



Policy on the President Terms and Conditions

Effective date: 1 January 2025

(Original submitted in English)

1. Purpose and Scope	This policy outlines the compensation, benefits and terms and conditions of employment for the President, as related to the Institute By-Laws and other policies and practices. This policy also reflects the principles outlined in the Policy on Balancing Union Activity and Family Life.
2. Authority for the President	The Institute's Board of Directors is responsible for the direction, supervision and discipline of the President, in accordance with the Institute's Policies and Bylaws.
3. Authority of the President	The President is responsible for the direction, supervision and discipline of the Vice-Presidents, in accordance with the Institute's Policies, and Bylaws.
4. Requirements for the President	<p>Position descriptions approved by the Board, outlining the Authority, Term of Office, Reporting Structure, Position Summary, Responsibilities, Requirements, Expected Qualifications and Skills, and Performance Requirements are attached to this policy (Appendix 1)</p> <p>The candidate for President, deemed to have won the election, must be prepared to sign and execute the specific service agreement for their position, as approved by the Board and attached to this Policy, prior to assuming office. Failure to sign the Service Agreement, will disqualify the candidate from election (Appendix 1).</p> <p>The President will publish status reports every two months. Those reports will be posted to the PIPSC Web site.</p>
5. Disciplinary Process for the President	Allegations against the President of misconduct and breach of the obligations set out in the Service Agreement, the Policies and Bylaws of the Institute shall be dealt with by the Board of Directors (Appendix 2). Any discipline imposed on the President by the Board may be appealed pursuant to the Policy on Conduct.
6. Review and Approval of the	<ol style="list-style-type: none">1. The terms and conditions of employment for the President will be reviewed by the Executive Compensation Committee (ECC) on a triennial basis (on the year of the Board elections) and shall be approved by the Board, prior to the publication of Notice of Election in that year.



Terms and Conditions	<p>2. The compensation philosophy and principles for the President is a long term policy and approach. The philosophy and principles will be reviewed by the Board on a triennial basis. In the event of a compelling environmental or economic concern this review can be conducted sooner.</p> <p>No changes in terms and conditions, with the exception of annual adjustments to remuneration, shall take effect between triennial reviews.</p>
7. Relocation	<p>The President of the Institute is required to reside in the National Capital Region and may be eligible for relocation support in accordance with the Institute Policy on Relocation of Full-Time Elected Officers.</p>
8. Monitoring and Evaluation	<p>The Policy on the President will be reviewed by the ECC with recommendations to the Board of Directors on a triennial basis. In the event of a compelling environmental or economic concern this review can be conducted sooner.</p>
9. References	<p>Appendix 1: Terms and Conditions of Employment for President.</p> <p>Appendix 2: Disciplinary Process for Allegations Against the President of Misconduct or Breach of Obligations.</p> <p>Policy on Financial Support for Member Participation</p>



Appendix 1 to the Policy on the President Terms and Conditions: **Terms and Conditions of Employment for the President**

1. Salary

1.1 The salary ranges for the President shall be determined by the Board and shall be published in the Notice of Election / Call for Nominations. The salary ranges will be competitive with similar roles in the labour movement. The range will be composed of a minimum and a maximum with four steps. The newly elected President will have their salary set at the range minimum in the first year. Their salary will be increased to the next step in each of the successive years of their term of office. A re-elected President will continue to have their salary increased to the next step in the range until their salary is at the range maximum. Thereafter the incumbents will receive only economic adjustments as recommend by the ECC and approved by the Board.

1.2 One of the principles in the Compensation Philosophy, above is “no wage loss”. If the base salary of a President’s substantive position was greater than the minimum of the salary range, then that official would receive an amount equivalent to their existing base salary plus 15% in their first year of office. Their salary would be increased by 5% on an annual basis until they have served for four years as an elected official.

1.3 The President is not entitled to overtime payments or other special compensation for hours worked.

1.4 An economic increase to the salary ranges for the President will be reviewed by the ECC on a yearly basis and shall be determined by the Board.

2. Expenses

2.1 Travel, hospitality, and office expenses will be paid to the President according to the Policies and By-Laws of the Institute.

2.2 The President will receive a Headquarter Travel Allowance which covers travel, parking and taxis in the headquarters area (16 km radius). The amount of the Headquarter Travel Allowance will be reviewed by the ECC on a yearly basis and shall be determined by the Board.

