

**CANADA EMPLOYMENT AND IMMIGRATION UNION
BY-LAWS, REGULATIONS AND POLICIES BOOKLET**

PART "C"

POLICIES

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CEIU POLICY 2 LEGAL ASSISTANCE

Objective:

The purpose of this policy is to detail the circumstances, conditions and the process under which CEIU may fund or reimburse the costs of legal assistance to individual members.

The Union shall pay up to five thousand (\$5,000) of the legal fees of a legal counsellor. In all cases, the authority and responsibility for the approval of legal assistance requiring the expenditure of CEIU funds, rests solely with the National President.

1. **Circumstances:**

- 1.1 When a member is required to appear before or be interviewed in connection with a judicial, investigative, or other inquest or inquiry; or
- 1.2 When a member is sued or threatened with a suit; or
- 1.3 When a member is charged or likely to be charged with an offence; or
- 1.4 When a member is faced with other circumstances that are sufficiently serious as to require legal assistance; and

the Crown declines to indemnify or provide legal assistance pursuant to the *Policy on the Indemnification of and Legal Assistance for Crown Servants*; or

the requirement for legal assistance arises out of a member's performance of their duties as a union representative.
- 1.5 When a member is suspended from duty or terminated.

2. **Conditions:**

- 2.1 The member must be a member in good standing.
- 2.2 The need for legal assistance must arise as a result of a job related matter or activity.
- 2.3 The member must have acted honestly and without malice within their scope of duties or employment.

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2.4 The member must first have exhausted the procedures available to him or her under the Collective Agreement, the Public Service Staff Relations Act and/or other pertinent legislation such as the Canadian Human Rights Act, etc.

2.5 The member must first have requested and been denied legal assistance by the Public Service Alliance of Canada.

3. **Process:**

Members seeking legal assistance from the union must:

3.1 Make request and obtain approval from the union before initiating independent legal action.

3.2 Provide a clear and comprehensive rationale for the request supported by appropriate documentation.

3.3 Provide written agreement to seek judgment in respect of costs and repay any amounts expended on their behalf should costs be rewarded by the Court or assumed/reimbursed by the Employer.

November 1984 (as amended Sept/97, Mar/04)

**CEIU POLICY 3
ADMINISTRATIVE INVESTIGATIONS**

ADVICE TO FOLLOW FOR MEMBERS AND REPRESENTATIVES

INTRODUCTION

The advice provided in this policy is applicable not only to members who are the object of an administrative investigation, and to their representatives, but also to members and their representatives who might be called upon as witnesses in these investigations.

1. **When a member is convened by the employer at an administrative investigation or a fact-finding meeting:**

1. **Always** demand that the notification be made in writing and for what purpose; as for the contents of this notification, refer to Section 3 of this policy.
2. **Immediately** contact your local union.
3. If there is no local union or union representative, here are the alternatives available:
 - contact the CEIU Regional Union Office
 - contact a district union representative, or a national vice president;
 - or
 - hire a lawyer of your choice; please note, however, that this choice involves legal costs which are the responsibility of the PERSON who chooses this option
4. **Never** follow up on a notification from the employer and **never** speak to management or the committee members **before having received the vital advice**, either from the union, or the lawyer chosen.
5. **Never** give in or accept to be threatened by anyone. You have the legal and absolute right to protect yourself; never meet with the committee or management without your representative.
6. **Never** give in to intimidation and **never** sign a statement without first receiving the vital advice.

2. **Basis for the Administrative Investigations**

It seems that the government institution has a disciplinary authority with respect to its employees and that, with regard to the application of justified disciplinary action; the body has power of investigation under Sections 7 and 11 of the *Financial Administration Act*.

3. **The Letter of Notification - Its Contents**

3.1 **Notification of the Person with Respect to Whom the Administrative Investigation Is Held**

This document must specify:

1. the right of the person under investigation to be represented by his/her union, by a lawyer or another person of his/her choice, as an indispensable condition for the holding of the interview;
2. a clear and precise description of the terms of reference, as well as its source. (Obtain a copy of the terms of reference). In order to avoid "fishing sessions", the terms of reference must be specific and clear and indicate the period which they cover.
3. the list of the members of the investigation committee, their names, titles and roles;
4. as the case may be, it must indicate that disciplinary action may be taken following the testimony received during this interview;
5. the right to obtain the transcript of the testimony or the minutes of this interview;
6. a clear and precise description of the alleged misconduct and the specific role for which the person convened is blamed, in order to prevent the committee from trying to "go fishing";
7. attach to this letter a copy of Chapter 7 of the Staff Relations Guide;
8. attach to this letter of notification the list, and the testimony of the witnesses already interviewed, as well as the guarantee of receiving them should other witnesses be interviewed later;
9. attach to this letter of notification the complete list of questions the committee intends to ask the person interviewed;

10. the date, place and time of the interview; demand that the employer allow the time felt required to properly prepare for the meeting.

3.2 Notification of a Member as Witness in an Administrative Investigation or Fact-Finding Meeting

1. proceed along the same steps as those indicated in section 1 of this policy;
2. the letter of notification must indicate the right to representation, the description of the committee's terms of reference, the list of members of that committee, the source of the terms of reference, the right to the transcript of your testimony, as well as the complete list of questions the committee intends to ask you.

3.3 Important Comments

1. The employer, through its committee, can compel the presence of the person under investigation, or a witness. **HOWEVER**, the testimony of those persons must be **VOLUNTARY. No threat made by anyone must make you forget this point.**
2. **No one is required** to incriminate himself/herself or a colleague; too often, the employer is looking for his proof through interviews.

4. Advice for the Representatives of the Person under Investigation, or Witnesses

1. Ensure that the items contained in section 3 of this policy are met.
2. Gather the full file of the investigation; the person under investigation or interrogation must become aware of the facts even before meeting with the committee.
3. At the interview, exercise your right to question and cross examine all the witnesses, if deemed appropriate. Do not allow the employer to confine the union representative in an observer role with no right to speak. The union representative may speak at any time but may not answer on behalf of the person being interviewed.
4. Take the personal notes of the testimony gathered. Any audio and/or video recording made during the interview must be made by mutual agreement.

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5. Advise the person convened as to whether he/she must answer or not each question; review carefully with him/her the scope of each question; at the interview, if necessary, ask for adjournment before answering.
6. Demand from the committee all the time deemed necessary for the persons convened to prepare themselves carefully.
7. Ensure that the investigation committee remains within its original terms of reference, that it complies with the time limits; prevent the committee from asking suggestive questions, and from gathering evidence of hearsay.
8. Carefully advise the person convened **never** to meet with the employer without the presence of his/her representative being present and to **never sign** a document provided by the employer without informing his/her representative of the existence of such a document.
9. The representative never meets with management or a member or members of the investigation committee without the presence of the member called as a witness or who is under investigation.
10. Carefully establish with management and members of the committee that the participation of the person under investigation, or of a witness, depends strictly on the conditions outlined in this policy.
11. The union representative may, at any time, ask the National Union Representatives (NURs) at the Regional Union Office for technical assistance and advice. If there is any doubt as to what action to take, contact the CEIU Regional Union Office. Assistance will be provided at all times.
12. Demand that the employer provide the union representative with the list of all present and future witnesses in the matter as well as the notes taken when they testified. Notify the employer that the union reserves the right to examine or cross-examine all witnesses if it feels that this is required.
13. National Union Representatives may call upon the CEIU National Vice-President(s) for political involvement, as required, in this type of case.
14. The union representative shall urge the member or witnesses to request a full copy of the investigation report and findings at the earliest possible date.

15. The member shall be accompanied by a union representative when receiving the investigation findings or at any future meeting, disciplinary or other, with the employer.

CONCLUSION

CEIU does not endorse fraud nor approve abuse or conflicts of interest in any way.

However, CEIU shall accompany members who so request while they are being subjected to such investigations or to reprisals by the employer.

CEIU shall carry out an in-depth analysis of the investigation file and of the employer's evidence in order to represent the member being imposed disciplinary or administrative action.

