

CONSTITUTION

OF

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 2

BREWERY, GENERAL & PROFESSIONAL WORKERS' UNION

Adopted on February 20, 2005

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CONSTITUTION

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 2

Brewery, General & Professional Workers' Union

ARTICLE 1 – Name

1.01 This organization shall be known as Service Employees International Union Local 2, Brewery, General & Professional Workers Union of the Service Employees International Union. The name may be abbreviated to Service Employees International Union Local 2 or to SEIU Local 2. Wherever the term "Union" is used in this Constitution, it means the Service Employees International Union Local 2 unless context requires otherwise.

ARTICLE 2 - Jurisdiction, Objective, Vision Statement

2.01 This Union shall have such jurisdiction for workers in SEIU's jurisdiction in British Columbia and in building service, industrial and allied, municipal services, private sector service industry, gaming including tracks and casinos, security and private laboratories in Ontario and otherwise as granted and approved from time to time by the International Union in accordance with the International Constitution.

2.02 SEIU Local 2 Vision Statement

- (a) In 2005, the Brewery, General & Professional Workers Union made the decision to join the SEIU and joined together with the non-health care membership of SEIU Local 1.0n to create SEIU Local 2.
 - (i) we will operate from a clear and strategic sense of direction from this membership driven Union;
 - (ii) we will become a powerful force to be reckoned with in organizing, bargaining and political action;
 - (iii) active and informed members will be our foundation. Because of our accomplishments as a Union 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 2 members;
 - (iv) we 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;

- (v) our strength will be based on growth-on increasing density in our industries - and on integrated programs of bargaining and political action;
 - (vi) 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; and
 - (vii) 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 Union.
- (b) The object of this 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 Union to organize its jurisdiction completely and fully. This Union shall, as an affiliate of the International Union, carry out all of the objects and purposes of the International Union.

2.03 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.

2.04 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 interests of the employer.

ARTICLE 3 - Membership

3.01 Any member of Local 2 who was a member in good standing in SEIU Local 1. on or the Brewery, General & Professional Workers Union at the time this Union Local 2 was chartered, shall be a member in good standing in SEIU Local 2.

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

3.03 This 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 Union for collective bargaining purposes including retired members and associate members.

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

3.05 Every member, by virtue of his or her membership in this Union is obligated to adhere to and follow the terms of the International Constitution, the SEIU Canadian Council Constitution, and this 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.

- 3.06 Every member, by virtue of his or her membership in this Union authorizes this 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 Union or its officers deem to be in the best interests of this Union.
- 3.07 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 Union of its legal or contractual obligations.
- 3.08 No member shall engage in or espouse disaffiliation in the course of any meeting, or shall slander or libel this Union, its members, or its officers, and shall not be a party to any activity to secure the disestablishment of this Union as the collective bargaining agent for any employee.

ARTICLE 4 - Withdrawal Cards

- 4.01 Members who are advanced to supervisory or other positions identified with management and members whose employment in bargaining units represented by the lead Union is terminated, shall apply for withdrawal cards within thirty (30) days thereafter, failing which, they shall be automatically expelled.
- 4.02 Other members who leave the coverage of the Union, except members who are on layoff but still retain recall rights, may elect to continue as active members upon payment of their regular dues. Should they fail to so elect, they will be deemed to be on withdrawal card status. A member who has elected to remain as an active member and who has paid the dues therefore, shall have voice but no vote at Union meetings and shall not be eligible to stand as a candidate for any elective or appointed position in the Union.
- 4.03 Members on withdrawal card status shall not attend meetings of the Union or participate in elections or any other business functions of the Union. A member on withdrawal card status shall return to active status immediately upon returning to a bargaining unit represented by the Union, but the Executive Board has the power to

require him or her to pay all dues which would have accrued during his or her absence if he or she returns to the bargaining unit from a supervisory position with the employer.

