

SEIU LOCAL 1 CANADA  
**CONSTITUTION**

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Adopted on November 20, 2019

**SEIU** Healthcare



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# **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 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 hold 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, increasing density in the healthcare 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, democracy, 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.

## **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; 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.
- 3.9 SEIU Local 1 Canada recognizes the policies mandated in these documents titled:
- Code of Conduct
  - SEIU Local 1 Canada Stewards Governance Policy
  - Election Process for SEIU Local 1 Canada Stewards

## **ARTICLE 4: Officers and Executive Board**

- 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, elected at convention, consisting of the three (3) officers and eighteen (18) members representing the membership as follows:
- Three (3) sector seats with one (1) member from:
- Long Term Care
  - Hospitals
  - Community Care

Seven (7) Community Representation seats with one (1) member from:

- Young Workers
- Workers of Colour
- Women
- Persons with Disability
- Retirees
- LGBTQ2+
- Aboriginal/Indigenous

Eight (8) Regions with one (1) member from:

- Region 1 - Thunder Bay
- 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 Region
- Region 8 - Algonquin Regions

Descriptions are contained in Appendix A.

By virtue of the election or appointment of the division President, they shall serve as a Vice-President on the executive board.

- 4.3 Eligibility for nominations and election to the Executive Board for Sector, Regions, and Representative Seats require a candidate to be actively working in an existing Local 1 Canada bargaining unit within the respective sector region and Representative Community 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 four 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. With the exception of all retirees attending convention and paying retiree dues are eligible to be nominated and vote for the retiree Executive Board seat. 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 or is the incumbent.

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, 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 monies 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 addresses and phone numbers, 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 oversee 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 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.

On an annual basis, the Treasurer shall a report available 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 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 convention with the approval of the President.

As of 2006, the RPN division, also known as the Nursing Division, is recognized as a division of SEIU Local 1 Canada.

By virtue of the election or appointment of the division President, they shall serve as a Vice-President on the executive board as outlined in Article 4 of this constitution.

## 5.6 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 quarterly, 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.

## 5.7 Executive Board Members Responsibilities

- Attend all assigned board meetings;
- Participate in standing committees of the Constitution to which they have been elected and/or appointed;
- Preside over committees as assigned by the President;
- Engage in strategic planning and policy;
- Ensure at all times a united union voice on all matters;
- Be aware of the needs of the members in their regional section and ensure those needs are brought to the attention of the Executive;
- Maintain ongoing communications with the chief stewards in their region.
- 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.

- 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.

## 5.8 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.

- 5.9 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.

## **ARTICLE 8: Fees, Dues and 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 dues rates for members of any newly organized unit will be at the rate of 1.8% of the member's regular earnings. Effective April 1, 2012, the dues rates for members will be at the rate of 1.8% of the member's regular earnings. There shall be a cap of \$99.00 per month.
- 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 no 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
- Young Workers 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.
- 16.3 All constitutional amendments and resolutions to be acted upon by the convention proposed by a Local 1 bargaining unit, must be submitted to the Secretary Treasurer in writing at least 30 days prior to convention. The resolution must be adopted by a majority of members at a unit meeting. Quorum of seven (7) members must be present.

## **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: Effective Date**

18.1 This Constitution shall be in effect as of November 2019, and shall remain in effect until such time as amended.

## **ARTICLE 19: Charges and Appeals**

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

19.2 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.

- 19.3 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.
- 19.4 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.
- 19.5 Charges and the basis for charges shall be governed by the provisions of the Constitution and Bylaws of the International Union.
- 19.6 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.
- 19.7 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.

19.8 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: EXECUTIVE BOARD REPRESENTATION**

### **Three (3) Sector seats with one (1) member from:**

HOSPITAL SECTOR: Members working as paramedics, in hospitals or hospital services; and/or working under a hospital collective agreement.

LONG TERM CARE SECTOR: Members working in Nursing and Retirement homes; and/or working under a nursing or retirement home collective agreement.

COMMUNITY CARE SECTOR: Members working in Homecare and Community Services; and/or working under a homecare or community services collective agreement.

### **Seven (7) Community Representation seats with one (1) member from:**

Workers of Colour: Members who identify as a person of colour.

Young Workers: Members aged 35 and under.

Women: Members who identify as women.

Retiree: Members retired from SEIU Healthcare bargaining units.

Persons with Disability: Members who identify as having a disability.

LGBTQ: Members who identify as Lesbian, Gay, Bi-sexual, Trans, or Queer.

Aboriginal/Indigenous: Members who identify as First Nations, Metis, Inuit.

## **Eight (8) Regions with one (1) member from:**

Region 1 - Thunder Bay

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

Region 8 - Algonquin Regions

## **Region 1 – Thunder Bay**

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

### **Boundaries**

- **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.

## 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, Newmarket, 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.

### 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.

## **Region 8 - Algonquin Regions**

Region 8 encompasses the major Towns and Cities of North Bay, Ottawa, Cornwall, Kingston, and Haliburton.