Where the wrongdoing is excessively serious, the PSAC bargaining agent shall not be able to support the case, and CEIU shall have to take this into account in its analysis.

Where the investigation involves several members, the employer shall notify the union that meetings are to be held soon, so that CEIU may prepare to assign representatives. The employer is not required to provide the names under the *Access to Information Act*.

Investigations shall be an item on the agenda of general membership meetings so that the general membership is informed of the position of CEIU. A copy of this policy shall be provided to each member and posted on the union bulletin board.

It is obvious that the Union does not endorse the holding of administrative investigations for several reasons. We refuse to cooperate in building up proof against one of our members. In the past, the employer abused this authority at our members' expense. No member is forced to incriminate him/herself, and furthermore, **NO MEMBER MUST DENOUNCE ANOTHER MEMBER.** For those reasons, administrative investigations must be abolished, and we must all work together towards that end.

October 1985

As amended Sept 2004, March 2005

**CEIU POLICY 4
CHILD AND DEPENDENT CARE**

(FOR SPECIAL NEEDS CARE FOR DISABLED MEMBERS, REFER TO POLICY 10)

1. Definitions

1.1 Child

For the purposes of this policy, a child is a minor 17 years of age and under who resides permanently with a member.

1.2 Dependent

For the purposes of this policy, a dependent shall be defined as a person who is permanently residing with a member and who is either disabled, aged and/or infirm.

2. Objective

2.1 The objective of this policy is to remove the barriers which prevent members from participating fully in the Union. In order to ensure quality child care and flexibility of arrangements, child care will be provided on site, or members will be reimbursed for expenses incurred for care provided at home or by a licensed agency.

2.2 It is not the intention of this policy to provide funds to spouses or companions of members.

3. Provision of Care

3.1 Provisions for child and dependent care shall be made available for all national union functions

4. Eligibility Requirements

4.1 For dependent care, in order to qualify for reimbursement, a Doctor's certificate—which will be required only once and reimbursed by CEIU if there were any costs-- will have to be provided by the member indicating the normal residence of the dependant, the level of care required, the number of hours of care required, etc. An appropriate expense claim form must be completed by the member. Incomplete forms will be returned to the member.

5. **Funding**

5.1 **General**

Reimbursement will be paid on submission of a receipt for reasonable expenses incurred when a member must obtain care for a child/dependent because of absence due to approved union activity taking place outside of NORMAL working hours.

5.2 **Dependent Special Needs Care**

Upon submission of appropriate receipts, CEIU shall reimburse the member for extra costs incurred in order to provide adequate care to his/her dependent while attending union activities called by the National President or a National Vice-President.

5.3 **Care by Licensed Agency**

If care is provided by a licensed agency, the rate of reimbursement will be at the actual cost. The request for reimbursement will be accompanied by a receipt / invoice signed by the person responsible.

5.4 **Care by Someone other than Agency or spouse/companion**

5.4.1 If the care is provided by someone other than an agency or the spouse/companion, the maximum reimbursement rate will be \$45.00 per day for the first child/dependent and \$20.00 per day for each additional child/dependent. An additional maximum amount of \$30.00 for the first child/dependent and a maximum amount of \$20.00 for each additional child/dependent will be paid if overnight care is provided.

5.4.2 In the case of a private individual, the request for reimbursement will include the name and mailing address of the provider as well as his/her SIN number. Payment will be made directly to the care provider.

5.5 **On-Site Care**

5.5.1 **Availability**

5.5.1.1 Upon request by at least one participant, child care shall be provided on site.

5.5.1.2 Child care shall be made available for any evening sessions, if they form part of the schedule of events.

POLICY 4

5.5.2 Reimbursement shall include:

- the cost of any meals incurred by child/children while under such care;

- the cost of any additional expenses incurred as a result of the child/children residing in the member's room.

5.6 Care by Member/Parent

5.6.1 If on site child care is not required but the child accompanies the parent, the following will be paid: \$40.00 per day per child, without receipts, or a maximum of \$60.00 per day per child, with receipts.

5.6.2 The member shall be reimbursed travel costs to bring his/her child/children to the maximum allowable to what it would have cost to have left the child at home.

5.6.3 Consideration will be given for special or unusual circumstances. However, the member must provide information and details in advance to the Union.

October 1985 (As amended: November 1988; February 1996; March 1999; October 2000; March 2003; March 2004; May 2007, September 2007)

CEIU POLICY 5
STAFFING

Policy being reviewed and re-written due to introduction of new *Public Service Employment Act*.

**CEIU POLICY 6
LAY OFF**

CEIU's policy on lay offs as related to collective agreements is:

1. There shall be no lay offs during the term of this contract.
2. Surplus employees shall not be required to accept employment outside a 40 km radius of his/her work location.
3. Surplus employees shall be offered severance payments and/or termination payments to accept buy outs or early retirement without penalty.
4. Seniority will be the determining factor used in a surplus situation.

*May 1986
Amendment - May 1988*

**CEIU POLICY 7
NATIONAL EMPLOYMENT EQUITY**

1. The CEIU shall, through its committees, establish the priorities, objectives and plan for employment equity.
2. The CEIU actively promotes full participation and equal voice with the employer in formulating, implementing and reviewing National Employment Equity policies and programmes.
3. The CEIU will actively solicit input and representation from its members regarding National Employment Equity policies and programmes.
4. National Employment Equity will include education seminars, publications and presentations to the Regional Presidents Conference.
5. The CEIU will encourage full participation of women, aboriginals, persons with disabilities, visible minorities, gays, lesbians, bisexuals and transgendered persons, and other potential equity groups at all levels of union activity.
6. The National Vice-President for Human Rights will be the union representative in any Joint National Union/Management National Employment Equity Committee.
7. CEIU will actively pursue the inclusion of National Employment Equity and anti-discriminatory clauses in the collective agreements.
8. That all premises occupied by members of CEIU within all federal departments and agencies be readily accessible to persons with disabilities.
9. The CEIU fully supports the employment equity programme within its federal departments or agencies that allows redress of systemic discrimination. This would include but not be limited to:
 - a) A hiring practice wherein special measures are introduced to hire and develop members of equity groups.
 - b) An acceptance of the principle of equal representation between workforce and the general population.
 - c) A hiring of equity persons in indeterminate positions at the entry level of the public service should be followed. Employment equity positions should be established at all levels of each occupational group over and above existing person-years allocated to each managed location.

POLICY 7

10. The CEIU will actively pursue with the employer the joint development and delivery of an employment equity training package. CEIU's position is:
 - a) that the trainers be members of equity groups with an equal number of employer and union representative trainers;
 - b) that this training be mandatory for all staff including management.

October 1984

Amendment - October 1985, May 1986, September 1987, May 1988, November 1988; November 1992; March 2000; March 2005

**CEIU POLICY 10
SPECIAL NEEDS CARE**

(FOR CHILD AND DEPENDENT CARE, REFER TO POLICY NO. 4)

SPECIAL NEEDS CARE FOR DISABLED MEMBER

Upon submission of appropriate receipts and travel expenses claim form, CEIU shall pay the cost of transportation, per diem and accommodations for a companion who is required to travel with a disabled member to provide for his/her care while attending union activities called by the National President or a National Vice-President.

Note:

Expenses shall not be paid under this policy when covered by the Child and Dependent Care Policy (Policy No. 4).

November 1988; as amended March 2004

**CEIU POLICY 11
CONVENTION DELEGATES, ALTERNATES, OBSERVERS**

CEIU CONVENTION

It is the objective of the CEIU that as many Locals as possible be represented at Convention, keeping in mind the difference between small and large locals. Only Locals in good standing are entitled to have delegate representation.