ARTICLE 5 - Officers, Executive Board, and Executive Council

5.01 The officers of this Union shall consist of a President, Secretary-Treasurer. The President and Secretary-Treasurer shall be full-time, paid positions.

5.02 This Union shall have an Executive Board consisting of:

- (a) the officers;
- (b) the ranking officer from each Branch Local Union which represents more than **150** members; and
- (c) four members elected at an Executive Council meeting from Branch Local Unions representing less than **150** members.

5.03 This Union shall have an Executive Council consisting of all of the members of the Executive Board and:

- (a) the second ranking officer from each Branch Local Union represented on the Executive Board by virtue of its' size; and**
- (b) Two (2) ranking officers from Branch Local Unions not represented on the Executive Board elected from amongst the Branch Local Unions not represented on the Executive Board within each of the following six geographical areas in Ontario:**
 - 1. The Greater Toronto Area;**
 - 2. Hamilton and the Niagara Peninsula**
 - 3. Ontario north from Sudbury**
 - 4. Georgian Bay/Muskoka**
 - 5. South Western Ontario (Brantford to Windsor)**
 - 6. Eastern Ontario (Oshawa to the border of Quebec)**

5.04 The initial term of office for the officers, shall be from the effective date until December 31, 2008.

The Officers and stewards of Branch Local Unions shall be the officers and stewards from the former BGPWU and Local 1.0n who represented those units as of the date of merger and they shall continue to hold office until the expiry of the terms for which they were elected.

The four at-large members of the Executive Board shall initially be appointed by the President of the Union from among those Executive Council members whose Branch Locals do not represent 125 members or more, and they shall hold office until December 31, 2008.

Commencing in 2008, all Officers, and at large members of the Executive Board, shall be elected to a four (4) year term of office.

- 5.05 No more than one member from any single bargaining unit can serve on the Executive Board.
- 5.06 To be eligible to run for any of the Officer positions, a candidate must be in continuous good standing for at least six months as a member of the Union and, during all that time have paid full dues to the Union, and is or has been a member of the Executive Board or an employee of the Union. If employed on the staff of the Union, an otherwise eligible member must have served in the capacity of a servicing representative for at least three years. Servicing staff recruited from SEIU Local 1.0n or the S.E.I.U. Canadian Council at the time this Union was chartered may include service with SEIU, including the SEIU Canadian National Office, for these purposes.
- 5.07 All officers and employees handling any monies of this 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 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 Union Officer not required by statute to obtain a bond.
- 5.08 Delegates to Conferences and Conventions

The Executive Board of the Union shall determine the number of delegates and alternates which shall represent it at conferences or conventions. Officers and members of the Executive Council of the 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. The number and composition of the delegation shall be determined by the Executive Board.

- 5.09 Delegates to the SEIU International and Canadian Conventions

All delegates to the SEIU International Convention and Canadian Council Conventions shall be elected by Union wide nomination and secret ballot election. For the purpose of this election process the President shall appoint the election committee which 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 has all of that time, paid the dues required for members of the Union within each month when due. The International President may waive the foregoing requirement for good cause shown.

ARTICLE 6 - Duties of Officers, Executive Board and Executive Council

- 6.01 President

It shall be the duty of the President to preside at all meetings of the Executive Board and Executive Council of the Union and to preserve order therein. The

President, or his/her designate, shall appoint all committees, report at all meetings, ensure that the Union'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, or his/her designate, shall have the full power and authority to sign all contracts and agreements or any other documents for or on behalf of the Union and to manage and carry on the affairs of the Union.

The President shall have the authority to hire, fire and manage 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 a member of all committees and delegations 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, subject to the decisions of the Executive Council decide all questions involving the interpretation and application of the Constitution.

6.02 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 Union that may be in his or her possession.

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

The Secretary-Treasurer will over see the meetings of the Executive Board and Executive Council when the President is absent.

It shall be the duty of the Secretary-Treasurer to keep a correct and impartial account of the proceedings of the Executive Board and Executive Council.