- 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.
- EAST: South from Point Fortune along the Ontario/Quebec Border to Riviere Beaudette.
- SOUTH: West along Hwy 401 from Riviere Beaudette to Kingston.

# NURSING DIVISION



## APPENDIX B: SEIU LOCAL 1 CANADA NURSING DIVISION

### Governance

The Nursing Division is governed by the SEIU Local 1 Canada Constitution under Article 5.5 and Appendix B.

### Vision

As a Division, we are Nurses who work towards creating workplaces free of professional discrimination, where Nurses are fully utilized, valued and adequately compensated for their knowledge, skill, judgment, and their vital contribution to Ontario's Healthcare system.

### Mission

The SEIU Local 1 Canada Nursing Division will work to enhance, promote, and protect the role of the Nurse in all practice settings by:

*Being Advocates* for safe work environments that are rewarding and foster an environment patients will thrive in.

*Being Activists* who are known as the voice of the profession in the workplace and respected as such by the decision-making bodies of the province.

*Being Champions of Unity* through the growth of our profession and partnerships we foster in all settings within our profession.

### Values

*To be leaders in our communities and workplaces*

*To be role models in our profession*

*To ensure we act confidently and demonstrate a fighting spirit*

*To practice unity, participation, and always put our patients first*

## **Mandate**

- Provide a Division report at each Executive Board meeting and at the SEIU Local 1 Canada Convention
- Promote all Nurses to work to full scope of practice while fostering collaboration amongst the interprofessional healthcare team
- Educate Nurses to further understand how trade unionism develops through professional practice, organizational power, and through the enforcement of collective bargaining agreements
- Address the professional/clinical needs of Nurses
- Promote and expand nursing education as it relates to standards of nursing practice
- Empower Nurses through unity and collective action
- Organize and recruit Nurses for SEIU Local 1 Canada campaigns

## **Membership in the Division**

Membership shall consist of all Nurses in SEIU Local 1 Canada.

## **Division Structure**

The following 12 positions will make up the Nursing Division Executive

- Division President
- Vice President - Community Care
- Vice President - Hospitals
- Vice President - Long Term Care
- Regional representatives (one from each region, for a total of 8 Regional representatives)

Should a member of the Nursing Division Executive be unable to fulfill their duties, the Executive may appoint a replacement to serve in the role between conventions.

The Nursing Division Executive shall define the roles and set the policies of the Division.

With the exception of the Nursing Division President, no other member of SEIU Healthcare will hold both a position on the SEIU Healthcare Executive Board and the Nursing Division Executive Board at the same time.

## **Nursing Division Elections**

Elections will be conducted at the Nursing Division Convention.

A nominating committee and Election Marshall will be appointed by the Executive to recruit candidates and conduct elections respectively.

### **Order of Election**

President

Vice Presidents

Regional Representatives

## **Meetings**

Meetings of the Nursing Division will be in accordance with the bylaws at the call of the chair and/or according to a schedule agreed to at the first executive meeting. The chair may participate in any meetings of the Division.

## **Convention**

The Nursing Division Convention will take place every three years to plan and review Division activities, as well as the effectiveness and productivity of the Division structure. Each convention shall include an educational component.

Delegates must meet eligibility criteria as per 4.11 of the SEIU Local 1 Canada Constitution.

Registered delegates may submit resolutions for consideration by convention delegates. These resolutions must be submitted to the Nursing Division President 30 days prior to the convention. Resolutions may be related to policy or to the constitution and bylaws of the division. All resolutions considered by convention will require approval of 51% of the delegates to the Nursing Division Convention.

This process will be governed by the Nursing Division Executive.

**Finances**

The Nursing Division budget will cover the cost of Division expenses. Unbudgeted expenditures necessary to carry out the mandate and objectives of the Nursing Division must be approved by the SEIU Local 1 Canada Executive Board.

**Fiscal Year**

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

# **SEIU LOCAL 1 CANADA, NURSING DIVISION BYLAWS**

**I. The name shall be SEIU Local 1 Canada Nursing Division.**

**II. Executive Officers of the Division:**

President, Vice President Hospitals, Vice President Long Term Care, Vice President Community Care, and 8 Regional Representatives as follows:

Thunder Bay

Northumberland

Georgian Bay

Greater Toronto Area

Hamilton/Halton

Norfolk/Niagara

London and Southern Ontario

Algonquin

Elections will be held at the SEIU Local 1 Canada Nursing Division Convention as per the constitution

**III. Committees**

The president may appoint standing and ad hoc committees as needed

**IV. Meetings**

Meetings will be held at the call of the president with one being an annual strategy meeting. Division executive will meet three times a year, at a time, date and place determined by the president. Ad hoc meetings will be held at the call of the president.

Conference calls are an acceptable meeting format.

An agenda will be provided at least one week in advance.

## **V. Quorum**

Attendance of 75% of executive members constitutes quorum.

In the absence of quorum, no formal action will be taken except to adjourn the meeting to a subsequent date.

