



Canada Employment
and Immigration Union

Syndicat de l'Emploi et de
l'Immigration du Canada

NATIONAL BY-LAWS, REGULATIONS & POLICIES BOOKLETS



NATIONAL CEIU POLICIES

(Revised MARCH 2023)

INDEX - CEIU POLICIES

POLICIE #	TITLE	ENACTED OR LAST UPDATE	PAGE NUMBER
1	Smoking - RESCINDED (<i>in favour of PSAC Policy 39, 03/04</i>)		
2	Legal Assistance	March 2004	5
3	Administrative Investigations	March 2021	7
4	Family Care	March 2023	12
5	Staffing within the Federal Public Service	October 2017	15
6	Lay-Off	May 1988	20
7	National Employment Equity	March 2005	21
8	Collective Bargaining- RESCINDED (<i>Adoption - Resolution 93/B-21</i>)		
9	Equal Pay for Work of Equal Value- RESCINDED (1998 Canadian Human Rights Tribunal decision on pay equity, 1999)		
10	Special Needs Care	March 2004	25
11	Convention Delegates, Alternates, Observers	April 2021	26
12	Complaints	March 2021	30
13	National Officers Occupying Staff Positions- RESCINDED (Now Covered in CEIU By-laws)		
14	Budgets of National Vice-Presidents	March 2005	34
15	Women and Violence	August 1993	35
16	Women's Economic Independence	March 2005	36
17	Telework	February 2023	37
18	Elections	June 2021	39
19	Self-Governed/Directed Teams- RESCINDED (03/04)		
20	Technological Change - RESCINDED (PSAC Policy 20, 03/04)		
21	Contracting-Out and Privatization	May 2007	43
22	Expansion of Duties – RESCINDED (As per the September 2022 NE meeting)		
23	Reimbursement for Member Appeal Representatives - RESCINDED (As per the March 2009 NE meeting)		
24	Restructuring and Responsibilities of Locals	February 2023	47
25	Use of Electronic Networks for Union Business	March 2004	53
26	Funding Members to Attend Conferences	February 2023	55
27	Investments	October 2019	56
28	Computer/Equipment Purchase by National Officers	April 2022	59
29	Environmental Sensitivities	September 2022	61

INDEX - CEIU POLICIES - *Continued*

POLICIE #	TITLE	ENACTED OR LAST UPDATE	PAGE NUMBER
30	Duty to Accommodate - Guide for Members and Representatives	March 2021	62
31	Scholarship Guidelines and Application	April 2022	69
32	Unjust Profiling	March 2011	72
33	Services offered at CEIU National Events for Members with Disabilities	September 2019	74
Appendix "A":	CEIU Statement on Harassment		76
Appendix "B":	CEIU Statement on Unjust Profiling		77
Appendix "C":	CEIU Environmental Sensitivities		78
Appendix "D":	CEIU Statement on Oppression and Anti-Racism	December 2021	79

CEIU POLICY 1
SMOKING

RESCINDED
in favour of PSAC Policy 39,
03/2004

**CEIU POLICY 2
LEGAL ASSISTANCE**

November 1984

As amended September 1997

As amended March 2004

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 issued 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.

POLICY 2

- 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 cost be rewarded by the Court or assumed/reimbursed by the Employer.

**CEIU POLICY 3
ADMINISTRATIVE INVESTIGATIONS**

October 1985

As amended September 2004

As amended March 2005

As amended March 2021

ADVICE TO FOLLOW FOR MEMBERS AND UNION 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

NOTE: If the member does not wish to be represented by their union representative, they can hire a lawyer of their choice; please note, however, that this option involves legal costs which will be 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 person or persons assigned to hold the interview **before having received the vital advice**, either from the union, or the lawyer chosen.
5. Article 17.02 of the PA collective agreement determines the minimum notice to receive such notification, and this will allow the member to contact their local union.

6. **Never** give in or accept to be threatened by anyone. You have the legal and absolute right to protect yourself; never meet with the person or persons assigned to hold the interview or management without your representative.
7. **Never** give in to intimidation and **never** sign a statement without first receiving the vital advice.

2. **Basis for the Administrative Investigations**

You have to know 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 allegations for which the person is summoned. In order to avoid “fishing sessions”, it is important that the allegations are clear and precise.
3. The name of the person or persons that will be conducting the investigation interview, including their 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 date, place and time of the interview. Demand that the employer allow the time required for the member to properly prepare for the interview with their representative.

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 also indicate the right to representation, the description of the allegations for which the person is being summoned and the name or names of the person(s) that will be conducting the investigative interview.

3.3 Important Comments

1. The employer, through the person or persons assigned to hold the interview 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 can force them to do it.**
2. **No one is required** to incriminate himself/herself or a colleague; too often, the employer is looking for his proof through interviews, 'fishing sessions'.

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. Make sure you always know where the member's file is as part of the employer's disciplinary process. Some departments use a pattern of internal procedure when allegations of wrongdoing and/or for the process of dealing with cases of breaches of the Code of Values and Ethics.
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 notes of the testimonies gathered during the interviews. Any audio and/or video recording made during the interview must be made by mutual agreement even before it starts.
5. Advise the person convened as to whether he/she must answer or not answer each question; review carefully with him/her the scope of each question; at the interview, if necessary, ask for adjournment. In order to properly advise the interviewee or to clarify what they want to say in order to properly assess the scope of their answers.

POLICY 3

6. Demand from the person or persons that will conduct the interview all the time deemed necessary so that the member convened can better prepare themselves with their representative.
7. Ensure that the person or persons that will conduct the interview remains within the allegations described in the notification and that it complies with the time limits of the interview. 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 should **never** meet with management or with the person or persons that will conduct the interview without the presence of the member called as a witness or who is under investigation.
10. Carefully establish with management and the person or persons that will conduct the interview 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.

**CEIU POLICY 4
FAMILY CARE POLICY**

*October 1985
As amended November 1988
As amended February 1996
As amended March 1999
As amended October 2000
As amended March 2003
As amended March 2004
As amended May 2007
As amended September 2007
As amended February 2017
As amended April 2021
As amended September 2022
As amended March 2023*

**(FOR SPECIAL NEEDS CARE FOR MEMBERS WITH A DISABILITY
REFER TO POLICY 10)**

OBJECTIVE

The Canada Employment and Immigration Union (CEIU) fully recognizes that family is not solely defined as consisting of “mother and father with children” and may take several forms including, but not limited to single parents, same-sex parents, dependent relatives residing in the household.

The objective of this policy is to remove one of the barriers which prevent members from participating in CEIU national union activities.

The Family Care Policy is intended to assist the member in covering additional fees incurred as a direct result of attending an authorized CEIU national union activity.

To achieve a maximum amount of flexibility, every effort will be made to provide on-site childcare where Early Childhood Educated (ECE) or certified caregivers are available for hire. When on-site childcare is provided, caregivers will be made available for evening sessions that form part of the schedule of events.