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

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 Union.

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.

The Secretary Treasurer shall forward to the International Secretary-Treasurer, by April 1, of each year, information and supporting documentation showing the average gross wage rate of its membership for the previous calendar year.

6.03 Executive Board

The Executive Board shall, while it is in session, manage and direct the affairs of the Union between meetings of the Executive Council.

The Executive Board shall enforce the laws of the International Union, the SEIU Canadian Council Constitution this Constitution, the instructions of the Union and its own decisions.

The Executive Board shall report to the Executive Council upon all matters which in its judgment require consideration by the 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 shall have the power to receive and hear complaints filed against any member or members (including determination of election protests), and act as trial board or appoint a trial board from amongst its members, and to submit 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 Board.

The Executive Board shall meet at least four times per year 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.

6.04 Executive Council

The Executive Council shall be responsible for reviewing and approving the financial reports of the Union, adopting and assisting in the development and implementation of programmatic plans and policies for the Union, receiving 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 Council shall meet **at least once every 18 months** at such time and place as hereafter determined by the President.

Nominations and elections of the four at-large Executive Board members will be conducted at the Executive Council meeting. Only members from those Branch

Local Unions without an Executive Board member by virtue of size may vote in the election of the at-large Executive Board members.

The decisions of the Executive Council shall be decided by a majority vote of those members present, except that amendments to the Constitution, and increases to the dues formula, must be approved by a two-thirds majority of the Executive Council. In these matters each member of the Executive Council, except the Officers shall vote the number of members in the Branch Local Union or bargaining unit he or she represents. The officers shall have one vote each.

6.05 Executive Board and Executive Council Members

Responsibilities Members of the Executive Board and Executive Council shall:

- (a) Attend all assigned Board and assigned regional membership meetings;
- (b) Participate in standing committees of the Constitution to which they have been elected and/or appointed;
- (c) Preside over committees as assigned by the President;
- (d) Engage in strategic planning and policy;
- (e) Ensure at all times a united union voice on all matters;
- (f) Be aware of the needs of the members in their regional section and ensure those needs are brought to the attention of the Executive;
- (g) Assist in facilitating Regional Membership meetings;
- (h) Submit reports on their regional activities at each meeting of the Executive

Board or Executive Council, as appropriate.

6.06 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. In the event of a vacancy in the office of the Secretary-Treasurer the President shall, in consultation with the Executive Board, appoint a successor who shall hold office for the balance of the unexpired term. Vacancies in other elected office, including Branch Local Union officers and stewards, occasioned by death, resignation, forfeiture or other causes shall be appointed by the President in consultation with the appropriate Branch Local stewards and officers or by election.

- 6.07 If a member of the Executive Board or Executive Council member misses three consecutive meetings without furnishing suitable reasons for absence satisfactory to the President, their position shall be declared vacant.

ARTICLE 7 - Branch Local Unions

- 7.01 Each bargaining unit of the Union shall be chartered as Branch Local Union of the Union.

- 7.02 Each branch local union shall elect its own President and Recording Secretary, whose duties and responsibilities are set out in below.

- 7.03 Branch Local Union President: He or she shall act as Chairperson at all regular and special meetings of the Branch Local Union, conduct the same in accordance with the Constitution and shall ensure that the Branch Local officials and stewards perform their duties.
- 7.04 Branch Local Recording Secretary: He or she shall keep a correct record of the proceedings of the Branch Local Union in a book provided for that purpose, and shall act as a secretary of all regular and special meetings of the Branch Local. He or she shall record the attendance and absenteeism of all members. He or she shall read the minutes of any meetings held since the last regular meeting, and when they have been accepted by the membership (as read or amended), they shall be deemed to be conclusive on all matters contained therein. He or she shall submit copies of all such records to the Secretary Treasurer of the Union.
- 7.05 Each Branch Local Union may, if it so chooses, adopt its own Bylaws, so long as those Bylaws do not conflict with the Constitution of this Union. Branch Local Unions without their own Bylaws will operate under the appropriate provisions of this Constitution.
- 7.06 The President of the Branch Local Union shall call all regular meetings of the Branch Local Union as required.