## **VI. Decision Making**

Decision making will be by consensus.

## **VII. Conflict of Interest**

Any executive member who has a personal or official interest in or conflict with any matter pending before the division shall excuse him/herself from discussion on said matter.

## **VIII. Amendments**

These bylaws may be amended by agreement of 75% of executive members present at any meeting, provided there is quorum

## **IX. Roles and Responsibilities**

SEIU Local 1 Canada's Nursing Division members will be required to meet the defined roles and responsibilities.

### **Sector Vice Presidents**

#### **Hospital Sector VP, Community Care and Home Care VP, Long Term Care VP**

- Attend all assigned board meetings.
- Ensure at all times a united union voice on all matter when dealing with our membership.
- Be aware of the needs of the sector and ensure those needs are brought to the attention of the division president.
- Submit reports on sectoral activities to Nursing Division President.

- Participate in sectoral central contract negotiations.
- Develop member leaders to be the voice and subject experts when called upon to assist or present at decision making tables, i.e. bargaining, political, councils.
- Graduate a Leadership Academy.
- Engage in strategic planning and policy development with the Nursing Division.
- COPE participant.
- Work towards getting their own unit on program.
- Political watch dog for sector issues.
- Participate in a leadership capacity during assemblies.
- Develop relationships and maintain ongoing communications with the Nurse leaders in their region.
- Provide a written monthly report of mandatory volunteer hours.

## **8 Regional Representatives**

- Attend all assigned board meetings.
- Ensure at all times a united union voice on all matter when dealing with our membership.
- Engage in strategic planning and policy development with the Nursing Division.
- Be aware of the needs of the members in their regional area and ensure those needs are brought to the attention of the division president.
- Develop relationships and maintain ongoing communications with the Nurse leaders in their region.
- Participate in contract negotiations.

- Submit reports on regional activities to Nursing Division President.
- Recruit and develop geographical leaders by engaging Nurses in leadership academy and activities/campaigns of the union.
- Graduate a Leadership Academy.
- Commit to increasing political activism amongst Nurses.
- Engage regional members.
- Provide a written monthly report of mandatory volunteer hours.
- Provide sector VP summary reports post attendance and participation in educations, conferences, caucus, political action, committee meetings.
- COPE participant (path to 5000 recruitment).
- Work towards getting their own unit on program
- Political watch dog for regional nursing advancements and issues.

If a Nursing Executive Board member misses three consecutive meetings without furnishing suitable reasons for absence satisfactory to the Nursing Division president in advance of the meeting, their position shall be declared vacant.

# GLOSSARY

**BARGAINING:** A discussion or series of discussions intended to produce a collective agreement.

**COLLECTIVE AGREEMENT:** A negotiated contract that regulates the terms and conditions of employees in their workplace, their duties, and the duties of the employer.

**DUES:** A regular payment of money made by union members to fund the various activities the union engages in, such as bargaining, arbitration, and campaigns.

**MEMBER:** An employee that is part of a union.

**ORGANIZE:** To recruit others to join you in a cause or movement. SEIU Healthcare organizers identify the need for non-unionized workers to stand up for their rights and improve their working conditions by becoming part of the union.

**RATIFICATION:** The final vote completed by union members to accept a collective agreement.

**SOLIDARITY:** Unity or agreement arising from common responsibilities and interests.

**STEWARD:** An employee elected by his or her co-workers to act as the onsite union representative. Stewards are generally responsible for handling grievances, resolving disputes, and overseeing the implementation of the terms of the collective agreement.

**STRIKE:** When employees vote to exercise their right to refuse to work as a form of organized protest, usually in attempt to obtain a new and/or improved collective agreement.

**UNION:** An organized association of workers formed to protect and further their rights and interests.

**UNION REPRESENTATIVE:** The main person of contact for members in a specific unit. Union representatives assist in clarifying collective agreements, processing grievances, and encouraging members to become more involved in getting their voices heard.

# **SEIU CODE OF ETHICS AND CONFLICT OF INTEREST POLICY**

## **PART A: PREAMBLE**

The Service Employees International Union (SEIU) believes in the dignity and worth of all workers. We have dedicated ourselves to improving the lives of workers and their families and to creating a more just and humane society. We are committed to pursuing justice for all, and in particular to bringing economic and social justice to those most exploited in our community. To achieve our mission, we must develop highly trained and motivated leaders at every level of the Union who reflect the membership in all of its diversity.

Union members place tremendous trust in their leaders. SEIU elected officers and managers owe not just fiduciary obligations to union members; given the moral purpose of our mission, SEIU leaders owe members the highest level of ethical behavior in the exercise of all leadership decisions and financial dealings on members' behalf. Members have a right to proper stewardship over union funds and transparency in the expenditure of union dues. Misuse and inappropriate use of resources or leadership authority undermine the confidence members have in the Union and weaken it. Corruption in all forms will not be tolerated in SEIU. This Code of Ethics and Conflict of Interest Policy (the "Code" or "SEIU Code") strengthens the Union's ethics rules of conduct, organizational practices and enforcement standards and thus enhances the Union's ability to accomplish its important mission.