ELIGIBILITY

Where the member is the sole caregiver at the time of the authorized CEIU national union activity, the Family Care Policy will cover costs for care during the day **outside** normal work/school/daycare hours. Family care costs that **would have ordinarily been incurred during work hours** had the member been at his/her place of work **are not covered**.

The Family Care Policy shall not cover cost for care provided by a spouse/partner, former spouse/partner with custody rights or a relative residing in the household.

POLICY 4

Members are entitled to claim fees related to the care of the following family members who reside on a full or part-time basis with the member:

1. a child under 18 years of age.
2. a person with a disability.
3. an adult, who is a dependent*, requiring care.

* 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 dependent, the level of care required, the number of hours of care required, etc.

HOW TO CLAIM

A *completed* Family Care Expense Claim form must be submitted, **accompanied by a receipt***, which must include the following information:

- Caregiver's full name
- Caregiver's full address
- Caregiver's telephone number
- Caregiver's license number (if applicable)
- Detailed dates and hours when the care was provided for each individual family member
- Amount charged
- Caregiver's signature

REIMBURSEMENT OF FEES

- 1) Where the care is provided by someone other than a licensed agency/caregiver or the spouse/partner, former spouse/partner with custody rights.
 - a) The **actual amount**, up to a maximum of \$25 per hour, with a daily cap of \$250 for each 24-hour period for the first family member.
 - b) **A daily cap of \$500** for each 24-hour period for all additional family member. (*Example: 2 kids in total = \$500 per day, 3 kids in total = \$500 per day*)

A "24-hour period" is defined as care provided between the hours of 7:30 a.m. to 7:29 a.m. the following day.

- 2) If care is provided by a licensed agency/attendant, the **actual fees** will be reimbursed.

- 3) Where an on-site childcare program is provided at a CEIU national union activity
 - a) increased shared accommodation costs will be covered; and
 - b) where a dinner does not form part of the program, an allowance of \$25 per child, per day may be reimbursed
- 4) If **onsite childcare is not required** but the child accompanies the parent, the following will be paid for meals: \$40.00 per day per child, without receipts, or to a maximum of \$60.00 per day per child, with receipts.
- 5) The member shall be reimbursed travel costs to bring their child/children to the maximum allowable to what it would have cost to have left the child at home. Reimbursement of flight costs will be covered by National for regional and national events.

PRE-APPROVED EXCEPTIONS

Upon request, consideration will be given to special needs or unusual circumstances resulting in costs which exceed the above rates and expenses allowable. **Detailed information must be provided in advance for pre-approval.**

CEIU POLICY 5
STAFFING WITHIN THE FEDERAL PUBLIC SERVICE
As amended October 2017

Introduction

Job opportunities, career advancement and job security are amongst the most important benefits arising from employment. The present legislative system governing staffing in the federal public service does not fully recognize these benefits and must be revised to include provisions allowing for the staffing process to be negotiable and be part of the collective agreement.

While the *Public Service Employment Act (PSEA)* appears to support the principles of merit and non-partisanship, our members' experience is frequently characterized by unjust discretionary power on behalf of the employer, a lack of recognition, lack of respect for seniority, favouritism, and abuse of process. The employer often uses their discretionary power in ways that prevent the advancement of our member's careers and undermines their employment security.

CEIU must work in conjunction with the PSAC to limit the discretion of management with retrospect to appointment and promotion by ensuring that vacancies are filled in accordance with specified procedures which fairly consider the bona fide occupational requirements of the position, and which give credit to seniority and length of service.

CEIU is responsible to ensure that our members' job security and career advancement opportunities are protected and improved. Through collective bargaining, consultation, lobbying, communication, education, pursuing formal recourse and other mechanisms, CEIU will work to protect and improve our member's access to these benefits.

Objectives

Through collective bargaining, consultation, lobbying, communication, education, formal recourse and other mechanisms, CEIU will:

- work to improve and protect our members' job security, access to job opportunities, and career advancement
- make efforts to ensure fairness, transparency, consistency and equity in selection processes and appointments
- participate fully in any campaigns designed to improve legislative frameworks, policies and practices for staffing in the federal public service
- support the principles of seniority being tied to career advancement and job security
- represent our members in informal and formal recourse processes, including grievances and complaint processes, to the fullest
- oppose any efforts to contract out the work of our members; and

- strive to empower our members through communication, consultation, and education.

Principles

The CEIU actively supports the following principles on behalf of its members:

1. Seniority

- 1.1. Job opportunities career advancement and job security must be tied to seniority.
- 1.2. The employer should acknowledge that job security and advancement opportunities should increase proportionally to increases in service and seniority.

2. Equity / Accessibility

- 2.1. The employer must actively eliminate barriers in selection processes and ensure that all CEIU members have access to opportunities and benefits.
- 2.2. The employer must make appointments in accordance with applicable Human Rights and Employment Equity legislation.
- 2.3. Bias and favoritism must not be factors in selection processes and appointments.
- 2.4. Non-advertised appointments must be denounced.

*Because of the act, the Employer MUST (therefore the word must is used here)

3. Work of the Bargaining Unit

- 3.1. The union shall denounce the use of casuals or other non-bargaining agent employees who were hired to do work normally done by members of the bargaining unit.
- 3.2. Any violation of this principle shall be reported by the Local President to their National Vice Presidents. NVP's shall report the violation to the National President.
- 3.3 Any violation of this principle shall be denounced at all levels of union management structure.

4. Contracting Out / Privatization

- 4.1. CEIU will actively oppose any attempt to contract out or privatize the work of our members.
- 4.2. All members, CEIU officers and staff must remain vigilant in their opposition to contracting out initiatives.
- 4.3. Any violation of this principle shall be reported by the Local President to the NVP. NVP's shall report the violation to the National President.

- 4.4 Any violation of this principle shall be denounced at all levels of union management structure.
- 4.5 Pertinent information and rationale should be forwarded to the PSAC for possible recourse.

5. Statement of Qualifications

- 5.1 Statement of qualifications will be uniform. If it is a national generic position, the statement of qualifications will be the same throughout the country. If it is a position that exists in a region, the statement of qualifications will be the same throughout the region. The statement of qualifications must be prepared in an objective manner so as not to be favourable to any one candidate.
- 5.2 Restrictions with regard to basic requirements must be kept to a minimum in accordance with the selection standards.

6. Notice and Information Sharing

- 6.1 Notices of selection processes, vacancies and appointments shall be available to all employees, including those on leave, in a timely fashion and on a continuous basis.
- 6.2 Notices of selection processes, vacancies and appointments should be circulated to the union both locally and nationally to facilitate transparency.
- 6.3 Tools that would enhance candidates' success in a selection process, including sample questions and tests, should be widely available to allow candidates to prepare thoroughly for available positions.
- 6.4 Management must* provide every employee or his/her representative all of the documentation relevant to allow for the preparation of a grievance, a complaint or other formal recourse process.
- 6.5 Staffing will be a permanent item on the agenda at all level of union management meetings, where management will provide information and meaningful consultation on all current staffing of term positions, casual positions, acting assignment as well as long term leave. The union could then ask questions and express their concerns.