ARTICLE 8 – Elections

- 8.01 The President and Secretary Treasurer shall be elected by the membership of the entire Union. Branch Local Union Presidents, Branch Local Union Recording Secretaries and Stewards shall come from and be elected by their respective bargaining unit or departments.
- 8.02 Any member except a non-elected employee of the Union, is eligible for election to any Branch Local Union office if:
- (a) He/she has been a member in continuous good standing of the Branch Local for at least six months immediately preceding the nominations; or
 - (b) He/she has been actively employed pursuant to the collective agreement between the Branch Local and its employer for at least six months immediately preceding the nominations, and
 - (c) Has, during all that time, paid the full dues required for members of the Union within each month when due.

However, if the office involves the representation of full-time employees, a part-time employee may not be a candidate for such office unless no full-time employee accepts nomination.

Eligibility for election to the office of President or Secretary-Treasurer shall be as set out in Article 5.6.

- 8.03 Nominations for the election of President and Secretary Treasurer will take place at the Executive Council meeting held prior to the expiration of his/her term of office.

Nominations for Branch Local Union officers and stewards shall be made at a special membership meeting, called for that purpose between October 1 and November 15 in each year. Branch Local unions may decide to acquire nominations by means of postings in the workplace.

- 8.04 The term of office for Branch Local Union officers and stewards elected after June 5, 2007, shall be two (2) years, except when an officer or steward is reelected to the same office which he or she has held for at least one (1) year immediately prior to his or her re-election, in which case the term of office shall be four (4) years.

Notwithstanding the above, a Branch Local Union may adopt bylaws that provide that an officer or steward of the Branch Local who is re-elected to the same office which he or she has held for at least one (1) year immediately prior to his or her re-election have a term of office of three (3) years.

- 8.05 Nominations may be made from the floor by any member in good standing and do not require a second. When the Chairperson is satisfied that no further nominations are coming, he or she shall ask this question three times:

"Any further nominations?"

If there are no further nominations, the Chairperson shall then declare nominations closed. The Secretary shall then read the names of the nominees in the reverse order in which they were nominated and those wishing to decline may do so.

- 8.06 A member may be nominated or accept nomination without the nominee or nominator being present at the meeting, provided that the nomination or acceptance is in writing and either delivered or faxed to the Union office prior to the meeting, or presented at the meeting. All written nominations or acceptances must be signed by the nominator and the nominee.
- 8.07 No member may stand as a candidate for two offices at one time or hold two offices at one time, except that a member who already holds a position for which his or her term has not expired shall be entitled to stand for another office. If successful, he or she is required to resign the previous position.
- 8.08 Upon completion of the nominations, an election committee of one to three members shall be elected and it shall elect its chairman. No more than one member shall serve from any one Branch Local if the election affects more than one Branch Local. The election committee shall conduct the election in accordance with this Constitution. It shall be charged with the responsibility of arranging and supervising the voting and the distribution and counting of the ballots before December 20. No candidate for office shall serve on the election committee. The election committee shall make a report of its findings at the next Executive Board or Branch Local Union meeting, as appropriate, and, subject to allegations that its report is incorrect, shall declare the candidate receiving the greatest number of votes elected.

8.09 Where feasible, all elections shall be conducted at the work place.

8.10 Before the newly elected Officers are installed, the Chairperson shall read:

"I (give name), do solemnly promise that I shall support the Constitution of S.E.I.U. Local 2 that I will uphold the Bylaws of this Union; also all orders, regulations and rules of this Union; that I will faithfully discharge the duties of my office; that at the expiration of my term of office, I will surrender to my elected and qualified successor in office, all property, rights and other matters belonging to this Union; that at any time during my incumbency I will, whenever the Union shall so desire, make a detailed report of any and all matters in my keeping or under my control."

