ensure members' protection from the filing of frivolous charges, the following procedures shall apply:

20.2 Wherever charges are proffered against any member or officer of this Local Union, the charges shall be filed in writing in duplicate with the Secretary-Treasurer. The charging party should specify what he/she believes constitute a basis for the charges and the specific subsection(s) of Section 1 of Article XVII of the International Constitution the charging party believes has been violated. The Secretary-Treasurer shall serve a copy of the charges on the accused either personally or by registered or certified mail directly to the last known address of the accused at least ten (10) days before the hearing on the charges. If the charges are not specific, the trial body may dismiss the charges either before or at the hearing, but the charging party shall have the right to re-file more detailed charges which comply with this Section. No charges may be filed more than six months after the charging party learned, or could have reasonably learned, of the act or acts which are the bases of the charges.

20.3 The Executive Board shall be the trial body. The decision of the Executive Board shall be deemed final unless the individual or individuals against whom said decision shall have been rendered files with the Secretary-Treasurer a written request to appeal the decision of the Executive Board to the general membership of the Local Union within fifteen (15) days.

20.4 Anyone appealing a decision of the Executive Board shall be permitted to present his or her case to the general membership of the Local Union and shall thereafter be temporarily excused from the meeting during the discussion and voting following his or her presentation. A two-thirds (2/3) vote of the general membership present shall be required in order to overrule the decision of the Executive Board. The members of the Executive Board shall have a voice but no vote in connection with appeals. Any member under charges may have another member of this Local Union act as counsel, to represent him or her in the presentation of his or her defense.

20.5 Charges and the basis for charges shall be governed by the provisions of the Constitution and Bylaws of the International Union.

20.6 In the event disciplinary action is taken against the accused, appeals may be taken in accordance with the provisions of the Constitution and Bylaws of the International Union.

20.7 Subject to the provisions of applicable statutes, every member or officer of this Local Union against whom charges have been proffered and disciplinary action taken agrees, as a condition of membership or affiliation and the continuation of membership or affiliation, to exhaust all remedies provided for in the Constitution and Bylaws of the International Union and in this Constitution, and further agrees not to file or prosecute any action in any court, tribunal, or other agency until those remedies have been exhausted.

20.8 The SEIU Member Bill of Rights and Responsibilities in the Union shall be enforced exclusively through the procedures provided in this Article and any decision rendered pursuant to the procedures provided for herein, including any appeals, shall be final and binding on all parties and not subject to judicial review.

## **Appendix A**

### **Constitutional Representational Regions**

#### **Region 1 – Thunder Bay and Algonquin**

Region 1 encompasses the major Towns and Cities of **Thunder Bay, Sault St. Marie, Elliott Lake, Killarny, North Bay, Kenora, Ft. Francis, Kirkland Lake, Ottawa, Cornwall, Kingston, Haliburton, Sudbury, Sturgeon Falls, and Espanola.**

Boundaries; **West:** Kingston northwest on a line to before Napanee, before from Napanee on a line to Haliburton, and from Haliburton on a line to North Bay, then west along the southern shore of Lake Nipissing, and following the French River to and along the northern banks of Georgian Bay to Little Current and continuing west along the northern shoreline of the North Channel to the Canada/U.S. Border at Sault Ste. Marie. At Sault Ste. Marie follow the northern shoreline of Lake Superior to Thunder Bay. At Thunder Bay follow the Canada/U.S. Boarder westward to Fort Frances. Fort Frances on a line westward to Rainy River. Rainy River northward on a line to Kenora. Kenora west along the Trans Canada Hwy to the Ontario/Manitoba Boarder. Follow the Ontario/Manitoba Boarder north to Hudson Bay.

**North:** Hudson Bay and James Bay southern shorelines east and south to the Ontario/Quebec Border, to Point Fortune.

**East:** South from Point Fortune along the Ontario/Quebec Border to Riviere Beaudette.

**South:** West along Hwy 401 from Riviere Beaudette to Kingston.

#### **Region 2 – Northumberland**

Region 2 encompasses the major Towns and Cities of **Deseronto, Napanee, Belleville, Oshawa, Port Perry, Peterborough, Tweed, Lindsay, Felenon Falls, Minden, Little Hawk Lake, Pickering, Whitby, Trenton, Cobourg, Marmora, and Ajax.**

Boundaries; **West:** From North Bay, south on Hwy 11 to the intersection of Hwy's 11 and 12, excluding Huntsville, Bracebridge, Gravenhurst, Orillia, south along Hwy 12 including Whitby, Ajax and Pickering, to Lake Ontario.