*Because of the act, the Employer MUST (therefore the word must is used here)

7. Selection Processes

- 7.1 Selection processes should be transparent and equitable.
- 7.2 The use of non-advertised processes should be denounced including student bridging.
- 7.3 All CEIU members should receive training from the employer on how to access, participate and be successful in selection processes.

- 7.4 Assessment tools should only assess the required level of competence to demonstrate ability to do the job. Demonstrated competencies and knowledge should be considered when such competence exists.
- 7.5 Assessment tools should be administered as part of the employees' regular working day and should include a reasonable amount of preparation time, including internal staffing competitions.
- 7.6 "Best fit" criteria inserted in the process should be eliminated or severely limited.
- 7.7 Selection boards should be objective and impartial. They must be composed of members from outside the office in question. Only persons who have received training in the Selection Board process should be appointed to sit on such Boards.
- 7.8 Selection board members should remain consistent throughout the process (ex. same board members throughout the whole selection process)
- 7.9 Employees shall have the right to be equally and fairly assessed in the language of their choice.

8. Term Employment I Temporary Vacancies

- 8.1 The use of term employees must be limited. Wherever possible, indeterminate appointments are preferred. Term employees must automatically become indeterminate employees in an acceptable timeframe.
- 8.2 The use of casual employees must be limited. Wherever possible term or indeterminate appointments are preferred.
- 8.3 Long-term temporary or acting vacancies are not in the interests of CEIU members, their employers, or the Canadian public. Whenever possible, vacancies should be filled on a permanent basis. Repeated vacancies of a temporary nature should be scrutinized with a view to filling the position on a permanent basis.
- 8.4. When it becomes necessary for additional staff to be appointed for specific periods of time, the acting appointment process should be utilized to fill such positions.
- 8.5. Whenever possible acting positions should be rotated through a pool of qualified candidates to ensure that all eligible staff has an equitable opportunity to demonstrate and acquire skills except in rare and exceptional circumstances.
- 8.6 All such positions shall be filled internally, and employees appointed to such acting positions shall maintain their full right to their substantive positions which will also be filled on an acting basis, where necessary. Acting appointments should be shared when there is more than one qualified.

9. Training | Education

- 9.1. All CEIU members should receive effective training from the employer on how to access, participate in and be successful in selection processes.
- 9.2. All CEIU members should be able to participate in employer- sponsored language training in one of the two official languages to improve service to Canadians and to enhance job security and advancement opportunities.
- 9.3. Developmental opportunities and learning opportunities should be offered to all employees within the area of selection in an equitable way.
- 9.4. Members of selection boards must receive training in their responsibilities prior to taking on their duties.

10. Qualified Candidates

- 10.1 The employer should maintain pools of qualified candidates to fill projected indeterminate positions, temporary requirements, acting appointments, etc. Candidates for these should be drawn from those pools. Furthermore, the employer should exhaust existing pools of qualified candidates, starting with the oldest one on file.
- 10.2 Non advertised selection processes are not a substitute for a fair process and contain inherent bias and inequities.
- 10.3 The employer should not limit to 16 kilometers of the substantive position an assignment to a temporary or term position of the same level or of a higher level.
- 10.4 The employer shall maintain the pools of qualified candidates who have demonstrated that they have qualified in the competencies, skills, and abilities they were assessed against, also taking into consideration the length of service and the seniority from the pools of qualified candidates. This demonstration of qualifications should exempt the employee having to re-qualify in the same competencies in a subsequent selection process.
- 10.5 In the event of lay-offs or workforce adjustment, the employer must recognize the principle of seniority so that the least senior employee is laid off or affected and senior employees who meet threshold occupational requirements are retained.

11. Informal Discussion / Post Interview.

- 11.1 Management shall extend to every employee the right to have an informal discussion and /or a post interview after completing each step in the selection process. This opportunity should be extended to employees for both internal and external competitions.
- 11.2 Informal and post interview discussions should be thorough, transparent, and meaningful and conducted by one or more of the original board members.
- 11.3 The discussions must have a real potential to change decisions already made about the employee's eligibility for the position if an error or omission is identified in the selection process.

CEIU POLICY 6
LAY OFF
May 1986
As amended May 1988

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

1. There shall be no layoffs 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.

**CEIU POLICY 7
NATIONAL EMPLOYMENT EQUITY**

October 1984

As amended October 1985

As amended May 1986

As amended September 1987

As amended May 1988

As amended November 1988

As amended November 1992

As amended March 2000

As amended March 2005

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.

POLICY 7

- 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.
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.

CEIU POLICY 8
COLLECTIVE BARGAINING

RESCINDED
(Adoption of Resolution 93/B-21)

CEIU POLICY 9
EQUAL PAY FOR WORK OF EQUAL VALUE

RESCINDED
***(1998 Canadian Human Rights
Tribunal decision on pay equity,
1999)***

**CEIU POLICY 10
SPECIAL NEEDS CARE**

*November 1988
As amended March 2004*

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

SPECIAL NEEDS CARE FOR MEMBERS WITH A DISABILITY

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 member with a disability in order 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).*

CEIU POLICY 11
CONVENTION DELEGATES, ALTERNATES, OBSERVERS

November 1993
As amended February 1996
As amended March 2000
As amended October 2000
As amended April 2021

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. CONVENTION RESOLUTIONS COMMITTEES

- 2.1 There are three (3) Convention Resolutions Committees:
 - a) The Finance Resolutions Committee
 - b) The By-Laws Resolutions Committee
 - c) The General/PSAC Resolutions Committee

- 2.2 Each of the Committees, as listed in 2.1 above, shall be comprised of two (2) co-chairs, who are National Vice-Presidents, as well as one (1) member for each of the eight (8) regions, for a total of 10 members for each of the Resolutions Committee.
- 2.3 All delegates to the CEIU Convention, from electoral districts, or from the HRRR Committee shall be considered to sit on the Convention Resolutions Committee for their respective region.
- 2.4 The NVP(s) for the respective regions will select from amongst their list of delegates, one (1) member for each of the three (3) committees.
- 2.5 Should there not be an equity and/or gender balance on one (1) or more of the Convention Resolutions Committees, the NVP for Human Rights and the NVPs for Women's Issues may put one (1) additional name forward as an equity seat on the respective committee(s).

3. **PROCEDURES AT CONVENTION**

3.1 **Role of Alternates**

If the delegate wishes to share his/her credential, it is possible. However, the following criteria will apply:

- 3.1.1 It must be for a minimum period of 1 day.
- 3.1.2 It must be cleared by the Credentials Committee 1/2 hour prior to the morning commencement of the Convention.
- 3.1.3 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.
- 3.1.4 Once the alternate has replaced a delegate, that person cannot represent another district for the duration of the Convention.
- 3.1.5 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.
- 3.1.6 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.