We recognize that no code of ethics can prevent some individuals from violating ethical standards of behavior. We also know that the SEIU Code is not sufficient in itself to sustain an ethical culture throughout the Union. To accomplish the goals for which this Code has been created, we must establish systems of accountability for all elected leaders and staff. These systems must include appropriate checks and balances and internal operating procedures that minimize the opportunity for misuse

or abuse, as well as the perception of either, in spending union funds and exercising decision-making authority. The systems also must include adequate provision for training on understanding and implementing this Code. More broadly, we emphasize the importance of the range of standards, practices, and values described in “A Strong Ethical Culture,” Section A of the SEIU Policies on Ethics and Standards that were enacted with the Code in 2009.

In particular, SEIU is committed to providing meaningful paths for member involvement and participation in our Union. The SEIU Member Bill of Rights and Responsibilities in the Union is a significant source of SEIU members’ rights and obligations. Its exclusive enforcement through the procedures set forth in Article XVII of the SEIU Constitution and Bylaws reflects a commitment to the democratic principles that have always governed SEIU. Article XVII’s numerous protections against arbitrary or unlawful discipline of members also form an essential ingredient of the democratic life of the Union. Similarly, the requirement that Affiliates provide for regular meetings of the membership, set forth in Article XV, Section 5 of the Constitution, is another important element in the democratic functioning of SEIU. Finally, the provisions against discrimination and harassment on the basis of race, creed, color, religion, sex, gender expression, sexual orientation, national origin, citizenship status, marital status, ancestry, age and disability contained in Article III, Section 4 of the SEIU Constitution and in the Constitutions and Bylaws of Affiliates, the SEIU Anti-discrimination and Anti-Harassment Policy and Procedure, and similar policies of Affiliates forbid conduct in violation of SEIU’s historic belief that our strength comes from our unity and diversity and that we must not be divided by forces of discrimination.

Individuals subject to this Code are expected to comply with State and Federal laws, the Constitution and Bylaws of SEIU and Affiliates, and the anti-discrimination and anti-harassment policies of SEIU and Affiliates as part and parcel of our commitment to sustaining an ethical culture and the highest standards of conduct throughout the Union. Violations of these laws and policies are ethical breaches; however, these violations

should be addressed through avenues provided by the applicable laws and policies and not through the Code unless they also allege violations of this Code. In particular, the sole enforcement mechanism for matters covered by the SEIU or Affiliate Constitutions and Bylaws is that which is set forth in those documents, unless violations of this Code are also alleged. Finally, grievances that arise under collective bargaining agreements are excluded from enforcement under this Code unless they also allege violations of this Code.

The scope and standards of this Code are set forth in the following Sections.

**SECTION 1. *Applicability to International Union.*** The SEIU Code is henceforth applicable in its entirety to all officers, executive board members and employees of SEIU. These individuals are referred to herein as “covered individuals.” SEIU shall append or attach the Code in its entirety to its Constitution and Bylaws in its next and all future publications.

**SECTION 2. *Applicability to SEIU Affiliates.*** By enactment of the SEIU International Executive Board, the SEIU Code is applicable in its entirety to all officers, executive board members and employees of all affiliated bodies and local unions chartered by SEIU (“Affiliates” herein). These individuals are referred to herein as “covered individuals.”

- (a) Each Affiliate shall ensure that the Code extends to all employees as soon as practicable but in no event later than the end of 2020.
- (b) Each Affiliate shall append or attach the Code in its entirety to its Constitution and Bylaws at its next and all future publications.
- (c) Wherever reference herein is made to SEIU or an SEIU program, department or position, the corresponding reference is to the particular Affiliate or its equivalent program, department or position.
- (d) Each Affiliate is responsible for enforcing the Code and educating its covered individuals on the Code in a manner consistent with the

Code's terms, subject to assistance and oversight from SEIU.

(e) The Code is not intended to restrain any Affiliate from adopting higher standards and best practices, subject to the approval of the SEIU Ethics Ombudsperson.

## **PART B: GENERAL OBLIGATIONS**

### **SECTION 3. *Obligations of Covered Individuals.***

(a) Commitment to the Code. SEIU and each Affiliate shall provide a copy of the Code to each covered individual. It is the duty and obligation of covered individuals to acknowledge annually that they have received a copy of this Code, that they have reviewed and understand it, and that they agree to comply with it.

(b) Duty of disclosure. Covered individuals shall disclose to the SEIU Ethics Ombudsperson or the Affiliate Ethics Liaison, described in PART F of this Code, any conflict of interest or appearance of a conflict, which arises when their paramount duty to the interest of members is potentially compromised by a competing interest, including but not limited to an interest, relationship or transaction referenced in this Code. Actual, perceived and potential conflicts should be disclosed at the time that covered individuals become aware of them.