**North:** Hwy 17.

**East:** Western Boundary of Region 1.

**South:** Northern shore of Lake Ontario from Kingston to Hwy 12.

### **Region 3 – Georgian Bay**

Region 3 encompasses the major Towns and Cities of **Owen Sound, Blue Mountains, Collingwood, Wasaga Beach, Barrie, Uxbridge, Georgina, Orillia, Gravenhurst, Huntsville, Midland, and Parry Sound.**

Boundaries; **West:** From Sauble Beach, north along the west coast line of the Bruce Peninsula, Manitoulin Island and Cockburn Island to the Canada/U.S. Boarder. Along the Canada/U.S. Boarder northward to Sault Ste. Marie.

**North:** From the Western Boundary of Region 2, west along the Southern shore of Lake Nipissing, and following the French River to and along the northern banks of Georgian Bay and the North Channel to the Canada/U.S. Border at Sault Ste. Marie.

**East:** Western Boundary of Region 2.

**South:** From Sauble Beach east along Bruce County Hwy 8, to Hwy 6. Hwy 6 to Hwy 26, east along Hwy 26 including Owen Sound, Collingwood, and Barrie. At Barrie on a line southeast to Uxbridge. From Uxbridge, east along Durham County Hwy 47 to Hwy 12. Hwy 12 south to Lake Ontario, excluding Whitby, Ajax, and Pickering.

### **Region 4 – GTA**

Region 4 encompasses the major Towns and Cities of **Toronto, Woodbridge, Bolton, Richmond Hill, King City, Aurora, Vaughan, Thornhill, Markham, and Stouffville.**

Boundaries; **West:** Barrie on a line to Bolton. Bolton on a line to Port Credit, including Woodbridge and Malton.

**North:** Southern Boundary of Region 3.

**East:** At Barrie on a line southeast to Uxbridge. From Uxbridge, east along Durham County Hwy 47 to Hwy 12. Hwy 12 south to Lake Ontario, excluding Whitby, Ajax, and Pickering.

**South:** From Hwy 12, westward along the Northern shoreline of Lake Ontario to Port Credit.

### **Region 5 – Hamilton/Halton**

Region 5 encompasses the major Towns and Cities of **Clarkson, Oakville, Burlington, Hamilton, Guelph, Milton, Georgetown, Brampton, Caledon, Orangeville, Stoney Creek, Alliston, Shelburne, Mississauga, and Newmarket.**

Boundaries; **West:** From Hamilton on a line northwest to Guelph. From Guelph, follow Hwy 6 north to Hwy 26, excluding Owen Sound.  
**North:** Southern Boundary of Region 3.  
**East:** Western Boundary of Region 4.  
**South:** Lake Ontario shoreline westward from Port Credit to Hamilton, continuing around the Golden Horseshoe to Fifty Point.

### **Region 6 – Norfolk/Niagara**

Region 6 encompasses the major Towns and Cities of **Grimsby, St. Catharines, Niagara Falls, Welland, Thorold, Pelham, Fonthill, Port Colborne, Dunville, Haldimond, Simcoe, Norfolk, Kitchener, Cambridge, and Brantford.**

Boundaries; **West:** From Waterloo on a line south to Brantford, including Paris. From Brantford on a line south to Long point on Lake Erie.  
**North:** From Waterloo on a line eastward to Guelph.  
**East:** West and Southern Boundaries of Region 5, continuing southeast along the southern shoreline of Lake Ontario, and along the Canada/U.S. Border to Fort Erie.  
**South:** From Fort Erie westward along the northern shoreline of Lake Erie to Long Point.

### **Region 7 – London and Southern Ontario**

Region 7 encompasses the major Towns and Cities of **Port Elgin, Kincardine, Hanover, Walkerton, Goderich, St. Mary's, Thames Centre, London, St. Thomas, , Tillsonburg, Ingersoll, Windsor, Woodstock, Dutton, Blenheim, Stratford, Listowel, Chatham, Leamington, Sarnia, and Clinton.**

Boundaries; **West:** Southwards along the eastern shoreline of Lake Huron from Sauble Beach to Sarnia. At Sarnia southwest along the Canada/U.S. Border to Bassett Island. At Bassett Island along the east and south shorelines of Lake St.Clair to Windsor.  
**North:** Western Boundaries of Region 3.  
**East:** Western Boundaries of Region 5 and the Northern and Western Boundaries of Region 6.  
**South:** At Windsor follow the Detroit River southwards to Lake Erie, and eastward along the northern shoreline of Lake Erie to Long Point.