3.1.7 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.

3.2 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.

3.3 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.

3.3.1 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.

3.3.2 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.

3.3.3 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.

3.3.4 The exchange of credentials will be done by the Credentials Committee.

3.3.5 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.

- 3.3.6 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.

3.4 Alternates for National Vice-Presidents with Disabilities

- 3.4.1 Alternate National Vice-Presidents are the only persons authorized to replace National Vice-Presidents at Convention
- 3.4.2 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.
- 3.4.3 Attendance by the Alternate NVP will be covered by CEIU Policy 10 - Special Needs Care.

3.5 Role of Observers

- 3.5.1 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.
- 3.5.2 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 3.1.

**CEIU POLICY 12
COMPLAINTS**

CEIU Policy 12 – Anti-Harassment was rescinded by the NE in October 2017

CEIU Policy 12 – Complaints was enacted March 2021

**GUIDELINES FOR DEALING WITH COMPLAINTS
WITHIN THE CEIU
AT THE LOCAL, REGIONAL AND NATIONAL LEVEL**

The following guidelines are provided to assist all concerned when a complaint is received -
CEIU By-Law 10 – Discipline

These guidelines are built upon the principles of confidentiality, expediency, fair and due process for both the complainant(s) and the respondent(s).

All complaints and investigations initiated under this Policy and the PSAC Regulation 19 must be treated with discretion and handled in a confidential manner by all parties involved.

1. NATIONAL LEVEL (National President, NEVP, NVPs)

- 1.1 As per the PSAC Regulation 19, any complaints against a National CEIU Officer (NVP, NEVP) shall go to the National President.
- 1.2 Any complaints against the CEIU National President shall go to the National Executive Vice-President.
- 1.3 Acknowledgement of receipt of a complaint against a National CEIU Officer(s) will be sent to the complainant(s) within five (5) days of receipt by the National President or the NEVP.
- 1.4 The National President or the NEVP shall review and determine whether 'evidence' (prima facie and supporting document) warrants an investigation.
- 1.5 Should it be determined that the complaint warrants an investigation, a 2nd letter will be sent to the complainant(s) advising that it is believed that the evidence does warrant an investigation.
- 1.6 The letter, as listed in 1.4 above, will advise the complainant(s) that mediation will be provided should the complainant(s) wish to go the route of informal conflict resolution. A deadline to respond will be part of the said letter.

1.7 Should the complainant(s) advise that they wish to proceed with an investigation and not mediation, the National President or NEVP will establish an internal or external impartial review committee consisting of three (3) people to investigate and assess the charges, including the receipt of oral and written evidence.

1.8 From this point on, please refer to the PSAC Regulation 19 – Regulation governing membership discipline.

2. **REGIONAL LEVEL** (Regional Council member/Regional Committees)

2.1 Any complaint filed against the Regional Council, or a Regional Committee shall be dealt with by the National Vice-President of the respective region.

2.2 Please refer to the PSAC Regulation 19 for the next steps.

3. **LOCAL LEVEL** (Local member, or member of the Local's Executive)

3.1 Any complaint filed against a Local member, or any member of the Local Executive shall be dealt with by the Local President.

3.2 Any complaint filed against the Local President shall be dealt with by the Local's 1st Vice-President.

3.3 Please refer to the PSAC Regulation 19 for the next steps.

4. **RESPONSIBILITY FOR THE COSTS OF COMPLAINT INVESTIGATIONS**

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

4.1.1 If a complaint is filed and investigated at the local level, the local is responsible for the costs.

4.1.2 If the local is unwilling to investigate and the complaint comes to the region, the local remains responsible for the costs.

4.1.3 If the local is unable to investigate and the complaint comes to the region, the local and the region will cost share 50/50.

4.1.4 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.

4.1.5 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.

4.2 For complaints initiated at the regional level:

4.2.1 If a complaint is filed at the regional level, the region is responsible for the costs.

4.2.2 If the region is unwilling to investigate and the complaint comes to the national, the region remains responsible for the costs.

4.2.3 If the region is unable to investigate and the complaint comes to the national, costs will be shared 50/50.

NOTE: Please refer to the PSAC Regulation 19 – Regulation governing Membership Discipline for detailed information on the procedure for the handling of disciplinary charges.

CEIU POLICY 13
NATIONAL OFFICERS OCCUPYING STAFF POSITIONS

RESCINDED
***(Now covered in the CEIU National
By-Laws)***

CEIU POLICY 14
BUDGETS OF NATIONAL VICE-PRESIDENTS

March 1993
As amended November 1993
As amended September 1997
As amended March 2003
As amended March 2005

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, IRCC 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" 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.*

**CEIU POLICY STATEMENT 15
WOMEN AND VIOLENCE**

August 1993

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.

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

*August 1993
As amended March 2005*

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.

**CEIU Policy 17
TELEWORK**

Enacted February 15, 1996

Amended February 7, 2023

Prior to the 2020 pandemic, access to telework by CEIU members was extremely limited. CEIU believes, now more than ever, that the Employer should make telework accessible and barrier free.

The Government of Canada has stated that it “will be as flexible as possible and will not only allow but encourage teleworking whenever and wherever possible” (Duclos, J.Y., as cited in Government of Canada, 2020).

The CEIU understands that while teleworking may be beneficial for some but for others it may present challenges. Our goal is to ensure the Employer fulfills its promise of flexibility to workers, and that the principles below are upheld:

1. Telework agreements must only be entered into voluntarily.
2. Telework agreements must not contravene the Collective Agreement and teleworkers must remain members of their respective bargaining unit and continue to enjoy the same rights as all members in good standing.
3. Teleworkers will retain their current employment 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 used by management to avoid maintaining a safe and healthy workplace.
5. Performance evaluations should not result in arbitrarily returning an employee to the office.
6. Overtime should continue to be distributed as per the provisions in the Collective Agreement. Telework must not be used to deny equitable access to overtime.
7. There shall be no unreasonable denial of leave to members due to their telework status.
8. Management shall cover all costs of telework equipment, and such equipment shall conform with the Canada Labour Code Part II.
9. The Employer shall, upon request, provide all eligible employees with a completed and signed Form T2200S or Form T2200 for income tax purposes. No employee on telework should be disadvantaged of eligible expenses because of their working from home status.