(c) Disqualification from service to SEIU or Affiliate. No person shall serve as an officer or managerial employee of SEIU or any Affiliate who has been convicted of any felony involving the infliction of grievous bodily injury, or the abuse or misuse of such person's position or employment in a labor organization to seek or obtain illegal gain at the expense of the members, except for the limited exceptions set forth in applicable federal law.

## **PART C: BUSINESS AND FINANCIAL ACTIVITIES**

### **SECTION 4. *General Duty to Protect Members' Funds; Members' Right to Examine Records.***

(a) The assets and funds of a labor organization are held in trust for the benefit of the membership. Members are entitled to assurance that those assets and funds are expended for proper and appropriate purposes. The Union shall conduct its proprietary functions, including all contracts for purchase or sale or for the provision of significant services, in a manner consistent with this Code. All officers, executive board members and employees of SEIU and SEIU Affiliates, whether elected or appointed, have a trust and high fiduciary duty to honestly and faithfully serve the best interests of the membership.

(b) Consistent with Section 201 of the Labor-Management Reporting and Disclosure Act, SEIU shall permit a member for just cause to examine any books, records and accounts necessary to verify SEIU's annual financial report under that section to the U.S. Department of Labor.

(c) Affiliates comprised solely of members employed by government bodies shall permit a member to examine its financial report submitted to a state agency and, consistent with state law and for just cause, to examine any books, records and accounts necessary to verify the Affiliate's financial report.

**SECTION 5. *Prohibited Financial Interests and Transactions.*** Covered individuals shall not, to the best of their knowledge, have a substantial ownership or financial interest that conflicts with their fiduciary duty.

(a) For purposes of these rules, a "substantial ownership or financial interest" is one which either contributes significantly to the individual's financial well-being or which enables the individual to significantly affect or influence the course of the business entity's decision-making.

(b) A “substantial ownership or financial interest” does not include stock in a purchase plan, profit-sharing plan, employee stock ownership plan (ESOP) or blind trust. Nor does it prohibit covered individuals from owning, through a mutual fund or other similar investment vehicle, the publicly traded shares of any employer with which SEIU or an Affiliate engages in collective bargaining or does business or which SEIU or an Affiliate seeks to organize, provided that all transactions affecting such interests are consistent with rates and terms established by the open market.

(c) It is not permissible for any covered individual to:

(1) Knowingly have a substantial ownership or financial interest in any entity that engages in collective bargaining with SEIU or any of its Affiliates;

(2) Make or attempt to influence or participate in any way in a decision concerning the relations of SEIU or an Affiliate with a vendor, firm or other entity or individual in which the covered individual or his or her relative, spouse or business partner has a substantial ownership or financial interest; or

(3) Engage in any self-dealing transactions with SEIU or any of its Affiliates, such as buying property from or selling property to SEIU, without the informed approval of the International Secretary-Treasurer (or Affiliate Secretary-Treasurer, as applicable), obtained after full disclosure, including an independent appraisal of the fair market value of the property to be bought or sold.

(d) To ensure compliance with this Section, covered individuals are required to disclose any interests, transactions or interests

## **SECTION 6. *Payments and Gifts from Employers, Vendors and Members.***

(a) Covered individuals shall not knowingly accept any payments, benefits or gifts of more than minimal financial value under the circumstances presented from any employer that engages or seeks to engage in collective bargaining with SEIU or an Affiliate, or from any business or professional firm that does business or seeks to do business with SEIU or an Affiliate.

(1) This Section does not extend to payments and benefits that are provided to covered individuals by prohibited employers as compensation for their primary and regular employment.

(2) This Section does not extend to work and services that covered individuals perform for prohibited employers or businesses on a part-time basis, through an arm's length transaction and for normal and customary pay for such work or services.

(3) This Section does not extend to participation in events hosted by public officials involving discussion of public policy matters.

(4) With respect to perishable items that are more than minimal but that are impracticable to return, such as food, it shall be considered compliance with this Section to discard such an item or place it in a common area for members and office staff to enjoy. If the gift is discarded or enjoyed communally, it is recommended that the giver should be advised of this disposition to dispel the appearance of any conflict of interest on the part of any covered individual and to discourage recurrence.

(b) Covered individuals shall not knowingly accept personal payments or gifts from any member, absent a personal relationship independent of the relationship between the Union and the member, other than a gift of minimal financial value. This provision does not apply to contributions to campaigns for union office made in accordance with the SEIU Constitution and Bylaws.

**SECTION 7.** Conversion of Union Funds and Property. Covered individuals shall not use, convert or divert any funds or other property belonging to SEIU to such individual's personal benefit or advantage.

**SECTION 8.** Applicability to Third Parties. The principles of this Code apply to those investments and activities of third parties that amount to a subterfuge to conceal the financial interests of SEIU officers or employees or to circumvent the standards of this Code.

**SECTION 9.** Certain Loans Prohibited. SEIU shall not make loans to any officer or employee, or to any of their family members, that at any time exceed \$2,000 in total indebtedness on the part of such officer, employee or family member.