1. NOMINATIONS AND ELECTIONS - DELEGATES AND ALTERNATES

- 1.1 Elections take place for delegates where there are more nominees than delegate entitlement. In accordance with By-law 11.11, the nominees receiving the highest number of votes shall be the delegates to the Convention in descending order until the district quota is filled. Alternate delegates will be selected from the remaining nominees in order.
- 1.2 If there are no alternates for the electoral district, a call for alternates will be issued and an election will be held if necessary within the electoral district.
- 1.3 The nominee for delegate or alternate must come from the electoral district represented. In the event there are no candidates, then a local may nominate someone from another electoral district. This must be done at a local membership meeting; however, in an emergency situation the local executive may authorize the nomination. In all circumstances, nomination forms are to be signed by the President and the Secretary of the nominating Local.
- 1.4 After elections, the region determines how it will fill the empty spots, if any.

2. PROCEDURES AT CONVENTION

- 2.1 Role of Alternates
If the delegate wishes to share his/her credential, it is possible. However, the following criteria will apply:
 - 2.1.1 It must be for a minimum period of 1 day.
 - 2.1.2 It must be cleared by the Credentials Committee 1/2 hour prior to the morning commencement of the Convention.

- 2.1.3 The alternate must be on the official list of delegates and alternates, and he/she should represent, wherever possible, the district which the delegate represents. There can be no floating alternate.
 - 2.1.4 Once the alternate has replaced a delegate, that person cannot represent another district for the duration of the Convention.
 - 2.1.5 Notwithstanding 2.1.4 above, in an emergency situation (i.e. illness of delegate), the Credentials Committee may, in consultation with the National President and the NVP(s) for the Region, allow that alternate status as a delegate in their own or another district.
 - 2.1.6 The alternate cannot replace a delegate without authorization given in person or in writing by that delegate to the Credentials Committee. In the extreme case where this is not possible, written authorization from the NVP(s) of the region will be acceptable.
 - 2.1.7 It shall be the responsibility of the alternate to return the duplicate credential to the Credentials Committee upon the completion of his/her term of replacement.
- 2.2 In the event that no alternate to a delegate is available to fill a vacant delegate position during Convention, the caucus of the Region of the absent delegate may elect a replacement from amongst the available alternates present at the Convention. Should the region choose not to replace their alternate, then that entitlement shall pass to the region coming closer to obtaining a delegate position if they have an alternate present. This process shall apply to the next region in descending order if no delegate was present.
- 2.3 Special Alternates for Delegates with Disabilities
For duly elected delegates who have self-identified as a person with disabilities prior to convention, special arrangements may be made for those alternates present to be available for a portion of each session to reduce the strain of long days and allow more participation by delegates who have difficulty dealing with the physical demands of convention participation.
- 2.3.1 A single alternate will be allowed to share the delegate's status of a person with disabilities where circumstances warrant it. That designated alternate will be chosen following the procedures outlined in section 2.1.3 of this policy OR by election by the regional caucus involved from among the regional alternates.

- 2.3.2 This arrangement for delegates with disabilities will be made in such a way that it covers the entire convention and does not require complicated or lengthy renewal each day or for each separate session.
- 2.3.3 Arrangements will be made with the Credentials Committee at the beginning of the convention that will allow the delegate with disabilities to use the designated alternate once during each sitting of the convention. This means that a delegate with disabilities would be allowed to leave the floor and return once for a rest break during each morning, afternoon and evening session.
- 2.3.4 The exchange of credentials will be done by the Credentials Committee.
- 2.3.5 Only one person of the pair (delegate with disabilities and designated alternate) shall be on the floor at one time. A single-shared credential would guarantee that only one of the pair would be on the floor at any one time.
- 2.3.6 It will be the responsibility of the delegate with disabilities and designated alternate together to present themselves to the Credentials Committee for each credential exchange.

2.4 Alternates for National Vice-Presidents with Disabilities

- 2.4.1 Alternate National Vice-Presidents are the only persons authorized to replace National Vice-Presidents at Convention
- 2.4.2 Should the Alternate National Vice-President already be at Convention as a delegate in his/her own right, the arrangements outlined in 2.2 above shall be applied to the situation to create designated delegate status for the Alternate NVP while he/she is substituting for the NVP with disabilities. Three (3) people would thus be involved in each credential exchange but it would also ensure that it was always the same three people.
- 2.4.3 Attendance by the Alternate NVP will be covered by CEIU Policy 10 - Special Needs Care.

2.5 Role of Observers

- 2.5.1 In accordance with By-law 11.13, any member in good standing may attend the Convention as an observer; however, the member shall not have the right to vote or participate in the debate.

2.5.2 Only accredited delegates and authorized members of the CEIU staff are permitted on the convention floor during the business sessions.

PSAC CONVENTION

Same as above, with the exception of Section 2.1.

November 1993 (As amended: February 1996; March 2000; October 2000)

CEIU POLICY 12 ANTI-HARASSMENT

The CEIU 1999 Convention adopted a resolution (D-9) that CEIU adopt and implement PSAC Policies “23A - PSAC ANTI-HARASSMENT POLICY: THE WORKPLACE” and “23B - PSAC ANTI-HARASSMENT POLICY: THE UNION”. At its March 2000 meeting, the CEIU National Executive adopted the following additional guidelines specific to CEIU.

GUIDELINES FOR INVESTIGATING COMPLAINTS OF HARASSMENT WITHIN THE CEIU

The following guidelines are provided to assist all concerned when a complaint of personal/sexual harassment is received. The guidelines are built upon the principles of confidentiality, expediency, fair and due process for both the complainant and the respondent.

The CEIU will respect PSAC Policies 23A and 23B, including PSAC Regulation 19, and implement both fully. All complaints and investigations initiated under these Policies will be treated with discretion and handled in a confidential manner by all involved.

1. Internal Harassment Committees

1.1 Establishment

A permanent committee of three (3) members has been established within CEIU to hear and to process the complaints in accordance with PSAC Policies 23A and 23B.

1.2 Committee Members

Members are chosen by the National President, as the responsible officer in accordance with PSAC Policy 23B, from a pool of volunteer members. Selection is based on linguistic requirements, geographical factors, impartiality, equity, etc...

1.3 Dealing with the Complaint

1.3.1 Complaints go to the National President who reviews and decides, no later than 30 days after receiving the complaint, whether it can be resolved independently or if it requires further pursuit. Acknowledgement of receipt of a complaint will be sent to a complainant within five (5) days of receipt by the National President.

- 1.3.2 If the National President decides that the issue cannot be resolved independently, the complaint is immediately sent to the Harassment Committee. All parties involved will be informed of the lodging of the complaint and provided with a brief résumé of the allegations.
- 1.3.3 Within 60 days of receipt of the complaint from the National President, the Harassment Committee conducts the investigation then submits its findings and recommendations to the National President, for treatment by the National Executive.
- 1.3.4 Unfounded harassment complaint reports will be received and dealt with by the National President or his/her designate.

2. External Committees

2.1 Establishment

- 2.1.1 External Committees will be established, in accordance with PSAC Policy 23A and 23B, when:
- issue is very politically sensitive
 - issue is very serious and involves physical violence
 - there is more than one NE member involved in complaint, i.e. Complainant and Respondent are both NE members
 - it is more feasible geographically
 - there are not enough members to form an internal committee in the language of the complainant's/respondent's choice

2.2 Committee Members

Committee members will be appointed by the National President.

2.3 Dealing with the Complaint

- 2.3.1 Complaints will be dealt with within the same time frames as those dealt with by internal committees.
- 2.3.2 External committees present their findings/recommendations in same fashion as internal committees
- 2.3.3 Unfounded harassment complaint reports will be received and dealt with by the National President or his/her designate.

3. **Implementing the Committee Recommendations**

- 3.1 Upon receipt of the committee's report, the National President determines the most expedient means of dealing with the findings (i.e. conference call vs. next National Executive meeting). *Note: If the National Executive deals with the matter via a conference call, and the respondent is a member of the National Executive, the complainant will be afforded the opportunity to attend the conference call - with no voice or vote.*
- 3.2 If the recommendation is to remove from office, the National Executive has the authority to implement; if the recommendation is to remove membership, the matter is submitted to the PSAC National Board of Directors.

4. **Appeals**

In the event the complaint is found to be without substance, the complainant may appeal to the CEIU National President.