ARTICLE 9 - Meetings

9.01 It shall be mandatory for the each Branch Local Union to hold membership meetings at least four times per year. Special meetings can be called whenever required.

9.02 Special meetings called for a specific purpose shall have a special agenda prepared, and this agenda will be strictly adhered to. Business not coming within the scope of the announced purpose shall not be transacted at special meetings. Reasonable written notice stating the time, place and purpose of special meetings shall be given.

9.03 A member wishing to speak must first be recognized by the Chairperson. He or she shall state his name and the plant he or she represents, and shall confine his or her remarks to the question at issue.

9.04 No member shall speak more than once on the same question until all members wishing to speak on the question have had an opportunity to do so; then a member will be allowed to speak a second time.

9.05 No member shall interrupt another member except to call a point of order.

9.06 When a member is called to order he or she shall, at the request of the Chairperson, take his seat until the point of order has been restored.

9.07 The mover of a motion shall have the first and last say respecting the motion itself.

9.08 Should a member persist in unparliamentarily conduct, the Chairperson shall be compelled to name him or her and submit his or her conduct to the judgement of the meeting. In such cases, the member whose conduct is in question shall explain and then withdraw, and the meeting shall determine what course to pursue in the matter.

9.09 Before the question is put, the Recording Secretary shall read the motion and the Chairperson shall ask:

"Are you ready for the question?"

If no member wishes to speak, the question shall be put.

9.10 Questions may be decided by a show of hands, a standing vote or a secret ballot vote. Secret ballot voting may be demanded by forty (40%) percent of the membership present and the Chairperson must rule accordingly.

9.11 A member may appeal the decision of the Chair. The member challenging can briefly state his reason for the challenge. The Chairperson must make an explanation of his ruling. The Chairperson shall then put the question:

"Shall the decision of the Chair be sustained?"

9.12 In the case of a tie vote, the Chairperson shall cast the deciding ballot.

9.13 There shall be no discussion on a motion until it is seconded. A motion to amend and a motion to amend the amendment must be seconded before discussion can be entertained. There can only be one amendment to a motion and one amendment to the amendment. No amendment or amendment to an amendment shall be in order which is a direct negative of the motion.

9.14 The vote shall first be on the amendment to the amendment then on the amendment and last on the motion.

If the vote on the amendment to the amendment is in the affirmative and the vote on the amendment is in the affirmative, the Chairperson shall then declare:

"You will now vote on the motion as amended."

However, if the votes on the amendment to the amendment and the amendment are negative, the Chairperson shall then declare:

"You will now vote on the former motion."

9.15 A vote that the regular order of business be suspended will be carried if supported by a two-thirds majority vote.

9.16 When two or more members rise to speak at the same time, the Chairperson shall decide which one is entitled to the floor.

9.17 When a question is on the floor, no motion shall be in order except:

- (a) to call for the question
- (b) to lay on the table
- (c) to refer
- (d) to postpone for a definite time
- (e) to divide the question or
- (f) a motion to amend. Said motions shall have precedence in the order named.

- 9.18 A motion to adjourn is in order except:
- (a) when a member has the floor
 - (b) when members are voting or
 - (c) when there is a properly seconded motion on the floor.
- 9.19 A motion to adjourn, having been put and lost, shall not be in order again if there is further business before the meeting until ten (10) minutes have elapsed.
- 9.19 The agenda for all regular meetings shall be:
- (a) Calling of meeting to order
 - (b) Roll Call of Officials
 - (c) Reading of Minutes of previous meetings;
 - (d) Officer's reports
 - (e) Initiation of new members
 - (f) Report of delegates
 - (g) Unfinished Business
 - (h) For the Good and Welfare of the organization
 - (i) Adjournment
- 9.21 In all matters, meetings of this Union will be conducted according to Roberts' Rules of Order.