# SEIU LOCAL 1 CANADA

REGION 1 Thunder Bay and Algonquin



# SEIU LOCAL 1 CANADA

REGION 2 Northumberland



# SEIU LOCAL 1 CANADA

REGION 3 Georgian Bay



# SEIU LOCAL 1 CANADA

REGION 4 Greater Toronto Area



# SEIU LOCAL 1 CANADA

REGION 5 Hamilton/Halton



# SEIU LOCAL 1 CANADA

REGION 6 Norfolk/Niagara



# SEIU LOCAL 1 CANADA

REGION 7 London and Southern Ontario



Appendix B

**SEIU LOCAL 1 Canada  
RPN DIVISION  
CONSTITUTION**



## **SEIU Local 1 Canada RPN Division**

### Name

The name of the Division shall be the Registered Practical Nurses Division of SEIU Local 1 Canada.

### Purpose

1. To develop RPNs at the local level
2. To enhance, promote and protect the integrity of the role of the RPN
3. To educate in all practice settings Local 1 Canada RPNs to further understand how trade unionism develops through professional practice and organizational power and through the enforcement of collective bargaining agreements
4. To establish a forum for Local 1 Canada RPNs to focus on professional/clinical needs
5. To promote and expand nursing education as it relates to standards of nursing practice and RPN utilization
6. To maintain and strengthen the empowerment of Local 1 Canada RPNs through unity and collective action
7. To promote and encourage RPNs from SEIU Local 1 Canada in elections at the College of Nurses
8. To promote Nursing Week each year

### Objectives

1. To organize educational forums on nursing trends
2. To provide labour education to our membership
3. To study and make recommendations to the Executive Board on:
  - (a) the involvement of RPNs in the Union with the goal of full participation of RPNs in all levels of the Union;
  - (b) the education of RPNs as it relates to their profession
4. Lobby employers to utilize RPNs to full scope of practice

5. To conduct on going research on RPN collective bargaining issues in all practice setting
6. to provide a forum for networking at the local level, with other RPNs (or equivalent) in Canada and the US, in other unions
7. to report and recommend to the Executive Board the work of the RPN Division
8. to educate the public on the quality care RPNs provide

#### Membership in the Division

Membership shall consist of all RPNs in Local 1 Canada.

#### Provincial Committee

The provincial committee shall consist of RPNs elected at the Local 1 Canada convention by RPNs only, assembled in regional caucuses commencing in 2007 plus all RPNs holding executive and council positions.

Each caucus shall also elect one alternate to replace a regional RPN Committee representative who is unable to attend a meeting of the committee. In the event that diversity is not achieved through the election process, the Provincial RPN Committee shall select up to two RPNs who are able and willing to represent targeted groups giving consideration to recognized minorities.

Should vacancies occur between the SEIU Local 1 Canada conventions it will be filled by appointment of the chair.

#### Officers

The officers of the Division shall be the chair, the co chair and recording secretary. The officers will also be elected at the Local 1 Canada convention commencing in 2007. Until such time the provincial RPN committee will be the presiding officers of the Division.

#### Standing Committees

The standing committees are Collective Bargaining, Research, Communication and Education, Political Action, Professional Practice, and any ad hoc committee deemed necessary by the Division. Members of the Provincial Committee will be responsible for establishing and chairing these standing committees.

#### Meetings

Regular meetings of the RPN Division Provincial Committee will be held on every two months. Additional meetings and meetings of the standing committees will be held at the discretion of the chair. The chair may participate in any committee of the Division.

#### Voting

The quorum of the RPN Division shall consist of 51% for voting purposes.

#### Fiscal year

The fiscal year of the Division will coincide with the fiscal year of Local 1 Canada.

#### Order of Business

1. Call the Order
2. Roll call
3. Approve previous minutes (discussion of matters arising out of minutes)
4. Introduction of guest speaker
5. Unfinished/old business
6. New business
7. Report from standing committees
8. Reports on programs or projects
9. Other business
10. Adjournment

SEIU LOCAL 1 Canada  
RPN DIVISION BYLAWS

Article I  
Membership

1. In order to remain in good standing, each Division committee member must attend at least 4 meetings per year.

Article II  
Meetings

1. Division meetings will take place every two years to plan and review the Division's activities, as well as the effectiveness and productivity of the standing committees. The meeting will be open to all RPNs in the Division and will have an educational element attached. The meeting will be organized by the Provincial Committee.
2. The Division Provincial Committee regular meetings shall take place every two months on second Monday of the month.
3. Regional representatives from the Provincial Committee will communicate to the unit contacts in their region about the divisions activities immediately following the Division meeting.
4. The committees and subcommittees will meet as required and report at the Division Committee meeting.
5. There will be quarterly meetings in each region. The meetings will be rotated throughout the region to allow for greater participation. The meeting will be chaired and organized by the Division Provincial Committee RPN from the respective region. The officers of the Division may attend any regional meeting. A schedule of the meetings will be established at the Provincial Committee meeting at the beginning of each year and the dates and locations will be posted throughout the Division as well as noted in the newsletter.
6. Telephone conferences should be considered as a viable forum for meetings.
7. The Division's recommendations and the Executive Board's responses shall be reported to each Local 1 Canada Convention.