5. **Responsibility for the Costs of Harassment Investigations**

5.1 **For complaints initiated at the Local level:**

- 5.1.1 If a complaint is filed and investigated at the local level, the local is responsible for the costs.
- 5.1.2 If the local is unwilling to investigate and the complaint comes to the region, the local remains responsible for the costs.
- 5.1.3 If the local is unable to investigate and the complaint comes to the region, the local and the region will cost share 50/50.
- 5.1.4 If the region is unwilling to investigate and the complaint comes to the national, the local and the region remain responsible to cost share 50/50.
- 5.1.5 If the region is unable to investigate and the complaint comes to the national, the local and the region and the national will cost share 1/3 each.

5.2 For complaints initiated at the Regional level:

- 5.2.1 If a complaint is filed at the regional level, the region is responsible for the costs.
- 5.2.2 If the region is unwilling to investigate and the complaint comes to the national, the region remains responsible for the costs.
- 5.2.3 If the region is unable to investigate and the complaint comes to the national, costs will be shared 50/50.

March 2000 (as amended: March 2001; March 2002)

**CEIU POLICY 14
BUDGETS OF NATIONAL VICE-PRESIDENTS**

In arriving at a policy which is consistent and will be respected by all, the following policy shall cover the budgets of National Vice-Presidents:

1. All Local visits shall be covered by the budget.
2. All regional meetings with the employer shall be covered by the budget.
3. All regional conferences, training, visits to their respective RUO, and work with PSAC and other labour organizations shall be covered by the budget.
4. There are conferences which have been recognized as activities which cross regional borders:
 1. The Atlantic Local Presidents' Conference - Atlantic NVP's
 2. The Atlantic Women's Conference - Atlantic NVP's
 3. The Western Women's Conference - Western NVP's
 4. National Conferences (e.g. Women's Conference, HR Conference, IRB Conference, CIC Conference...)

NVP's Budget can be used for these conferences.

5. NVPs for Western Canada and Atlantic Canada may use their budgets for meetings to meet and discuss common issues pertaining to their regions, up to 2 meetings per year."
6. International Conferences - There has never been any specific allotment in NVP budgets for this activity. Any expenditure of this nature must be approved by the National Executive.

NOTE:

The administration of NVP Budgets and other NVP expenses will be based on the document entitled "Financial Guidelines for NVPs" adopted at the 2002 CEIU National Convention, and as amended from time to time by the National Executive. These guidelines are available from the CEIU National Office.

March 1993; November 1993; September 1997; March 2003; March 2005

**CEIU POLICY STATEMENT 15
WOMEN AND VIOLENCE**

We, the members of CEIU, adopt the principle of zero tolerance with respect to any form of violence against women.

We denounce violence against children or against any other group subjected to discrimination, for example: the elderly, persons with disabilities, immigrants, aboriginals, lesbians, visible minorities.

We recognize that violence against women affects their security and their dignity, and that women's rights include protection against any form of violence.

Statistics show that 85% of acts of violence are committed by men. We therefore demand that men recognize their behaviour and assume collective responsibility for such behaviour.

CEIU must undertake immediate measures with governments to ensure that violence against women will always be considered as a serious criminal act. These acts should lead to charges and severe minimum penal sentences. These sentences must be supported by an adequate and compulsory rehabilitation program.

We, the members of CEIU, demand the implementation of comprehensive preventative education and training, programs on matters dealing with violence against women. Only a better understanding of the problem of violence in society, the workplace, the union, the family and against children and all groups facing discrimination, will lead to the elimination of violence.

CEIU will undertake to support and work in conjunction with agencies or associations who work against all forms of violence.

CEIU shall demand that the Employer provide quality of work life and a safe workplace by protecting workers against any form of violence.

CEIU recognizes the existence of all forms of violence against women in the Union environment, and adopt the principle of zero tolerance. Furthermore, it will provide the necessary resources for an efficient intervention as required.

CEIU will stop fighting the day all women can live without fear and in full security.

August 1993

**CEIU POLICY STATEMENT 16
WOMEN'S ECONOMIC INDEPENDENCE**

The women of CEIU are working class, immigrants, disabled women, older women, younger women, lesbians, francophones, anglophones and allophones. They are of all races and ethnic backgrounds, but most importantly, they are women.

CEIU is committed to achieving economic equality through economic stability by recognizing the value of the work women do, whether paid or unpaid.

CEIU opposes the barriers of: classism, racism, sexism, homophobia, ageism, ablism that prevent women from participating fully and equally in their homes, at the workplace, in the Union and society.

CEIU will no longer accept the subjugation of women by acts of violence such as: sexual, racial, physical, verbal, emotional and economic violence.

CEIU will not tolerate oppressive government policies that undermine and destroy the universality of Canada's social programs.

CEIU will not accept any kind of exploitation of our sisters around the world in the name of profit and power.

CEIU will continue to work towards the establishment of a national child-care program and a place for children in the Union.

CEIU will accept no less than women taking their rightful place in society as they define it, both in the public and private spheres, and will achieve this by building solidarity amongst women individually, collectively and through coalitions.

CEIU recognizes women's struggles and integrates women's issues as worker issues and will forcefully pursue the achievement of Women's Economic Independence.

CEIU must reaffirm its commitment to establishing safe places for women in the Union.

IN CONCLUSION: CEIU supports education, independence equality and economic stability that leads to self-esteem and pride that releases women from generations of oppression.

August 1993, March 2005

**CEIU POLICY 17
TELEWORK**

The Union introduces this policy to provide a guideline for all members before entering into a telework agreement with the employer.

The Union recognizes the dangers inherent in teleworking and recommends that members be cautious in entering any agreement until the member has been informed of the pros and cons of teleworking.

At no time should any agreement be entered into without proper representation/consultation from the Union.

OBJECTIVES:

1. Telework must be voluntary.
2. Telework arrangements must not contravene the existing Collective Agreement and teleworkers must remain members of their respective bargaining unit and enjoy all rights of members in good standing.
3. The teleworker will retain his/her current employee status and all terms and conditions of employment in force prior to the signing of this agreement will remain unchanged (i.e. pay, leave, overtime, benefits, etc.) The established procedures related to all terms and conditions will remain unchanged as well, unless otherwise indicated.
4. Telework must not be done on a full-time basis, and teleworkers must be guaranteed office space at their workplace, e.g. one day in the office per pay period.
5. Telework must not be used by management as a long-term solution to health and safety problems, nor shall it be used by management to avoid its responsibility to provide and maintain a quality, safe and health workplace.
6. Telework arrangements must not result in piece rates, contracting, or secondment, etc., being introduced as a method of salary payments.
7. Productivity expectations for all workers, shall be the same whether teleworking or not, levels must not be increased. Monitoring performance evaluations can only be done in the same manner and standard as in the workplace. No electronic monitoring.
8. Hours of work for telework must follow a consistent pattern that maintains similarity with the type of hours expected of non-teleworking members, respects the integrity of the core hours, flex hours and the collective agreement language.

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9. All overtime work must be authorized in advance, and remuneration provided as outlined in the Collective Agreement.
10. Members are still entitled to all benefits. Members shall take leave when necessary such as medical and dental appointments, sick leave, etc.
11. Management shall cover all costs of the telework agreement, including equipment, furniture, insurance, lighting, heat, etc. Such equipment shall conform with the Canada Labour Code.
12. Training:
 - (a) The employer is responsible to provide training on teleworking, and to fully explain implications of working away from the office.
 - (b) The employer must train all managers and supervisors on how to supervise teleworkers. The Union shall provide input on the above-noted training.
 - (c) The employer must provide joint Union/Management training on health and safety, WCB, security, WHMIS, specifically relating to telework.
13. A description of all activities required to be performed at home, within/according to the members' job description/classification levels (i.e., levels will be provided to the teleworker).
14. It is the members' or their representatives' responsibility to report immediately to their supervisors and health and safety chairs, any accidents or injuries. The employer shall observe its responsibility to contact immediately the appropriate WCB.
15. Members at the Central Office shall not be refused leave due to operational requirements due to teleworking (i.e., no person left to cover operations due to shortage of staff).
16. Members must be informed by the employer, in a timely manner, of any training or staff meetings, so that the member has the opportunity to attend.
17. The employer shall ensure that the teleworker receives all the same information as the employees who are not teleworking, especially, although not exclusively, in the context of competitions and promotion opportunities.
18. In the event of a strike, this agreement will immediately cease to apply and any equipment lent to the teleworker will be recovered by the employer at its expense.