ARTICLE 10 - Fees, Dues & Assessments

- 10.01 The revenues of this Union shall be derived from monthly dues, initiation fees fines and assessments, dues and such other sources as may be approved by the Executive Board.
- 10.02 The regular dues of this Union shall be as follows:

Effective January 1, 2009, with the exception of members employed in bargaining units where the base rate is \$30.00/hour or more (who shall pay monthly dues equal to 2.5 times the base hourly rate in the unit plus \$1.00 per week) the dues to be paid by each member shall be 1.8% of their non-overtime earnings with a minimum monthly amount of \$11.00.

The initiation fee for new members shall be six times the employees hourly rate at the date of his/her completion of the probation period as set out in the bargaining unit's collective agreement. The initiation fee may be reduced or waived by the Executive Board in organizing campaigns.

The President of the Local shall have the discretion to phase in the above dues formula over a period of up to three years in exceptional circumstances.

The Executive Board may provide for differing dues formulations for periods up to five years in cases where the Local has entered into merger agreements with Unions or Local Unions that join the Local.

- 10.03 Each member must pay the dues or assessments of this Union on or before the last day of the month in which the same are due and the 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.
- 10.04 Any member failing to pay dues and assessments of the Union 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 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.
- 10.05 This Union shall pay per capita tax to the International Union for any person from whom the Union receives revenue, whether called dues or otherwise. This 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.
- 10.06 All records of this 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.
- 10.07 Neither this Union nor any subdivision thereof, nor members or groups of members, including councils, conferences, leagues, clubs or any association composed of members of this Union, or any subdivision thereof, shall in any manner, directly or indirectly, use, exploit or trade upon the name of the International Union, SEIU Canada any affiliated body, or this Union, or any similar name or designation Neither shall this Union nor any subdivision thereof, or members or groups of members, including councils, conferences, leagues, clubs or any association composed of members of this Union, or any subdivision thereof, levy or collect any taxes, dues or any other moneys, nor in the name of the International Union, or affiliated body, or in the name of this Local Union, or 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 11 - Collective Bargaining

- 11 .01 The negotiating committee for negotiations with the brewing industry shall consist of the President, Local Presidents of Branch Locals Unions affected by the negotiations, and such others as the Executive Board or the President, may deem necessary. The negotiating committee for all other bargaining units shall consist of an officer or staff representative, the Branch Local Union President of the Branch Local affected

and such others as the Executive Board or the President, may deem necessary.

- 11.02 Should there be industry-wide bargaining with the brewing industry and no representative of the maintenance trades is on the Negotiating Committee by virtue of his/her office, the members in the maintenance trades will appoint or elect a representative to serve on the negotiating committee.
- 11.03 The terms and conditions of any memorandum of agreement shall not be divulged to the membership except at the ratification meeting called to vote on the memorandum of agreement.
- 11.04 The results of any collective bargaining negotiations shall be subject to ratification by the majority of the secret ballot votes cast by the affected members at a duly called meeting.
- 11.05 The Local 2 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 will be advised of the number of employees covered and the date of expiry of the collective agreement.
- 11.06 A true copy of all collective bargaining agreements and contracts entered into by this Union shall, immediately upon execution, be filed with the International Department of Research and Local 2.

ARTICLE 12 - Strikes and Lockouts

12.01 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.

12.02 In order for a strike to be instituted the membership must have voted twice to reject the last and final offer from the employer by a majority of 50% plus one.

12.03 Members of this 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 Union has stated that it has complied with all applicable notice requirements. If this Union fails to give such notice, the International President may withhold sanction for the strike called by this Union.