## **PART D: BENEFIT FUNDS AND RELATED ORGANIZATIONS**

### **SECTION 10. *Obligations of Covered Individuals.***

(a) *Benefit Funds.*

(1) For purposes of this Section:

- a. A "benefit fund or plan" means a retirement, health or welfare benefit fund or plan sponsored by SEIU or an Affiliate, or in which SEIU or an Affiliate participates.
- b. The definition of "substantial ownership or financial interest" provided in Section 5 applies.

(2) Covered individuals who serve in a fiduciary position with respect to or exercise responsibilities or influence in the administration of a benefit fund or plan shall not:

- a. Have any substantial financial interest in, or any compromising personal ties to, any investment manager, insurance carrier, broker, consultant or other firm or individual doing business or seeking to do business with the fund or plan;

- b. Accept any personal payment from any business or professional firm that does business or seeks to do business with the fund or plan, other than contractual payment for work performed; or
- c. Receive compensation of any kind for service as an employee representative or labor-designated trustee for a fund or plan, except for reimbursement of reasonable expenses properly and actually incurred and provided uniformly to such representatives or trustees, with the proviso that it is not a violation of this provision for an officer or managerial employee who is not a full-time employee of SEIU or an Affiliate to be a lawfully paid employee of a fund or plan if such employment is consistent with applicable legal restrictions and fully disclosed through appropriate reports.

(3) To ensure compliance with this Section, all covered individuals shall disclose any interests, transactions or relationships covered by this Section in accordance with Section 3(b) of this Code.

(4) No person shall serve in a fiduciary capacity or exercise responsibilities in the administration of a benefit fund or plan who has been convicted of any felony involving the infliction of grievous bodily injury or the abuse or misuse of such person's position or employment in an employee benefit plan to seek or obtain an illegal gain at the expense of the beneficiaries of the employee benefit fund or plan, except for the limited exceptions set forth in applicable federal law.

(b) Related Organizations.

(1) For purposes of this Section, an organization "related to" SEIU or an Affiliate means an organization

- in which 25 percent or more of the members of the governing board are officers or employees of SEIU or an Affiliate, or
- for which 50 percent or more of its funding is provided by SEIU or an Affiliate.

(2) Covered individuals who serve in a fiduciary position with respect to or exercise responsibilities or influence in the administration of an organization related to SEIU shall comply with the provisions and shall hold themselves to the standards of the SEIU Code while they are acting for or on behalf of the related organization.

## **PART E: FAMILY AND PERSONAL RELATIONSHIPS**

### ***SECTION 11. Purpose of Rules Governing Family and Personal Relationships.***

SEIU does not prohibit the employment of qualified relatives of current officers or employees, or of individuals with whom an officer or employee has a romantic or intimate personal relationship. SEIU also does not prohibit the retention of qualified vendors that employ relatives of current SEIU officers or employees or individuals with whom an officer or employee has a personal relationship.

However, SEIU recognizes that the existence of such relationships can lead to problems, including favoritism or the appearance of favoritism toward relatives or those who are involved in a personal relationship. Giving these individuals special treatment – or creating the impression that they receive special treatment – is inconsistent with our principles of stewardship and accountability and with our duty to responsibly conduct the business of SEIU. The provisions of this PART are designed to ensure that family or personal relationships do not influence professional interactions between the employees involved and other officers, employees and third parties.

## **SECTION 12. Definitions. For purposes of this PART:**

(a) “Relative” means parent, spouse, spousal equivalent, daughter, son, grandparent, grandchild, brother, sister, aunt, uncle, niece, nephew, first or second cousin, corresponding in-law, “step” relation, foster parent, foster child, and any member of the employee’s household. Domestic partner relatives are covered to the same extent as spousal relatives.

(b) “Personal relationship” means an ongoing romantic or intimate personal relationship that can include, but is not limited to, dating, living together or being a partner or significant other. This definition applies regardless of gender, gender identification, or sexual orientation of the individuals in the relationship. This restriction does not extend to friends, acquaintances or former colleagues who are not otherwise encompassed in the scope of “personal relationships.”

## **SECTION 13. Prohibited Conduct.**

The following general principles will apply:

(a) Applications for employment by relatives and those who have a personal relationship with a covered individual will be evaluated on the same qualification standards used to assess other applicants. Transmission to the appropriate hiring authority of applications on behalf of individuals who have a family or personal relationship shall not in itself constitute an attempt to influence hiring decisions. Further input into the application process, however, may be deemed improper.

(b) Covered individuals will not make hiring decisions about their relatives or persons with whom they have a personal relationship, or attempt to influence hiring decisions made by others.

(c) Supervisory employees shall not directly supervise a relative or a person with whom they have a personal relationship. In the absence of a direct reporting or supervisor-to-subordinate relationship,

relatives or employees who have a family or personal relationship generally are permitted to work in the same department, provided that there are no particular operational difficulties.