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19. The employer shall provide the teleworker with the means that will enable him/her to protect the confidentiality of information and records in his/her possession. The filing cabinet shall be considered to be the sole and official repository of Federal Government information subject to access and privacy legislation.
20. The employer shall provide the Union with a copy of each signed protocol.
21. Members must have the right to terminate the agreement at any time.

February 15, 1996

**CEIU POLICY 18
ELECTIONS**

1. Neither candidates nor their supporters may use CEIU facilities or letterhead on behalf of the candidates, or in any way suggest the preference or support of CEIU as a Union or its staff for any candidate/s.
2. The CEIU Websites, their Website links, chat lines and other forums, cannot be used for campaigning for elected positions.
3. No campaign material shall be distributed on the Convention floor during the hours of business.
4. The newly-elected Executive of CEIU shall assume office upon termination of the Convention.
5. Elections must be held the afternoon of the fourth day of the Convention with an all-candidates night to be held the evening of the third day of the Convention.
6. Balloting shall be done by secret ballot at polling stations set up for this purpose on the Convention floor.

February 1996 (As amended: October 2000; March 2001; March 2004)

**CEIU POLICY STATEMENT 21
CONTRACTING-OUT AND PRIVATIZATION**

Over the last decade, our membership has severely declined, largely due to the Federal government's on-going practice of contracting-out a number of key services to their corporate friends in the private sector.

The CEIU embraces the value of good public services and therefore, remains determined to fight all forms of outsourcing of public services – from rehiring retired workers as casuals, to devolving our work to other levels of government.

CEIU opposes all forms of public/private partnership (P3) which:

- Threatens our members' job security, undermines our negotiating powers, exploits workers, and threatens working conditions.
- For the public at large, means poorer quality service, limited access, and absolutely no accountability to the taxpayers, and is not proven to be cost efficient;
- For the local economy, it means fewer good paying jobs, more user fees and fewer local benefits by outsourcing to outside communities.

For a number of years, the CEIU has been persistent in denouncing the practice of contracting-out and privatization, particularly as it impacted on our members' work; however, the issue continues to escalate as our right-wing governments promote and praise the use of public-private partnerships.

To do nothing more is not an option...making this issue relevant for all CEIU members is crucial to their job security.

In random order, CEIU's goal is to:

- Declare this issue an on-going No. 1 priority;
- Promote the need for this issue to be of prime concern in bargaining rounds;
- Educate the membership and motivate them to be alert and proactive on this issue;
- Formulate specific strategies and tactics at the local level to fight all forms of contracting out within the workplace;

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- Publicly promote the value of public services to the communities (efficiency, accountability, etc.);
- Coalesce with like-minded groups (CLC, PSAC, Federations of Labour; Labour Councils, etc.) by creating common fronts at the local, regional and national levels;
- Publicly oppose all forms of contracting-out federal services to the private sector;
- Take advantage of every opportunity to expose the shocking truths about privatizing our public services – tell all regarding who benefits, and at whose expense;
- Demand that management notify the union when and where federal services are delivered by individuals other than federal government employees;
- Monitor, record and publicize situations (wins and losses) as we learn of them.

CEIU members are a vital part of a large effective, productive system of public services. It is crucial to stop the dismantling of this system, and to focus on having work returned in-house via “contracting-in” the delivery of services which have already been lost through P3 arrangements.

November 1996 (as amended March 2002, May 2007)

**CEIU POLICY STATEMENT 22
EXPANSION OF DUTIES**

We, the members of CEIU, recognize that the phenomenon of the expansion of duties, followed by the creation of new positions, will affect the majority of CEIU members.

We demand that CEIU denounce this phenomenon by publishing information bulletins.

CEIU must demand that the employer undertake:

- to provide training consistently and adapted to all incumbents;
- to respect the principles of equity and uniformity in staffing new positions, by transferring the incumbents of positions affected by the expansion of duties;
- to show openness and flexibility in the application of work plans for a better quality of life and work for CEIU members.

November 1996

**CEIU POLICY 23
REIMBURSEMENT FOR MEMBER APPEAL REPRESENTATIVES**

**DELETED - as per By-laws Committee Report
of March 2009**

CEIU POLICY 24 RESTRUCTURING OF LOCALS

1. PREAMBLE

In accordance with CEIU By-law 8, the National Executive has the authority to charter Locals when requested by a group of members; it also has the authority to amend, revoke or withdraw such charter when it is in the best interest of the members and the Union to do so.

A Local's jurisdiction is based on the application for charter which lists the work location(s) of the members involved. The CEIU undertakes to respect and protect the established jurisdiction of every other Local. However, because of major reorganizations within the Department(s), certain Local jurisdictions are no longer viable and thus should be restructured in order to allow better "groupings" and representation of the members. Decisions to restructure must be in accordance with Local Rule R9.1, which states that the Local's executive must be composed of at least 3 members.

Restructuring may be in the form of: merging of one or more Locals, dissolution of Locals, creation of new Locals, etc... In such cases, should it be necessary for the National Executive to amend or withdraw the Charter, the following shall apply:

2. PRINCIPLES

- a) *The proposal to merge or restructure Locals is by decision of the members concerned and should be completed within a period of one year*
- b) *Proposed local restructures must be agreeable to the members of both or all locals involved*
- c) *If a proposed restructure cannot be agreed upon, a dispute settlement procedure, including a possible referendum process, shall be put into place*
- d) *Proposals for local restructures are presented to the National Office through the responsible NVP(s) and, in the case of IRB and CIC Locals, in consultation with the IRB and CIC National Vice-Presidents respectively.*
- e) *The National Office must receive all pertinent information (correspondence between Locals, etc.) before National Executive decisions can be made*
- f) *The National Executive shall make decisions which are in the best interest of the members and the Union*
- g) *Decisions by the National Executive on any local restructuring shall be made in a timely manner*
- h) *All funds of restructured locals are divided on a pro-rata basis and allocated to the new Local(s) accordingly.*

3. CLOSING OF OFFICES

- 3.1 When an office closes and the "local" no longer exists, members shall immediately be transferred to the Local(s) to which they would now belong.
- 3.2 The charter of the defunct local shall subsequently be formally withdrawn by the National Executive.

4. MERGING OF TWO (2) OR MORE LOCALS

- 4.1 Should as a result of reorganization, two (2) or more Locals agree to merge, a request must be submitted to the NVP(s), and the request must be accompanied by:
 - (a) a statement that the members concerned have agreed to merge, either in the form of a petition by a majority of the members, or in the form of a resolution adopted at a general membership meeting;
 - (b) a statement from the receiving Local, either in the form of a petition by a majority of the members, or in the form of a resolution adopted at a general membership meeting, that the majority of the members have agreed to accept the new members;
 - (c) up-to-date financial statements.
- 4.2 Upon recommendation of the NVP(s) and the approval of the National Executive, the charter shall then be amended to reflect the Local's new jurisdiction.

5. LOCALS WITH MULTIPLE SITES

Many Locals consist of multiple sites; again, while the CEIU attempts to respect and protect the established jurisdictions of these Locals, it must ensure that the jurisdiction is viable and that the "grouping" of the members is the most favourable it can be. The following shall therefore apply. Should there not be agreement, then the dispute settlement procedure outlined in section 6 of this policy shall apply.

- 5.1 Should one of the Local's work sites move to a location where there is already a Local, then normally the members shall fall under that Local's jurisdiction, and the procedure outlined in section 4 of this policy shall apply unless the location is multiply-managed. However, there may be instances where this is not feasible. The NVP shall then consult with the members of the Local to ask if they wish to remain within their own Local, merge with another Local at the new location, or ask for a new charter under CEIU By-law 8.