12.04 Where a legal strike or lock-out has been implemented in accordance with the above, the Union shall provide strike/lock-out relief benefits of \$150.00 per week for each member who actively pickets. **Such benefits will be payable commencing with the end of the second full week of strike or lock-out and shall continue to be paid until the end of the fourth full week of strike or lockout at which time the strike/lockout relief benefits will be increased to \$200.00 per week for each member who actively pickets and these benefits will continue to be paid for the duration of the strike or lockout as long as the Union is financially able to do so.** In addition the Union will, whenever possible continue the medical, dental and life insurance benefits for said members.

Members who obtain employment for two (2) or more days in any week shall not be entitled to strike/lock-out relief for such week.

Members who refuse to carry out their assigned strike/lock-out duties shall not receive any strike/lock-out relief and shall be subject to disciplinary action within the discretion of the Executive Board, which may include expulsion from membership.

ARTICLE 13-Affiliations

13.01 This Union will affiliate with the Ontario Federation of Labour and labour councils, where these exist and where the Branch Local membership, have voted to do so, and with the Canadian Council of SEIU.

ARTICLE 14- Committees

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

14.02 The Standing Committees of this Union shall consist of:

- (a) Executive Board
- (b) Human Rights and Equity Committee
- (c) Organizing Committee and
- (d) any other committees as the Union may from time to time deem advisable

ARTICLE 15 - Charges and Appeals

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

15.02 Wherever charges are preferred against any member or officer of this Union, the charges shall be filed in writing with the Secretary-Treasurer or where the Secretary Treasurer is a party to the charges, with the President. The charging party should specify what he/she believes constitute a basis for the charges and the specific subsection(s) this Constitution or the International Constitution the charging party believes has been violated. The Secretary-Treasurer or President as appropriate, 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 Board 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.

15.03 The basis for charges shall consist of the following:

- (a) Violation of any specific provision of this Constitution.
- (b) Violation of the oath of loyalty to the Union.
- (c) Violation of the Oath of Office.
- (d) Gross disloyalty or conduct unbecoming a member.
- (e) If the holder of an elected position, gross inefficiency which shall hinder and impair the interests of the Union.
- (f) Corruption or financial malpractice.
- (g) Secession or fostering the same.
- (h) Defamatory or scurrilous abuse of fellow members or holders of elected positions by written or oral communication.
- (i) Sexual harassment of fellow members.
- (j) Activities which tend to bring the Union into disrepute.
- (k) Disobedience to the regulations, rules, mandates and decrees of the Union.
- (l) Breaking authorized strikes.
- (m) Except to the extent that a professional security officer is required to report to his/her employer, denunciation of fellow workers.
- (n) Any offence that will cause an injury to the members of the Union in general.
- (o) Subversive activities.
- (p) Maligning and slandering the holder of an elected position.
- (q) Failing to carry out the orders of the Union or its Strike Committee during a strike or lock-out.

15.04 The Officer with whom the charges are filed shall cause a copy of the charges to be served upon the accused member or Official in person or by registered mail, together with reasonable notice of the time and place of the trial. The accused shall be accorded a fair trial before a Trial Board designated by the Executive Board. The charging party and the accused shall be allowed representation by another member in good standing as counsel, and shall have the right to cross-examine and produce relevant testimony and witnesses.

15.05 No member of the Executive Board who is a party to the charge or who is a witness at the trial may participate as a member of the Trial Board or in the final disposition of the case.

15.06 The Trial Board, after requisite due process has been afforded, may impose such penalty as it deems appropriate as the case requires on a member or Officer who has been found guilty of violating the Constitution of the Union.

15.07 Any member or Officer who has been found guilty by the Trial Board of the Union has the right to appeal the decision of the Trial Board to the Executive Board. The decision of the Executive Board shall be final.

The decision of the Executive Board shall be made by majority vote of the members attending, except where the penalty imposed by the Trial Board involves removal from office, expulsion from membership or suspension of more than five days from membership, in which case the vote must be by at least a two-thirds majority to uphold the penalty.