### Article III Finances

The RPN Division will be provided with its own budget approved by to include the cost of provincial committee meetings, regional meetings, meetings of the standing committees and the RPN Division meeting as is provided for under the By Laws. The budget will also include the cost of the newsletter, communication packages and the production of posters and promotional material for Nursing Week and other appropriate expenditures to carry out the objectives of the RPN Division.

### Article IV Amendments of By-Laws

Amendments may be made to the bylaws by a motion from the floor at the Division meeting and the approval of the majority of the members present with prior written notice. Special committees may be established by the Chair of the Division and approved by the members of the Provincial Committee.

### Article V Subcommittees

#### Research, Communication and Education

This committee monitors changes and trends in the nursing profession and in the health care industry with the assistance of the Local 1 Canada research department in order to recommend appropriate responses. It also focuses on topics relevant to continuing education and trade union education with the purpose of disseminating it to members.

The committee will be responsible for the production and distribution of a RPN newsletter which will be published quarterly and distributed to all RPNs.

#### Collective Bargaining

This committee monitors trends and changes in the nursing profession as it relates to RPNs as well as the health care industry in order to recommend appropriate responses. It will also monitor trends in staffing ratios in all practice settings. It will review existing contracts in preparation for negotiations and analyze and modify contract language, formulate proposals, and make recommendations.

This committee shall study changes in the health care industry and impacts on benefits. An RPN will be given automatic status to sit on any Benefits Committee under the collective agreement.

## Political Action

This committee shall identify areas of political involvement to promote the interests of the nursing profession, the RPN Division and the union. This committee will lobby government on legislation on safety engineered needles and any other laws that affect the wellbeing and livelihood of the RPN profession. This committee will also take an active role in election of governments at the federal, provincial and municipal level. This committee will also promote and provide support for RPNs in elections at the College of Nurses.

## Professional Practice Committee

This committee shall examine and develop ways to ensure and maximize safe patient focused care and the enhancement of staff input in policy decision affecting patient care. This committee will work in collaboration with front line RPNs to enhance, promote and protect the role of the RPN.

## **Notes**

## **Notes**

## **Notes**

## 2007-2011 Executive Board

The members on the 2007-2011 Executive Board were elected at convention based on the representation formula in the SEIU Local 1 Canada Constitution.

Region 1 - Thunder Bay-Algonquin  
Region 2 - Northumberland  
Region 3 - Georgian Bay  
Region 4 - Greater Toronto Area  
Region 5 - Hamilton-Halton  
Region 6 - Norfolk-Niagara  
Region 7 - London Southwestern  
Ontario

### **Sargeant-At-Arms**

Andrew Snowdon

### **Member at Large**

Shawn Arrand

### **Trustees**

Jade Campbell  
Theresa Vaccaro  
Fatima Vieira  
Jon Clark

### **Executive Board Members**

Carol McDowell - RPN Division  
Madeleine Lebrun  
- Executive Board Region 1  
Deborah Menzies  
- Executive Board Region 1  
Sandra Youmans  
- Executive Board Region 1  
Jean Bertrand  
- Executive Board Region 2  
Margaret Bourgoin  
- Executive Board Region 2  
Eulalee Thompson  
- Executive Board Region 2  
Teena Byrne  
- Executive Board Region 3

Gregory Garratt  
- Executive Board Region 3  
Susan Hughes  
- Executive Board Region 3  
David Bannister  
- Executive Board Region 4  
Nancy Barrett  
- Executive Board Region 4  
Michael Downes  
- Executive Board Region 4  
James Emslie  
- Executive Board Region 4  
Roddy Gill  
- Executive Board Region 4  
Elizabeth Gordon  
- Executive Board Region 4  
Joyce Kerr  
- Executive Board Region 4  
Wayne Williams  
- Executive Board Region 4  
Rupert Christie  
- Executive Board Region 5  
Piera Naddeo  
- Executive Board Region 5  
Regan Turner  
- Executive Board Region 5  
Kellee Hitchcock  
- Executive Board Region 6  
Jocelyne Laderoute  
- Executive Board Region 6  
Ched Zivic  
- Executive Board Region 6  
Glenda Chaput  
- Executive Board Region 7  
Claudette Drapeau  
- Executive Board Region 7  
Ian Nash  
- Executive Board Region 7



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