- 5.2 Should one or more of the Local's work sites move to a new location, the NVP shall consult with the members at the new location to ask if they wish to remain within their own Local, merge with another Local, or apply for a new charter at that location in accordance with By-law 8.
- 5.3 Should work sites from different Locals move to a new single-managed location, then application must be made for a charter at that location, in accordance with By-law 8.

6. DISPUTES

- 6.1 In the event of a dispute between Locals, the NVP(s) shall endeavour by consultation with the designated officers of the Locals involved in the dispute, to settle the matter by voluntary agreement within sixty (60) days of the dispute being declared by the National President.
- 6.2 If no voluntary agreement is reached, the NVP(s) shall conduct a referendum vote of the members concerned within sixty (60) days of the failure to reach agreement.
- 6.3 The results of the referendum shall then be submitted by the NVP(s), along with his or her recommendation, to the National Executive for necessary action.
- 6.4 No transfer of members shall take place from the moment the dispute has been declared to the time it is resolved.

7. LOCALS IN TRUSTEESHIP

In the case of Locals under trusteeship, and where restructuring is necessary as a result of reorganization, the following options may apply:

- 7.1 Where the Local has indicated it agrees to merge with another Local, the procedure outlined in section 4 of this policy shall apply.
- 7.2 Where the Local has failed to address the issue, then the trustees shall have the right to recommend assignment to another Local(s), provided that the members have been so notified beforehand (through the convening of a special meeting) and that the trustees are satisfied that the Local is still not prepared to administer their own affairs. Such recommendation shall be submitted to the NVP(s) who shall then present it to the National Executive for necessary action.

8. LOCAL FUNDS

- 8.1 Local funds shall be divided on a pro-rata basis when Locals merge or reorganize.
- 8.2 In the case of Locals under trusteeship, the release of the Local funds shall first be authorized by the National Executive.
- 8.3 Locals shall not exhaust their monies in anticipation of a dissolution or merger; if so, they shall not receive any of the surpluses normally provided to them by the National Office. These surplus monies shall be divided on a pro-rata basis and allocated to the receiving Local(s). All monies shall be allocated to the receiving Local(s) on a pro-rata basis.
- 8.4 In the event of a dispute as mentioned in Section 6 above, and in order to ensure that the funds are eventually divided on a pro-rata basis, access to existing local funds shall be frozen and local rebate cheques withheld until settlement has been reached.

September, 1998 (as amended: March 2000; March 2004)

**CEIU POLICY 25
USE OF ELECTRONIC NETWORKS FOR UNION BUSINESS**

The term "electronic networks" refers to both Internet and E-mail networks. This policy should be considered as an evolving document that may change as electronic network use, legislation and union policies evolve.

The CEIU has actively pursued making advanced technology and increased access to information available to the CEIU members. Availability of information on the CEIU internet website and e-mail distribution of information promotes the timely dissemination of that information. Benefits to the Union include reduced postage and paper costs.

PURPOSE

The purpose of electronic networks is to facilitate communications in support of the CEIU goals, principles, and business. This policy provides guidelines with respect to responsibilities and usage of electronic networks for union communications and business, and to ensure its use is effective and recognizes trade union principles.

GENERAL PRINCIPLES

The CEIU will make available and distribute its information and communications by electronic networks whenever possible.

Locals are encouraged to utilize the CEIU website as their source for information. Locals may request to continue to receive their information by mail.

The CEIU encourages and promotes the use of home internet and e-mail access for union information, communication, and business. (For additional information, Locals should contact their National Vice-President(s).

Individuals have an obligation to use electronic networks for union communication and business in a responsible and informed way, and according to the principles set out in this policy.

CEIU WEBSITE

The CEIU shall have its own website and shall post on it, in both official languages, all "general distribution" information (i.e. bulletins, minutes of meetings, etc.), except sensitive information such as financial statements, membership lists, personal information, etc.

Links to other websites on the CEIU National website must receive prior written approval from the CEIU National President.

Those requesting a link on the CEIU National Website must demonstrate that the link is compatible with the overall objectives of the CEIU, and that the linked website is not for personal, political reasons, or CEIU elections (*refer to CEIU Policy #18*).

Those requesting that the CEIU create a link to their website may be required to sign a statement agreeing to certain rules of usage and content.

E-MAIL

The CEIU encourages and promotes the use of home E-mail accounts for union communications and business.

Responsibilities (Documents regarding etiquette are available on the CEIU website)
Individuals have a responsibility to follow proper etiquette: be polite; use appropriate language; and not swear, use vulgarities, or any other inappropriate language.

Unacceptable Use

Do not use electronic networks to send communications that include:

- Any content that is offensive or defamatory, or which is intended to annoy, harass, or intimidate another person
- Any content that is fraudulent
- Indecent remarks, proposals or materials
- Threatening or violent behaviour
- Commercial messages

Individuals using E-mail systems for union communications and business must not engage in any activity which could be considered an offense against the CEIU National By-laws, as listed in By-law 10.3.

Computer Viruses

Computer viruses are much easier to prevent than to cure – Install and maintain appropriate anti-virus software on your computer(s) and run a virus scan on a regular basis.

March 2000 (as amended March 2004)

CEIU POLICY 26 FUNDING MEMBERS TO ATTEND CONFERENCES

Quite often, members of CEIU express a wish to attend various conferences sponsored by CEIU, PSAC, coalition partners, or other labour organizations (CLC, FOL, etc.). These conferences may be held within or outside their area of work, and costs are involved; CEIU is then asked to finance their expenses. While CEIU as an organization supports and encourages such participation, the financial implications must also be considered and thus the following will apply:

1. Requests for Funding

- 1.1 Requests must be submitted in writing to the National President and National Executive Vice-President no later than four (4) weeks prior to the event.

2. Criteria

- 2.1 The person making the request for funding must be a member in good standing of CEIU.
- 2.2 The member must demonstrate that attendance would be beneficial either to himself/herself as a union activist, to other members, or to the CEIU.
- 2.3 The member must provide a breakdown of estimated expenses.
- 2.4 CEIU is the funder of last resort. The member must demonstrate that a request for alternate funding was made, to whom, and how much funding was received.
- 2.5 The member must commit to provide a written report to the CEIU following the conference.

3. Financial Considerations

- 3.1 In deciding whether financing will be granted, CEIU will consider:
 - (a) Availability of Funds
 - (b) Whether the request meets the criteria
 - (c) Financial impact on the organization
 - (d) If requested by a member who has requested such funding in the past, whether the individual has fulfilled his/her commitment to provide reports

- 3.2 Financing will be provided in the following order of priority:
- Canadian Labour Congress
 - Public Service Alliance of Canada
 - Federation of Labour
 - Coalition Partners
 - Other
 - Canada Employment and Immigration Union

March 2001 (as amended September 2003)

POLICY 27

CEIU POLICY STATEMENT 27 INVESTMENTS

1. INVESTMENT PORTFOLIO

CEIU will have the net value of its investment portfolio determined at the end of each fiscal year.

2. INVESTMENT OBJECTIVES

The main investment objective of CEIU is to generate revenue while maintaining capital.

3. PORTFOLIO OBJECTIVES

3.1 Liquidity:

The liquidity of a portfolio is the part which is kept in the form of liquid or near-liquid assets such as Treasury bills or money market securities. The level of liquidity of the CEIU portfolio will depend on its investment objectives and the current economic and financial conditions.

3.2 Stock and capital growth:

CEIU prefers to invest in income stock since it can raise the average growth of its capital.

4. RISK PROFILE

4.1 Risk and return:

There is a proportional relationship between risk and return. Knowing this, CEIU is willing to accept low returns in order to maintain a low level of risk.

4.2 Volatility:

In the short term, markets are volatile and stock prices fluctuate. All markets and all investments, from government bonds to shares, may see prices rise and fall. CEIU prefers low volatility and wishes that its portfolio be managed accordingly.