(d) Covered individuals shall not make work-related decisions, or participate in or provide input into work-related decisions made by others, involving relatives or employees with whom they have a personal relationship, even if they do not directly supervise that individual. Prohibited decisions include, but are not limited to, decisions about hiring, wages, hours, benefits, assignments, evaluations, training, discipline, promotions, and transfers.

(e) To ensure compliance with this Section, all covered individuals must disclose to the Ethics Ombudsperson or the Affiliate Ethics Liaison, as appropriate, any relationships covered by this Section in accordance with Section 3(b) of this Code.

## **PART F: ENFORCEMENT**

**SECTION 14. *Ethics Officer.*** The office of the Ethics Officer is established to provide independent assistance to SEIU in the implementation and enforcement of the Code. The Ethics Officer shall be an individual of unimpeachable integrity and reputation, preferably with experience in ethics, law enforcement and the workings of the labor movement. The Ethics Officer shall provide his or her services under contract and shall not be an employee of the International Union or any of its Affiliates. The Ethics Officer shall be appointed by the International President and confirmed by the International Executive Board. The International President, the International Secretary-Treasurer, and the SEIU International Executive Board may refer matters concerning the Code to the Ethics Officer for review and/or advice, consistent with Sections 22 and 23.

**SECTION 15. *Ethics Ombudsperson.*** The office of SEIU Ethics Ombudsperson is established to oversee implementation and enforcement of the Code and ongoing efforts to strengthen the ethical culture throughout the Union. The Ethics Ombudsperson is responsible for providing assistance to the International Union and Affiliates on questions and concerns relating to the Code and ethical culture; directing the training of SEIU and Affiliate officers and staff concerning the Code and ethical culture; responding to ethics concerns and complaints consistent with Sections 17-23; receiving and resolving disclosures of conflicts of interest; assisting the Ethics Officer; and providing other support as necessary to the overall SEIU ethics program. The Ethics Ombudsperson, in consultation with the Ethics Officer, shall issue a report to the SEIU International Executive Board annually, summarizing compliance, training, enforcement, culture building and related activities, and making recommendations for modifications to the ethics program that he or she believes would enhance the program's effectiveness. The Ethics Ombudsperson may also conduct periodic reviews for the purposes of monitoring compliance with this Code and determining whether partnerships, joint ventures, and arrangements with management organizations conform to this Code, are properly recorded, reflect reasonable investment or payment for goods and services, further SEIU's tax-exempt purposes, and do not result in inurement, impermissible private benefit, or excess benefit transactions. The Ethics Ombudsperson shall be employed in the SEIU Legal Department.

**SECTION 16. *Affiliate Ethics Liaison.*** Each Affiliate shall appoint an Ethics Liaison who will be available for ethics advice or guidance, will serve as an Affiliate's key contact with the International's Ethics Ombudsperson, will assist in enforcement of the Code, will oversee the delivery of ethics-related training, will assist the Affiliate in strengthening its ethical culture, and will serve as an ethical leader in the Affiliate.

(a) Presidents, chief executive officers, secretary-treasurers, chief financial officers, chiefs of staff, and the equivalent of any of the foregoing are not eligible to serve as Ethics Liaisons.

(b) Affiliates are encouraged to consider rotating the Ethics Liaison position periodically, barring operational difficulties, to develop ethical leadership broadly in the Affiliate. Affiliates shall advise the SEIU Ethics Ombudsperson as soon as practicable of the appointment of Ethics Liaisons and of any vacancy that occurs in the position.

(c) Ethics Liaisons will regularly receive training from the International Union specific to the role. Affiliates should make every effort to ensure the participation of their Ethics Liaisons.

### **SECTION 17. *Complaints.***

(a) Any covered individual or member may file a written complaint concerning alleged violations of the Code. Oral concerns and complaints shall be reduced to writing for further processing as a complaint. Complaints should be signed or contain the name of the complainant(s), and shall be kept confidential pursuant to Section 24. Complaints alleging violation of the Code shall not be enforced under SEIU or Affiliate constitutions and bylaws unless they also allege violations of the constitutions and bylaws.

(b) The International Union shall post contact information for submission of ethics complaints on the SEIU website and shall provide that information on request.

(c) Each Affiliate shall provide its staff and membership with contact information for its Ethics Liaison.

### **SECTION 18. *Complaints Handled by the International Union.***

Complaints alleging violation of the Code that are submitted to the International Union or the Ethics Officer shall be referred initially to the SEIU Ethics Ombudsperson. The Ethics Ombudsperson shall review ethics complaints submitted to the International Union and shall respond to them in his or her discretion, including but not limited to providing advice or guidance, resolving them informally, directing them

to resources outside the ethics office, and referring them to the Ethics Officer or Affiliate for further processing. The individual submitting the complaint shall be notified of the status of the complaint as appropriate in the discretion of the Ethics Ombudsperson but in all events upon its conclusion.