- 15.08 Members must exhaust all remedies provided for under this Constitution before resorting to any other agency or tribunal.
- 15.09 In any trial conducted under this Article, the Trial Board is empowered to order members to appear as witnesses at the request of either party. A member shall be obligated to comply with such instruction and may be subject to disciplinary action at the hands of the Trial Board within the meaning of Article 11.05 if he or she fails to do so.
- 15.10 In the event disciplinary action is taken against the accused, appeals may be taken in accordance with the provisions of the Constitution of the International Union.
- 15.11 Subject to the provisions of applicable statutes, every member or officer of this Union against whom charges have been preferred 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 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.
- 15.12 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.

ARTICLE 16— No Conflict of Interest

- 16.01 This Union recognizes that members employed as professional security officers may be required to monitor other employees or protect the property of their employer. This Union further recognizes that there must be no conflict of interest between members employed as professional security officers and workers monitored by such professional security officers, even though such workers may be represented by other S.E.I.U. Locals or affiliates.
- 16.02 Where the responsibilities referred to in Article 16.01 conflict with a professional security officer's responsibilities under the Constitution of this Union, the International Constitution or the Canadian Council Constitution, a professional security officer must nonetheless follow the lawful instructions and directives of his or her employer, in which case the professional security officer will not be charged under Article 15 of the Constitution of this Union, the International Constitution or the Canadian Council Constitution. For greater certainty, such responsibilities include but are not limited to a professional security officer's obligation to:
- (a) participate in investigations which involve other employees;
 - (b) assist in disputes between employees;
 - (c) assist in disputes between the public and employees;
 - (d) assist in disputes between other third parties (such as patients, customers, etc.) and employees;
 - (e) help escort unwelcome and disruptive persons off employers' premises; and

- (f) prevent unwelcome persons from entering employers' premises.

ARTICLE 17-Quorum

17.01 A quorum shall consist of the majority of the members in attendance 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 18 - Honouraria

18.01 The Union will continue the practice of paying honouraria to its Branch Local Union officers and stewards. Each Branch Local will advise the Union no later than December 1st of each year of those Branch Local officers and stewards eligible to be paid an honourarium for the year and the amount of such payment. Branch Local Unions with more than 125 members will be expected to maintain a ratio of officers and stewards to membership of no more than 1 steward or officer to 20 members. With respect to Branch Local Unions or bargaining units of less than 125 the Union will make such payments subject to a combined maximum of 5% of the dues remitted from that Branch Local Union.

ARTICLE 19 - Dissolution

19.01 This 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. In the event of secession, dissolution or disaffiliation, all properties, funds and assets, both real and personal, of this Union shall become the property of the International Union. Under no circumstances shall this Union distribute its funds, assets, or properties individually among its membership.

ARTICLE 20 - Property Rights

20.01 The title to all property, funds, and other assets of this Union shall at all times be vested in the Executive Board for the joint use of the membership of this 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 Union, including the funds of this Union.

ARTICLE 21 - Effective Date

21.01 This Constitution shall be in effect as of February 20, 2005, and shall remain in effect until such time as amended.

ARTICLE 22 - Amendments and Relation to International Constitution

22.01 The Constitution of this Union may be amended by the Executive Council as set out in Article 6.05, provided no amendment shall be valid or become effective until approved by the International Union.

22.02 The Constitution of this Union shall at all times be subordinate to the International Constitution and the Canadian Council Constitution, as they may be amended. In the event that there is conflict between the Constitution and the Bylaws of this Union or any amendments thereto and the International Constitution the provisions of the International Constitution shall prevail.

ARTICLE 23— Removal from Office

23.01 A Steward may be removed by way of a Trial Board decision pursuant to Article XVI hereof, or by way of a recall vote held at a special meeting called for that purpose. Such special meetings will only be called if a petition requesting recall which is signed by at least two-thirds of the affected membership is delivered to the President of the Local.

To be effective, a motion to recall must pass by two-thirds majority of all the affected members.

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Bottom:

J. Cameron Nelson
President

Ted Mansell
Secretary Treasurer

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