4.3 Capital risk:

In the management of a portfolio, a specific stock may be sold because its perspectives have changed. This phenomenon, called capital risk, is an integral part of the investment process.

However, CEIU indicates that its tolerance for capital risk is quite low.

4.4 Investment risk:

The quality and size of companies in which we invest affect the risk and the potential return of our investments. In general, large, well-established corporations yield moderate returns over the long term and present moderate levels of risk.

Conversely, smaller, less well-established corporations may generate high returns but also present much higher risk levels. That is the investment risk principle.

Knowing this, CEIU specifies that it wishes to invest essentially in well-established companies.

5. INVESTMENT CONSTRAINTS

5.1 Investment restrictions:

CEIU prefers to exclude the following sectors or types of investments: alcohol, tobacco, child labour, armament, businesses and countries with a history of human rights violations.

6. DESIRED INVESTMENT STRATEGY

6.1 Income strategy:

In view of its investment objectives, of its risk tolerance and of the other parameters contained in its investment policy, CEIU wishes to use an income-based strategy.

An income-based strategy is essentially designed to generate income while preserving capital. CEIU's return on capital will therefore be mainly drawn from fixed-interest securities and high-dividend shares. Since this is a prudent approach, CEIU will be entitled to expect lower than average risk levels and volatility.

7. SERVICES EXPECTED FROM THE COMPANY ACTING AS FINANCIAL ADVISOR

7.1 CEIU expects the company acting as financial advisor to provide full record-keeping services related to CEIU's portfolio. Our Comptroller will make sure that said company meets all the financial requirements of CEIU and answers all its questions. CEIU will also be provided with the following documents:

7.1.1 Account statements:

Detailed statements will be provided to the CEIU National Office each month. They will include a current investment assessment detailing the cost of securities and their current value. The statements will *also* include a record of transactions.

7.1.2 Performance reports:

CEIU will receive a quarterly performance report showing the performance of its portfolio over the quarter as well as the current economic context.

7.1.3. Bilingual communications:

In deference to its bilingual nature, CEIU will be entitled to expect that the Company acting as custodian commit to comply with the *Official Languages Act* in all its dealings and written communications with CEIU.

Nov/01 (as amended March 2002)

**CEIU POLICY 28
COMPUTER/EQUIPMENT PURCHASE BY NATIONAL OFFICERS**

1. National Officers will be allowed an allocation of \$3,000.00 per term for basic computer, fax or other equipment/furniture purchases as required.
2. The equipment/furniture purchase must be pre-approved by National Office.
3. At the end of the three-year term, National Officers shall have the option of acquiring said computer or other equipment at the higher of either 25% of the equipment's original purchase price, or the market rate at the time acquisition is requested.
4. For the purposes of this policy, market rate will be defined as the value after depreciation at an annual rate of 30% of the residual value as per Revenue Canada Class 10 equipment depreciation guidelines.
5. Surplus equipment will be defined as equipment which has been fully depreciated to a nil value as per Revenue Canada Class 10 equipment depreciation guidelines. Surplus equipment will be returned to CEIU HQ.
6. Computers and other equipment shall be insured by the National Officer. Insurance costs will be reimbursed by CEIU HQ. Liability for the loss, theft or destruction of uninsured equipment will be the responsibility of the National Officer.
7. Any portion unused by an NVP shall not be carried over beyond a three-year period.
8. A provision of \$60,000 shall be placed in the account each convention year (the total maximum provision per NVP will be \$3,000).
9. The cost of equipment purchased may be divided between the allowed provision and the budget of the NVP involved.
10. The market value and the purchase price of the equipment shall be based on the total cost (rather than only on the part charged to the provision).
11. The guidelines applying to authorized expenses must be followed.
 - 11.1 The following equipment may be purchased with the assistance of the provisional account:

- (a) A computer system (hard drive, monitor, modem, CD-ROM drive, software) or a laptop (includes modem, CD-ROM drive)
- (b) Printer (Printer/fax combination)
- (c) Cellular telephone
- (d) Scanner
- (e) Fax machine
- (f) Furniture
- (g) Upgrades
- (h) Any maintenance contracts purchased at time of equipment

11.2 The following additional expenses must be paid with NVP budgets:

- 1. Computer repairs and maintenance contracts not included in purchased agreement
- 2. Computer supplies or related equipment

11.3 Any purchase of equipment will require a supporting document signed by the purchaser who will provide the following information therein:

- 1. item purchased
- 2. purchase price
- 3. date of purchase
- 4. serial number

Note:

*More detailed information regarding this matter is included in the document entitled **Financial Guidelines for NVPs** which is available from the CEIU National Office.*

March 2001 (as amended November 2001; March 2002; March 2003; September 2003)

**CEIU POLICY 29
SCENT-FREE ENVIRONMENTS**

The 2002 CEIU National Convention adopted the following resolution (D-9) regarding Scent-Free Environments:

WHEREAS the Public Service Alliance of Canada has implemented a scent free policy for all of their union conferences and official gatherings;

BE IT RESOLVED THAT CEIU adopt and implement the Public Service Alliance of Canada scent free policy for all CEIU conferences and official gatherings, and notify all participants in writing in advance of each event.

For the purposes of this policy, therefore, the following will apply:

CEIU Activities

- All CEIU conferences and official gatherings shall be scent-free.
- Participants will be notified in advance of such event; written notices are to be included in events packages sent from CEIU offices or other organizers.

CEIU Premises

As well, the CEIU supports scent-free environments in all of its offices. Members visiting our union offices are asked to please refrain from using scents.

Note: Scent-free awareness kits are available from all PSAC Regional Offices.

July 2003 (as amended March 2004)

**CEIU POLICY 30
DUTY TO ACCOMMODATE**

GUIDE FOR MEMBERS AND REPRESENTATIVES

The information provided in this guide is designed to enable the reader to better understand the meaning of the duty to accommodate and to indicate to members and union representatives the legal responsibilities of each of the parties involved, i.e. the employer, the union and the employee.

1. ORIGINS

Firstly, here are a few explanations on the origins of the duty to accommodate.

The duty to accommodate is rooted in the *Canadian Charter of Rights and Liberties*, which guarantees rights such as:

fundamental rights and liberties
right to equality
political rights
legal rights
economic and social rights

Prohibition of discrimination is the cornerstone of the duty to accommodate.

Section 15(1) of the Canadian Charter of Rights and Freedoms protects equality rights independently of any discrimination, including that based on race, national or ethnic origin, colour, religion, gender, age or mental or physical disability.

The Canadian Human Rights Act recognizes, in Section 3(1), that the prohibited grounds of discrimination include race, national or ethnic origin, religion, age, gender, sexual orientation, marital status, family status, conviction for which a pardon has been granted or disability.

According to that Act, it must be specified:

- That discrimination based on pregnancy or child-birth is considered to be discrimination on the ground of sex.
- That physical or mental disability includes dependence on alcohol or a drug.
- That a pardoned conviction means that a person's conviction has been erased.
- That the Canadian Human Rights Act also ensures that all persons have a chance to work and live free of discrimination. Thus, harassment based on one of the prohibited grounds of discrimination described in the Act is also prohibited.

What matters is the effect of the discrimination and not the intent to discriminate.

2. **OBLIGATIONS**

Secondly, the obligations of the parties involved, i.e. the employer, the union and the employee, must be considered.

2.1 **Key Principles Underlying the Duty to Accommodate**

The duty to accommodate requires that the employer act in a proactive way, i.e., that the employer make significant efforts to help the employee who requires accommodation.

The duty to accommodate takes into account the fact that it may be impossible for an employee to perform all the duties of his or her position.

It is incumbent upon the employer to take accommodation measures.

Good faith or good intentions cannot counter a determination of discrimination. Neither can a neutral policy.

2.2 **Obligations of the Employer**

In order to meet its obligations of reasonable accommodation, the employer shall:

- Make sure to fully understand the limitations and difficulties of the employee.
- Attempt to find solutions and explore the various accommodation options.
- Lead in attempting to find a solution meeting the particular needs of the employee.
- Make real efforts to accommodate the employee and take into account the real hardship felt in each of the situations considered.
- Not fall back on a possibility which has proven unacceptable or impracticable.
- Explore all possible compromise solutions and demonstrate, as needed, that they impose undue hardship.