10. Training:

- (a) The Employer shall be responsible for ensuring employees receive training on their rights and responsibilities under a telework agreement, and to ensure the material is understood.
 - (b) The Employer must ensure that employees have equal access to all necessary training as if they were in the office, and, that all training and material is understood and available.
 - (c) The Employer shall provide training and assistance to employees on the proper use of the tools and technology used for teleworking.
 - (d) The employer must also provide training on health and safety, security, proper desk ergonomics, and other topics specifically relevant to teleworking.
 - (e) When there are changes to telework policies and procedures, the Employer shall make affected employees aware in a timely manner.
11. It is the teleworker's responsibility to report immediately to their supervisors and health and safety representative, any accidents, or injuries sustained while on active duty. The Employer shall observe its responsibility to contact the appropriate provincial authority immediately.
12. Members must be informed by the Employer, in a timely manner, of any training or staff meetings held both in-person and virtually, in order that they may have an equal opportunity to attend.
13. For staffing and promotion opportunities, the Employer shall ensure that teleworker receives all the same information as those who are not teleworking.
14. In the event of a strike, employees on telework agreements should not be hindered to participate in a strike.
15. The Employer shall provide the teleworker with adequate means and adequate training to protect the confidentiality of information and records in the employee's possession.
16. The Employer shall provide the Union with the work location of its members and the telework status upon request.
17. Members must have the right to unplug. Any work done outside of their normal scheduled working hours shall be subject to the overtime provisions of the Collective Agreement.

**CEIU POLICY 18
ELECTIONS**

February 1996

As amended October 2000

As amended March 2001

As amended March 2004

As amended September 2017

As amended September 2019

As amended June 2021

1. Neither candidate(s) nor their supporter(s) may use CEIU facilities or letterhead on behalf of the candidate(s), 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 unless approved by the Nominations and Elections Chairperson.
3. Regulation 18 – the regulation governing the administration procedures for the nominations and elections of National Vice-Presidents and Alternates National Vice-Presidents for regions, women's issues, for human rights, for IRCC and for IRB is to be used for all elections.
4. A candidate may request, on a one-time basis only, that the CEIU National Office send out the candidate's campaign material to their respective members. This request must be approved by the Nominations and Elections Chairperson prior to the material being sent out. The campaign material will be sent out only to members for which CEIU has a personal email address on a pre-determined date chosen by the National Nominations and Elections Chairperson. It is the responsibility of the candidate to provide their campaign material in both official languages. Material received only in one language will be sent out as received.
5. Work email addresses cannot be used at any time during the election process.

SPECIFIC TO ELECTIONS HELD AT CONVENTION

6. No campaign material shall be distributed on the Convention floor during the hours of business.
7. The newly elected Executive of CEIU shall assume office upon termination of the Convention.

POLICY 18

8. Elections must be held the afternoon of the 4th day of Convention, with an '*all-candidates forum*' to be:
 - a) For a virtual convention, part of convention business and held during convention hours and the debate would be 30 minutes per position for a total of 90 minutes; and
 - b) For an in-person convention, held the evening of the third day of the Convention.
9. Electronic voting will be done on the Convention floor.

CEIU POLICY 19
SELF-GOVERNED/DIRECTED TEAMS

RESCINDED
03/2004

CEIU POLICY 20
TECHNOLOGICAL CHANGE

RESCINDED
in favour of PSAC Policy 20,
03/2004

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

*November 1996
As amended March 2002
As amended May 2007*

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, it 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;
- 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;

POLICY 21

- 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.

CEIU POLICY 22
EXPANSION OF DUTIES

RESCINDED
***(As per the September 2022
National Executive Meeting)***

CEIU POLICY 23
REIMBURSEMENT FOR MEMBER APPEAL REPRESENTATIVES

RESCINDED
***(As per the March 2009
National Executive Meeting)***

CEIU POLICY 24
RESTRUCTURING AND RESPONSIBILITIES OF LOCALS

September 1998
As amended March 2000
As amended March 2004
As amended September 2012
As amended October 2017
As amended February 2023

1. PREAMBLE

In accordance with CEIU By-Law 8, the National Executive has the authority to charter Locals, when requested by 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. A member who primarily works from home would belong to the closest Local in the geographic area of their home. For large urban centres where there are multiple Locals, a member would belong to the Local associated with their letter of offer. For those members reporting to Regional or National Headquarters, they would belong to the closest Local in the geographic area of their home.

Restructuring may be in the form of merging one or more Locals, dissolution of Locals, transferring of members from one local to another due to departmental reorganization/restructuring, creation of new Locals, etc.

Local By-Law 9 – Local Executive, which forms part of CEIU Regulation 22, states that the Executive of a local shall consist of an elected President, and at least one Vice-President, and either a Secretary-Treasurer or a Secretary and a Treasurer.

2. PRINCIPLES

In accordance with CEIU By-Law 8, the National Executive also has the authority to amend, revoke or withdraw any local's charter when it is in the best interest of the members and the Union to do so, however the following principles should apply:

- 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 from the date the decision to merge or restructure, taken by the members, either by petition or by holding a meeting, is taken.

- b) Proposed local restructures must be agreeable to 2/3 of the members for each of the locals involved that are in attendance, at the meeting, or by 2/3 of the members of both or all locals involved, and which is received by petition.
- 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). In the case of IRB and IRCC locals, there will be consultation with the respective IRB and IRCC National Vice-Presidents.
- e) The National Office must receive all pertinent information (correspondence between locals, etc.,) before the National Executive can make a decision.
- 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) The local funds of restructured locals will be divided on a pro-rata basis. The number of members on the last membership list of the month prior to the restructuring for that local will be the number used to make the division of monies. These amounts will be allocated to the new local(s) and/or to the remaining local(s).
- i) Locals shall not exhaust their monies in anticipation of a dissolution or merger. All monies shall be allocated to the receiving local(s) on a pro-rata basis.

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. VOLUNTARY MERGING OF TWO (2) OR MORE LOCALS

- 4.1 Should 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 2/3 of the members, or in the form of a resolution adopted at a general membership meeting; and
 - (b) A statement from the receiving Local, either in the form of a petition by 2/3 of the members, or in the form of a resolution adopted at a general membership meeting, that 2/3 of the members present have agreed to accept the new members; and
 - (c) Up-to-date financial statements from all the locals involved
- 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.
- 4.3 All Locals' funds shall be combined when local merge. Locals shall not exhaust their monies in anticipation of a dissolution or merger. All monies shall be allocated to the receiving local(s) on a pro-rata basis.

5. LOCALS WITH MULTIPLE SITES

Many locals consist of multiple sites; 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. 6.1 below would apply.

6. TRANSFERRING OF MEMBERS DUE TO DEPARTMENTAL REORGANIZATION OR RESTRUCTURING

CEIU attempts to respect and protect the established jurisdictions of locals, however, due to departmental reorganization or restructuring, certain local jurisdictions are or will no longer be viable and thus should be restructured in order to allow better 'groupings', and better representation of the members. The following shall therefore apply.