2.3 Other office related expenses that are not defined in the policies will require completed expense claims submitted on a monthly basis with receipts.

2.4 Expenses are subject to the review of the Finance Committee, under the authority of the Board.

3. Annual Leave

3.1 Leave will be provided to the President according to their Service Agreement, the Policies and By-Laws of the Institute.



The “Compensation for Meetings on a Day of Rest” (3a, 3b) provisions of the “Policy on Balancing Union Activity and Family Life” do not apply to the President. These positions receive leave as part of their compensation package with the Institute.

4 Income Protection from Illness and Injury (Sick Leave)

4.1 Income Protections from Illness and Injury (Sick Leave) will be provided to the President according to their Service Agreement and the Policies and By-Laws of the Institute.

If the President is unable to fulfill their elected responsibilities they should be provided with the option to return to their substantive position and apply for the employer’s existing income protection program or remain on leave without pay. Access to the Institute’s Long Term Disability Benefits will not be provided.

4.2 Unused Sick Leave Banks will be forfeited at the end of each term. There will be no carryover of any unused Sick Leave bank from one elected term of office to another.

4.3 If the President is retired, the individual would be eligible for the thirteen (13) weeks of Sick Leave bank, but would not be eligible for any Long Term Disability Benefits from either the substantive employer or the Institute’s plans.

4.4 The Institute will pay the Employer’s share of the Long Term Disability Insurance premium on behalf of the President who is on leave of absence from their substantive employer.

5 Other Benefits

5.1 Payment of superannuation and insured benefit plans from the President’s substantive position will be made by the Institute according to their Service Agreement, the Policies and By-Laws of the Institute.

5.2 If the President is retired, then no Insured Benefit Plans will be available.

6 Travel Arrangements

6.1 Travel arrangements will be made with the approved travel agency and be paid by the Institute as per the existing Policy on Financial Support for Member Participation.

6.2 All travel must be in accordance with the Institute’s Policy on Financial Support for Member Participation.

6.3 The President may travel Business Class if desired.

7 Acting President

7.1 In circumstances where the President is temporarily absent due to normal holidays, annual leave or other short-term leave for a maximum of three consecutive weeks, the President may request a Vice-President to act on behalf of the President. Acting pay will be provided for periods of absence that exceed one week.



7.2 In circumstances where the President is outside the boundaries of Canada an acting president shall be appointed from one of the current Vice-Presidents. Acting pay will be provided for periods of absence that exceed one week. **(BOD – June 2024)**

7.3 Should the President be unable to carry out the duties as described in the Position Description (attached) for indefinite or long-term absences, the Board shall designate a Full-Time Vice President to act for the President. Acting pay will be provided. Acting pay will be provided for periods of absence that exceed one week.

7.4 The acting pay shall be determined as the minimum of the President's salary range, unless the individual's substantive pay is higher than the minimum of the President's salary range. In which case, the Acting President will receive 4% above their substantive pay, starting on the first day of the designation as Acting President.

8 Vacancy

8.1 If, between meetings of the Board, the Office of the President becomes vacant indefinitely or due to a long-term absence, other than removal from office, the Executive Committee shall select from amongst themselves an Acting President to carry out the duties of the position until the next regular Board meeting.

8.2 The Board shall, at its next regular meeting, either affirm the selection of the Acting President or select another Vice-President as Acting President. The Acting President shall continue to fulfill the duties of the position until the vacancy is filled by election.

8.3 The Board shall only schedule a special Presidential election on a date no later than ninety (90) days from the date on which the vacancy occurred, provided that such an election will not take place within ninety (90) days of the regularly scheduled Institute elections, in which case the position shall be included in the latter election. In the event a special Presidential election is held, the President elected according to this Policy shall serve for the balance of the unexpired term of office.

9 Language Training

Intensive language training is to be offered to the President should they express such a need.

10 Professional Dues

Professional dues for one relevant designation or association shall be paid for President on an annual basis.

11 Harassment Policy

The Dispute Resolution and Discipline Policy will apply. Violations of the Harassment Policy will be dealt with in accordance with the Service Agreements of the President and Part G of the Dispute Resolution and Discipline Policy.

ON COMPLETION OF TERM OF OFFICE



1 Career Transition

1.1 On completion of the elected term of office, an immediate past President who was not previously retired, has no job to return to within their substantive employer because of work force adjustment may receive Career Transition assistance.