### **SECTION 19. *Complaints Handled by Affiliate; Notice to Ethics***

**Ombudsperson.** Ethics complaints that are raised with or referred to an Affiliate shall be investigated by the affected Affiliate and, where appropriate, may form the basis of employee discipline or formal internal union charges to be processed before a trial body in accordance with the requirements set forth in the Affiliate's constitution and bylaws and/or the SEIU Constitution and Bylaws. The Ethics Ombudsperson may advise an Affiliate concerning matters related to the investigation and processing of complaints and charges alleging violation of the Code. Where a complaint involves an Affiliate's president, chief executive officer, chief of staff, secretary-treasurer, chief financial officer, or the equivalent, the Affiliate shall notify the Ethics Ombudsperson as soon as practicable. The Ethics Ombudsperson may consult with the Ethics Officer concerning any question referred by an Affiliate.

**SECTION 20. *Failure to Cooperate;*** Bad Faith Complaints. Unreasonable failure by a covered individual to fully cooperate with a proceeding or investigation involving an ethics complaint or alleged violation of this Code shall constitute an independent violation of this Code. SEIU reserves the right, subject to notice, investigation and due process, to discipline persons who make bad faith, knowingly false, harassing or malicious complaints, reports or inquiries.

## **SECTION 21. *Original Jurisdiction.***

(a) Requests for Original Jurisdiction. If an Affiliate or an Affiliate executive board member, officer, or member believes that formal internal union charges against a covered individual that also allege violations of this Code involve a situation which may seriously jeopardize the interests of the Affiliate or the International Union, or that the hearing procedure of the Affiliate will not completely protect the interests of the Affiliate, an officer or member, that individual may request that the International President assume original jurisdiction under Article XVII, Section 2(f) of the SEIU Constitution and Bylaws.

(b) Assumption of Original Jurisdiction by International President. In accordance with Article XVII, Section 2(f) of the SEIU Constitution and Bylaws, the International President may in his or her discretion assume original jurisdiction of formal internal union charges also alleging violation of this Code if as a result of an investigation he or she believes that the charges filed against a covered individual involve a situation which may seriously jeopardize the interests of the Affiliate or the International Union. In his or her discretion, the International President may refer the matter to the Ethics Officer for a recommendation concerning the possible assumption of original jurisdiction.

**SECTION 22. *Referral of Formal Charges to Ethics Officer.*** If formal internal union charges filed with the International Union under Article XVII, Section 3 of the SEIU Constitution and Bylaws also allege violation of the Code by an officer or executive board member of the International Union or an Affiliate, such charges may be referred to the Ethics Officer for review and recommendations.

## **SECTION 23. *Review of Claims by Ethics Officer.***

(a) If after review of the allegations of violations of the Code in

a complaint or formal charge, the Ethics Officer finds that the allegations have merit and/or warrant further investigation, he shall recommend a response or course of action for the International Union to respond to the complaint or charges, including but not limited to the following:

- (1) Further investigation by SEIU personnel and/or outside investigator(s);
- (2) Filing of formal charges under Article XVII of the SEIU Constitution and Bylaws;
- (3) Assumption of original jurisdiction by International President pursuant to Article XVII, Section 2(f) of the SEIU Constitution and Bylaws;
- (4) Appointment of an outside hearing officer to conduct a trial under Article XVII, Section 3 of the SEIU Constitution and Bylaws;
- (5) Discipline of covered employees;
- (6) Sanction of covered officers or members accused in formal proceedings, and
- (7) Other action deemed appropriate in the discretion of the Ethics Officer.

(b) If the Ethics Officer concludes, after review of allegations of violations of the Code, that the allegations are without merit or that further investigation is not necessary, he or she shall advise the International Union of his or her findings.

## **PART G: PROTECTION OF WHISTLEBLOWERS**

**SECTION 24. Confidentiality.** SEIU will make all reasonable efforts to keep confidential the identity of any person(s) raising an ethics concern, inquiry, report or complaint under the Code unless disclosure

is authorized by the complainant or is required for SEIU to carry out its fiduciary or legal duties. SEIU will also treat communications concerning ethics complaints or concerns with as much confidentiality and discretion as possible, provided that it remains able to conduct a complete and fair investigation, carry out its fiduciary and legal duties, and review its operations as necessary.

**SECTION 25. No Retaliation.** SEIU encourages all officers and employees to bring ethics concerns and complaints that the Code has been violated to the attention of the Union, as set forth more fully in PART F above.

(a) SEIU expressly prohibits retaliation against covered individuals and members for:

- (1) Making good faith complaints, reports or inquiries pursuant to this Code;
- (2) Opposing any practice prohibited by the Code;
- (3) Providing evidence, testimony or information relative to, or otherwise cooperating with, any investigation or enforcement process of the Code; and
- (4) Otherwise participating in the enforcement process set forth in PART F above.

(b) In particular, SEIU will not tolerate any form of retaliation against Affiliate Ethics Liaisons for performing their responsibilities.

(c) Any act of alleged retaliation should be reported to the SEIU Ethics Ombudsperson or the Affiliate Ethics Liaison immediately and will be responded to promptly.

# Regional Offices

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