POLICY 24

- 6.1 Should members and/or even a complete local's membership be transferred due to a departmental reorganization or restructuring, where there is already a Local in place, then normally the members and/or even the complete Local's membership shall fall under that Local's jurisdiction.
- 6.2 Should members and/or the complete local's membership not wish to join or merge with the Local already in place, then the NVP shall assist the members that have transferred to ask if they wish to remain within their own Local or ask for a new charter under CEIU By-Law 8. However, the reasoning for the local's wishes to remain within their own local instead of merging with the local already on site or asking for a new charter under CEIU By-Law 8 must be made in writing and agreed to by 2/3 of all transferred members. The reasoning must be based on facts and must be to the benefit of all the members that would be affected by the transfer, and not just a few of the members affected.
- 6.3 Transition measures for members that are in the midst of transferring (ex: building being renovated, etc.) that the local remain status quo until such time as the full transfer of the local is done at which time a special meeting of the membership shall be held to elect the executive.
- 6.4 Should there not be agreement, then the dispute settlement procedure outlined in section 7 of this policy shall apply.
- 6.5 The local funds of restructured locals will be divided on a pro-rata basis. The number of members on the last membership list of the month prior to the restructuring for that local will be the number used to make the division of monies. These amounts will be allocated to the new local(s) and/or to the remaining local(s).
- 6.6 Locals shall not exhaust their monies in anticipation of a dissolution or merger. All monies shall be allocated to the receiving local(s) on a pro-rata basis.

7. DISPUTES

- 7.1 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.

POLICY 24

- 7.2 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.
- 7.3 The results of the referendum vote shall be binding.
- 7.4 In the event of non-resolution from the referendum vote, the NVP(s) will submit recommendations to the National Executive for necessary action.
- 7.5 No transfer of members shall take place from the moment the dispute has been declared to the time it is resolved.

8. 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:

- 8.1 Where the Local has indicated it agrees to merge with another Local, the procedure outlined in section 4 of this policy shall apply.
- 8.2 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.

9. LOCAL FUNDS

- 9.1 All Local funds shall be divided and/or combined on a pro-rata basis when Locals' merge, reorganize or when members transfer from one local to another because of departmental reorganization or restructuring. This division or combination of money would provide immediate access to any support and representation needed.
- 9.2 In the case of Locals under trusteeship, the release of the Local funds shall first be authorized by the National Executive.
- 9.3 Locals shall not exhaust their monies in anticipation of a dissolution or merger. All monies shall be allocated to the receiving Local(s) on a pro-rata basis.

- 9.4 In the event of a dispute as mentioned in Section 7, 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.
- 9.5 In the event that a Local does not provide their audited financial statements for two (2) consecutive years, the Local's bank account will be frozen. Following receipt of the financial statement(s), all funds withheld will be remitted to the Local.
- 9.6 Inappropriate use of local funds and/or anything that goes against CRA regulations is not permitted.

10. 6-MONTH RULE

- 10.1 The 6-month rule applies to any member of a local who is in an acting assignment longer than 6 months.
- 10.2 Any member, who has accepted an acting assignment that is not with the same local as the member's previous local, must after 6-months, be transferred to that local where the acting assignment is part of.
- 10.3 Any member, who was on an acting appointment for longer than 6-months and who was transferred to that local because of the 6-month rule, and who now returns to their previous position, once that assignment is completed, would return to the local they belonged to before their acting assignment.
- 10.4 The Local President of the Local must advise their respective CEIU Regional Union Office of any acting assignment that is more than 6-months so that they are transferred to that local, should it not be the same local number as they belong to prior to the assignment.

CEIU POLICY 25
USE OF ELECTRONIC NETWORKS FOR UNION BUSINESS

March 2000
As amended March 2004

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.

CEIU POLICY 26
FUNDING MEMBERS TO ATTEND CONFERENCES

March 2001

As amended September 2003

As amended February 2023

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

**CEIU POLICY STATEMENT 27
INVESTMENTS**

November 2001

As amended March 2002

As amended October 2019

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 Director of Finance and Administration 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.

CEIU POLICY 28
COMPUTER/EQUIPMENT PURCHASE BY NATIONAL OFFICERS

March 2001

As amended November 2001

As amended March 2002

As amended March 2003

As amended September 2003

As amended October 2020

As amended April 2022

1. National Officers will be allowed an allocation of \$5,000.00 per term for basic computer, 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 \$75,000 shall be placed in the account each convention year (the total maximum provision per NVP will be \$5,000).
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) Headset
 - (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** which is available from the CEIU National Office.*

**CEIU POLICY 29
ENVIRONMENTAL SENSITIVITIES**

July 2003

As amended March 2004

As amended September 2022

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 must take into consideration environmental sensitivities.
- Participants will be notified in advance of such an event; written notices are to be included in events packages sent from CEIU offices or other organizers.
- CEIU National will supply fragrance free soaps and toiletries for all in-person CEIU national conferences/conventions, when held in a hotel and CEIU National will ask the hotel, where the activity is being held if they can provide fragrance-free products for the duration of our national conferences/conventions.

CEIU Premises

The CEIU supports environmental sensitivities in all of its offices. Members visiting our union offices are asked to please refrain from using scents.

Note: Environmental Sensitivities kits are available from all PSAC Regional Offices.

**CEIU POLICY 30
DUTY TO ACCOMMODATE**

*March 2006
As amended May 2007
As amended March 2021*

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.

This document is for all workplaces and telework (at home or in another location).

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 was introduced in 1977 to protect, amongst other people, workers employed by the federal government. Workers can protect themselves by introducing a complaint involving allegations based on one or more grounds for discrimination as specified by the *Act*.

POLICY 30

It is noteworthy that the grounds of discrimination have evolved with Canadian more over the years and it is beneficial for anyone protected by the *Act* to keep tabs on these societal evolutions.

The Canadian Human Rights Act recognizes, in Section 3(1), that the prohibited grounds of discrimination include race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability and conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered.

According to that Act, it must be specified:

- That discrimination based on pregnancy or childbirth is discrimination on the ground of sex.
- That physical or mental disability includes dependence on alcohol or a drug.
- 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:

- Ensure employees are aware of their right to accommodation, explain details about the workplace accommodation policy, and distribute copies of the policy.
- Take an active role in exploring alternative approaches and solutions to accommodate the employee.
- Make sure to fully understand the limitations and difficulties of the employee.
- Attempt to find solutions and explore the various accommodation options, ensuring that each individual request is considered on a case-by-case basis, without reference to what has worked or not worked in other cases in the past, and without prejudice to what might be appropriate in future cases.
- Keep information/medical records confidential.
- Grant accommodation requests in a timely, reasonable manner, to the point of undue hardship.
- Not fall back on a possibility which has proven unacceptable or impracticable
- Make real efforts to accommodate the employee and take, into account, the real hardship felt in each of the situations considered.
- Be willing to review and modify the accommodation agreement if the circumstances change or the solution is no longer working.
- Advise employees about their right to appeal and their right to approach the CHRC.

- 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.