When the employer does not meet its reasonable accommodation obligations, it may be ordered to pay moral and exemplary damages.

2.3 **Liability of the Union**

The union which initiates or contributes to a discriminatory effect incurs responsibility. Should the union share responsibility for the discrimination

with the employer, it also shares the duty to take reasonable measures to eliminate or reduce the cause of the discriminatory effect.

Here are a few examples:

- Taking part in the writing of a policy having a discriminatory effect.
- Refusing to deal with the limitations by hindering the efforts made by the employer and/or the employee to reach an agreement.
- Demanding full compliance with a collective agreement including a discriminatory rule or impeding the efforts made by the employer to eliminate or mitigate the effect of that rule.

In short, the union is required by law not to be part of a discriminatory act. Like the employer, the union may be ordered to pay moral and exemplary damages.

2.4 **Obligations of the Employee**

- The employee must make his or her needs known by requesting that accommodation measures be taken by the employer and proposing, if possible, the type of measures which he or she finds appropriate.
- The employee must offer his or her full cooperation in the search for an acceptable compromise.
- The employee has an obligation to consider, to a reasonable extent, the offers made in order to accommodate him or her.

The employee is in no way required to accept an accommodation offer which would impose undue hardship upon him or her.

3. **ACCOMMODATION MEASURES**

Thirdly, concrete examples must be provided of the accommodation measures that you may refer to according to the situation of the member involved.

Here are a few examples:

- Temporary assignment to other duties
- Progressive return to work
- Part-time position
- Work station accommodation
- Work performance assistance
- Modified duties
- Adapted work schedule
- Assignment to another available position
- Entering on a recall list
- Acceptance of temporary absences from work

4. **UNDUE HARDSHIP**

Fourthly, undue hardship must be considered.

The burden of proof of the undue nature of the accommodation considered or proposed rests upon the employer. Here are the factors that may be recognized as undue hardship:

- Excessive financial cost (*Note: jurisprudence has proven that this is not applicable for the federal government*)
- Violation of the collective agreement
- Staff morale
- Interchangeability of staff and accommodation
- Undermining safety requirements

5. **PROCESS**

Fifthly, advice should be given to representatives on the steps to be followed with respect to the duty to accommodate.

As soon as a discriminatory situation related to the aforementioned elements is identified, your role is to act to eliminate all forms of discrimination.

Generally, the process is as follows, although the specific situation must be taken into account:

1. Meet with the member one-on-one and be receptive to his or her situation.
2. Determine with the member whether there is a possibility that discrimination exists and what measures the union may take to influence the employer.
3. Prepare the union position and the suggested accommodation measures to be submitted to the employer.

4. Schedule a meeting with the employer, in the company of the member if possible, to present the union position and the accommodation measures suggested by the union.
5. Negotiate with the employer the feasibility of the accommodation measures suggested by both parties.
6. Agree on a time-frame for the implementation of the agreed measures.
7. Follow-up on the implementation of the measures.
8. If no agreement is possible with the employer, a discrimination grievance may be filed based on a refusal by the employer to accept or apply the suggested accommodation measures.

Always remember that the time limits provided for in the collective agreement for the filing of a grievance must be complied with, otherwise the grievance might be considered untimely.

Whenever one of the above prohibited grounds of discrimination is invoked in a grievance, the Canadian Human Rights Commission must be notified. A form is provided for this purpose.

The union is required by law to suggest and have the employer take accommodation measures, whether it be at the local, regional or national level.

The CEIU Regional Union Offices may provide assistance in this type of situation.

March 2006 (rev. May/07)

CEIU POLICY 31 SCHOLARSHIP GUIDELINES AND APPLICATION

The Canada Employment and Immigration Union (CEIU) each year offers five (5) \$1,000.00 National Scholarships should applications be received. Should there be less than 5 applications received in any given year, the monies remaining will be kept in a fund for future years.

Please note that a person who does receive a CEIU scholarship will not be able to submit an application to apply for a CEIU Scholarship in future years. Only one CEIU scholarship per person will be made available for a lifetime.

Eligibility:

All scholarships are available for members in good standing of the CEIU, their spouse, their common-law spouse (including same sex partners) and/or their dependant(s). However, no more than one scholarship will be awarded to the same family in a given year.

For this purpose, a dependant of a CEIU member in good standing is defined as follows:

1. A person of whom the member is the natural parent or grandparent, whether the person was born within or outside marriage;
2. A person who is wholly dependent on the member for support and of whom the member has immediately or before the person attained the age of nineteen (19) years had, in law or in fact, the custody and control;
3. A child or grandchild of the member's spouse or common-law partner or;
4. An adopted child of the member.

Requirements

- A 600-800 word essay or submission in an audio, visual (painting, drawing, sculpture or photograph), or video format that would express your view on one of the following topics:
 - Labour's contribution to the Community
 - What you foresee as the role of organized labour in the future?
 - How can we fight against any attack on public services and defined-benefit pension plans?

Please do a word count of your essay or video.



POLICY 31

- A brief statement from a person that can provide information on your work, your capabilities, your character and performance. This person could include: teachers, clergy, community service leaders, supervisors, etc. The statement may be sent directly to CEIU.
- Proof of registration with the name of the University, College or Institute of higher learning that you will be attending must be submitted with your application. Attendance shall be verified before the granting of the award.
- A transcript of your most current academic standing. This is not applicable for anyone who has been out of school for more than two (2) years.

The CEIU reserves the right to not award a scholarship on the basis that no applicant is deemed to possess the necessary requirements. All submissions become the property of the CEIU.

Copies of the application form will be provided to Local Union Executives, members of the National Executive, CEIU National and Regional offices. The application form will also be posted on the CEIU website.

March 2010

**CEIU POLICY 32
UNJUST PROFILING
(adopted at the March 2011 National Executive meeting)**

Discriminatory and unjust profiling is any action with respect to a person or group of persons, for reasons of safety, security, or public order, that is based on actual or presumed membership in a group which could include but is not limited to age, race, colour, gender, appearances, ethnic or national origin, place of origin or residence, religion, language, social condition, class, sexual orientation, gender identity, disability, political beliefs, or criminal history, without factual grounds or reasonable suspicion, that results in the person or group being exposed to differential treatment or scrutiny.

Racial profiling, in particular, includes any action or measure that is applied in a disproportionate way to certain segments of the population on the basis, in particular, of their racial, ethnic, national or religious background, whether actual or presumed.

CEIU believes that equity is an integral part of our union's vision. Its priority is to ensure that our members are not engaging, participating, or being exposed to any types of unjust profiling whether in the union, in the workplace, in public and private services and in our society.

As a progressive membership-based organization and agent of social change, it is CEIU's responsibility to respond to cases involving unjust profiling that affects or impact all of our members. This includes participation in union events (such as courses, conferences, and meetings), as well as in individual interaction (such as representation on grievances and in discussions about union matters).

As per CEIU's mandate, which is to ensure that its members, both individually and collectively, are treated with respect in the workplace, CEIU, in order to accomplish this goal, will work with its membership in order to eliminate unjust profiling in employment.

As CEIU fights all forms of discrimination wherever it might appear, CEIU will actively, with its membership, promote the fundamental human rights of all individuals and ensure that our society is inclusive, representative and barrier-free from all types of unjust profiling and discrimination.

CEIU recognizes that unjust profiling is different from criminal profiling, the latter being based on objective, real and detailed information to identify a person who may have been involved in a criminal activity. Criminal profiling becomes discriminatory or unjust when race or other personal characteristics is used as a proxy for the general criminal propensity of that entire group.

CEIU recognizes the human and social cost of unjust profiling on the individuals, their families, the organizations and society as a whole because discriminatory practice negatively impacts the peoples dignity, self-worth, the sense of full belonging and citizenship and ultimately social cohesion. In short, unjust profiling, challenges fundamental Canadian values of equality and diversity.