Human rights protection appears in section 15 of the Canadian Charter of Rights and Freedoms which is part of the Constitution Act. Being itself part of the Canadian Charter of Rights and Freedoms; the highest law of Canadian society, it is imperative that union interventions in that regard be exemplary. The union has the duty to be proactive and ensure that a higher degree of due diligence is applied at all times for matters pertaining to human rights cases. In short, the union needs to strive to anticipate, prevent, to intervene and to eliminate discrimination in the workplace to the highest extent of its capabilities.

Here are a few examples when a union might be found liable for its actions:

- 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. The union's responsibility is to cooperate and collaborate in order to find innovative ways to eliminate and/or minimize the discriminatory effects of functional limitations but is not responsible to find a cure to the disability. Like the employer, the union may be ordered to pay moral and exemplary damages.

The courts have made it clear that unions are required to support accommodation measures regardless of what has been specified in collective agreements. In other words, unions cannot block a viable accommodation option, such as a transfer to another position, because it may violate the terms of a collective agreement; in fact, a union can, be held liable if it hinders such efforts to accommodate.

However, collective agreement provisions are to be respected. Supervisors are obligated first to explore the accommodation options that will not interfere with rights and entitlements provided under collective agreements.

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.
- Advise the employer of changes in accommodation needs.

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
- Workstation 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. One should refer to section 15 (2) of the Canadian Human Rights Act that expresses the following as such:

Health

Safety

Excessive financial cost (*Note: jurisprudence has proven that this is not applicable for the federal government*)

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 medical certificates containing functional limitations, to be submitted to the employer. It could prove beneficial to provide the employer with the functional limitations at first. Request that the employer initiate the exercise of assessing possible accommodations.
4. Schedule a meeting with the employer, in the company of the member if possible. Go over the limitations noted by the member's physician and present the union's accommodation ideas. Organic communication will need to be established as all parties will benefit from a mutual acknowledgement and understanding of the limitations at hand. N.B. The employer might request additional information clarifying the limitations. Negotiate with the employer the feasibility of the accommodation measures suggested by both parties.
6. Agree on a timeframe 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 failure to provide reasonable accommodation to the individual.

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.

**CEIU POLICY 31
SCHOLARSHIP GUIDELINES AND APPLICATION**

March 2010

As amended March 2013

As amended November 2015

As amended April 2022

As amended October 2023

Bi-annually, when there are available funds, the Canada Employment and Immigration Union (CEIU), will offer around twenty (20) National CEIU Scholarships, in the amount of up to \$5,000 each. Should there be less than twenty (20) applications received in any given year, the monies remaining will be kept in a fund for future years.

A first callout will be sent out to CEIU members in good standing, for which CEIU has a personal email address, around May of each year, with a deadline date of August, should they, or their dependent wish to submit their application, with the required documents listed on the 'Scholarship Application Form.' The callout will also be available on the CEIU website at www.ceiu-seic.ca

A second callout will be sent out, once again to CEIU members in good standing, for which CEIU has a personal email address, around September of each year, with a deadline date of December, should they, or their dependent wish to submit their application, with the required documents listed on the 'Scholarship Application Form'. The callout will also be available on the CEIU website at www.ceiu-seic.ca

The callout(s) will include the 'Scholarship Application Form', the CEIU Policy 31 and the list of required documents that must be sent with the application form to be considered.

For the first callout, around May of each year, the scholarships will be offered, and prioritized in the following order:

- 1) Five equity scholarships
 - At least 1 scholarship offered to a person that identifies as Indigenous
 - At least 1 scholarship is offered to a person that is identified as a Member with Disabilities.
 - At least 1 scholarship offered to a person that identifies as LGBTQ2+
 - At least 1 scholarship offered to a person that identifies as Racialized
 - At least 1 scholarship offer to a person that self-identifies as a woman.

- 2) And, up to ten (10) scholarships (if enough funds are available)

For the second callout, around September of each year, the scholarships will be offered and prioritized in the following order:

- 1) Five equity scholarships
 - At least 1 scholarship offered to a person that identifies as Indigenous
 - At least 1 scholarship is offered to a person that identifies as a Member with Disabilities.
 - At least 1 scholarship offered to a person that identifies as LGBTQ2+
 - At least 1 scholarship offered to a person that identifies as Racialized
 - At least 1 scholarship offered to a person that self-identifies as a woman.

The above scholarships will be awarded on a merit basis. Should there be no application received for any of the equity groups listed above, the scholarship(s) would be added to the equity groups that has received the most applications.

Please note that a person who is awarded a National CEIU Scholarship will not be able to submit further application(s) to apply for a CEIU Scholarship for the next five (5) consecutive year period.

Eligibility:

All scholarships are available for members in good standing of CEIU, their spouse, their common-law partner, and/or their dependant(s).

For this purpose, **a dependant**, in respect of a CEIU member in good standing (parent or guardian), means the age of dependency based on your province's legislation:

- (a) Has one of the following relationships with the CEIU member, namely,
 - i. Is the biological child of the member, if the child has not been adopted by a person other than the spouse or common-law partner of the CEIU member, or
 - ii. Is the adopted child of the CEIU member; and
- (b) Is in one of the following situations of dependency, namely,
 - i. Is less than the age of dependency based on your province's legislation and is not a spouse or common-law partner, or

- ii. Is depended substantially on the financial support of the CEIU member since before attaining the age of dependency based on your province's legislation and is unable to be financially self-supporting due to a physical or mental condition (enfant à charge)

All submissions become the property of CEIU, and where scholarships are awarded, some or all of these essays, which form part of the necessary documents to be submitted with the 'Scholarship Application Form' may be posted on the CEIU website, at our discretion.

Recipients may be asked to provide receipts showing the actual cost of the course or program which a recipient has enrolled in for the school year and a breakdown of any other costs incurred for enrolling (books/equipment, software, etc.). Should the amount be less than \$5,000, CEIU will offer the scholarship for the actual amount of the course/program and related costs incurred, up to \$5,000.

CEIU members can contact their Local Executive, their National Vice-President(s) and/or their CEIU Regional Union Office for copies of the 'Scholarship Application Form'.

**CEIU POLICY 32
UNJUST PROFILING**

Adopted at the March 2011 National Executive meeting

(A Statement can be found as Appendix "B" to these policies)

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 identity or expression, genetic characteristics, appearances, ethnic or national origin, place of origin or residence, religion, language, social condition, class, sexual orientation, 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 of their racial, ethnic, national or religious background, whether actual or presumed.

CEIU believes that equality 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 affect 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).

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

As CEIU fights all forms of discrimination wherever they might appear, CEIU and its membership will actively promote 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 differs from criminal profiling, the latter being based on objective, real and detailed information to identify a person or group of persons who may have been involved in a criminal activity. Criminal profiling becomes discriminatory or unjust when race or other personal characteristics are used as a proxy for the general criminal propensity of that entire group.

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

CEIU POLICY 33
SERVICES OFFERED AT CEIU NATIONAL EVENTS
FOR MEMBERS with DISABILITIES

Enacted September 21, 2019

*(FOR MEMBERS with DISABILITIES
WHO HAVE SELF-IDENTIFIED WITH CEIU)*

The objective of this policy is to remove the barriers which prevent Members with Disabilities from participating fully in their Union activities.

The Union is committed to planning and conducting accessible meetings, regardless of its size (training, conference, etc.,) and to accommodate the accessibility needs of the participant(s), when these needs have been identified and requested.

Accessible unionized hotel and meeting space

Any unionized hotel chosen for the Union's event(s) must be accessible. A site visit will be conducted by a trained accommodation specialist before booking a venue to ensure that any potential challenges to accessibility will be addressed, such as the following:

- Meeting rooms large enough to accommodate wheelchairs, scooters and/or service animals
- Accessible entrances
- Accessible washrooms
- Braille, raised numerals or audio announcing the floors in the elevators
- Ramps and/or elevators
- Accessible parking spots
- Accessible hotel rooms, with accessible showers, etc.,

Accessibility request for accommodation

Member must identify their accessibility needs by the deadline date to request certain types of accessibility supports so that the Union has enough time to acquire them. Example of these would be:

- Sign Language Interpreters
- Assistive listening devices
- Real-time captioning
- Described video (audio description of what appears on a screen)
- Personal support person
- Special dietary and allergy requirements
- Accessible room accommodation

- Room accommodation - Free from scent/chemical fragrance like toiletries, etc.
- Emergency evacuation procedures reviewed by Union and Hotel staff
- Accessible formats (large-print, electronic versions)
- Visual or shaker fire alarms
- Other – identified by the participant

The Union will try to accommodate any last-minute or on-the spot accessibility requests. However, when these cannot be met, the Union will work with the participant to find a temporary and respectful solution.

The Union will ensure the National Human Rights/Race Relations Committee is part of any changes, deletions, or additions to this Policy in order to provide the Committee the opportunity of raising any concerns on behalf of the Members with Disabilities.

CEIU STATEMENT ON HARASSMENT
From the PSAC Statement on Harassment

This statement is to be read out at all CEIU events

Our union is made strong by working together to improve our working lives and to preserve the rights that we have struggled to achieve. Mutual respect is the cornerstone of this cooperation. The PSAC Constitution states that every member is entitled to be free from discrimination and harassment, both in the union and at the workplace, on the basis of age, sex, colour, national or ethnic origin, race, religion, marital status, criminal record, disability, sexual orientation, gender identity or expression, language, social and economic class or political belief. Members are also entitled to be free from personal harassment.

If you experience harassment at this event, contact the identified Anti-Harassment Resource Person to discuss the situation and possible responses. Our initial approach is to encourage early and informal resolution and to facilitate our members speaking directly with one another to resolve the matter. If this is not successful or possible, the Constitution and policy mandates on the issue of harassment will be full and quickly enforced.

Harassment in all its forms, detracts from our common purpose and weakens our union. Let each one of us, as we work together on the important task at hand, treat each other with dignity and respect.

CEIU STATEMENT ON UNJUST PROFILING
(Excerpt from the CEIU Policy 32 on Unjust Profiling)

This statement is to be read at all CEIU events

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 identity or expression, genetic characteristics, appearances, ethnic or national origin, place of origin or residence, religion, language, social condition, class, sexual orientation, 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.

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 people’s 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.

ENVIRONMENTAL SENSITIVITIES!

Please refrain from using scents, such as perfume and colognes.

Some members are extremely allergic to these products
and may have a serious reaction.

Thank you for your cooperation.

*(It should be noted that this is not a request but a rule.
Should you decide to violate this rule,
you will be asked to leave the meeting, conference, or Convention)*

SENSIBILITÉS ENVIRONNEMENTALES!

Veillez noter que de nombreux membres sont allergiques
aux substances aromatiques telles que les parfums
et autres produits de toilette.

S.V.P. vous abstenir de porter ces produits.
Merci de votre collaboration.

*(Veillez noter qu'il ne s'agit pas d'une demande, mais bel et bien d'un règlement.
Si vous ne vous conformer pas à ce règlement, nous vous demanderons de quitter
la réunion, la conférence ou le congrès)*

CEIU STATEMENT ON OPPRESSION AND RACISM

As adopted by the National Executive in December 2021

CEIU recognizes racism is not always visible, because it has been ingrained in our culture, and in our union. We also acknowledge that CEIU is a reflection, of the society in which we live, and that these uses of power exist both at the workplace and within the structure of our union.

CEIU also recognizes that understanding, acknowledging, and working to eliminate oppression is a learning process for us all. We recognize that different people can be at different stages in the learning process. We recognize that we all need to make the effort to learn.

CEIU is committed to fighting racism, colonialism, and oppression, and promoting employment equity in the workplaces that we represent, within our own union and in society at large. When our members experience discrimination on the job, we file grievances and fight for their rights in the courts and at the human rights commission. And while we have made inroads on some equity issues, we still do not have equality. Instead, in our workplaces and elsewhere, systemic racism and oppression continues.

CEIU must take an activist approach to ending systemic racism in our workplaces and our union. This includes taking action to support decolonization, and reconciliation with Indigenous peoples. We need to go beyond employment equity committees and filing grievances. We need to organize and mobilize all members to act to force employers to make our workplaces fair.

Equity-seeking members are often not well represented overall in unionized workplaces, which have higher wages and benefits. The public sector is a major source of decent jobs for all workers. However, equity seeking workers are often shut out by discriminatory hiring practices.

In order to fight against oppression and racism in the workplace, and within our union, CEIU must:

- Develop strategies to eliminate systemic barriers, using equity principles, and an equity impact analysis tool.
- Reach out to all our members and include them in developing anti-racism and anti-oppression strategies for the union.
- Make organizing racialized and Indigenous workers a priority as part of our continued campaign to engage our members. This includes training and mentoring grassroots racialized and Indigenous members to become leaders within the union.
- The union must also develop training and materials on anti-racism and anti-oppression for elected leadership and staff.

APPENDIX “D”

- Put anti-racism on the bargaining agenda. Such measures could include training clauses to provide real opportunities for promotions and transfers, more equitable hiring, and promotion clauses, and faster, more effective systems for dealing with racism complaints.
- Ensure that CEIU meetings are organized and conducted in an accessible way, so that all participants can contribute in a manner free from obstacles, barriers, and oppression.
- Have an effective process for resolving concerns and complaints that may arise from members' experience of unfair, inequitable, or oppressive treatment within the union.
- Provide financial and human resources to support CEIU's commitment to anti-oppression.

CEIU has always been proud of its equity advocacy, and rightly so. We are part of the largest union at the largest bargaining table in North America, with a rich and diverse membership. Our union will not stand by and continue to allow oppression and racism to exist within our structures and our workplaces. When our entire union works in solidarity to eliminate racism and oppression, all workers will win.