1.2 The Career Transition assistance will include a three-month package with a professional career transition consulting firm.

1.3 In addition, special upgrading of skills training relevant to the reintegration into the workforce may be provided to a maximum of five days or equivalent.

2 Severance

The Institute will pay one (1) month's salary for each year the individual serves as President to a maximum of six (6) month's salary.

3 Insurance Coverage (Liability)

3.1 The Institute will provide continuing legal coverage for Board related actions having arisen during an immediate past President's term.

3.2 This coverage will not include any private actions taken by an immediate past President against any individual, corporation or other legal entity.

3.3 This coverage will not include any action taken by an immediate past President.



Appendix 2 to the Policy on the President Terms and Conditions: **Disciplinary Process for Allegations Against the President of Misconduct or Breach of Obligations**

1. Application	This Appendix provides the framework that the Board shall follow when dealing with allegations against the President of misconduct or breach of obligations set out in the Service Agreement, the Bylaws and Policies of the Institute.
2. Procedural Fairness	The President will be afforded procedural fairness in the processing of the allegations against them.
3. Conflict of Interest and Bias	<p>Elected and appointed representatives of the Institute including Board Members are expected to conduct union business in a fair and transparent manner, and to avoid real or perceived conflicts of interest.</p> <p>When dealing with allegations against the President of misconduct or breach of obligations and acting as decision-maker regarding any discipline which may be imposed, Board Members must act fairly and with impartiality to avoid the decision being tainted by bias or a reasonable apprehension of bias.</p> <p>Board Members must comply with the Policy on Conflict of Interest for Institute Board Members.</p>
4. Confidentiality	<p>Individuals involved in dealing with allegations dealt with under this Appendix will keep all information related to these matters confidential. This information includes the nature of the allegation(s), submissions and recommendations as well as details of discussions and questions asked in the context of the screening, investigation or decision related to discipline.</p> <p>All deliberations of the board shall be conducted in closed session unless the Board explicitly decides otherwise.</p>
5. Allegations of Misconduct or Breach of Obligations	<p>Formal allegations against the President of misconduct or breach of obligations must be submitted in writing to the Office of the General Counsel, clearly stating the specific allegation(s) including details such as date, location and witnesses of any event(s) alleged to have occurred. Allegations relating to events having occurred more than 2 years prior to the allegations being made will generally be dismissed summarily.</p> <p>The Office of the General Counsel will acknowledge receipt of the allegation(s) within three (3) working days.</p>
6. Review of Allegations by Committee and Recommendation to the Board	The Office of the General Counsel will convene a three-person committee to administer the initial steps in the process of dealing with the allegation(s) including the review of allegations as they arise and making recommendations to the Board.



	<p>The committee will be comprised of a representative of the Office of the General Counsel, a representative of the Human Resources section and one representative of the Board of Directors selected by the Office of the General Counsel from among the Chairs of the following Committees of the Board: By-Laws and Policies Committee; Executive Compensation Committee; Finance Committee; and Human Rights and Diversity Committee.</p> <p>In each case, the committee shall review and conduct the necessary initial inquiries into the allegation(s) and make its recommendations to the Board as expeditiously as possible. The committee will make one of the following recommendations to the Board: to dismiss or redirect the matter elsewhere or that a disciplinary investigation be conducted.</p> <p>In each case where the committee will proceed with a recommendation to the Board that may affect the President's interests, the committee shall inform the President of the allegations prior to making its recommendation.</p> <p>In the event that the committee is unable to arrive at a consensus on the recommendation to be made to the Board, the Office of the General Counsel shall request that a qualified external party review the allegation(s) and provide a recommendation to the Board regarding the matter.</p> <p>Where the Board decides that a disciplinary investigation is warranted, the Office of the General Counsel will cause an investigation to occur as soon as possible. The investigator's report or conclusions will be provided to the Board for consideration.</p>
7. Discipline	<p>The Board may agree or disagree with the investigator's conclusions and, if applicable, determine appropriate discipline. The Board shall make a determination that is not arbitrary, discriminatory or in bad faith.</p> <p>In any case where the Board is considering imposing a financial penalty (suspension or expulsion from office or membership), the Board shall seek external counsel prior to imposing such discipline.</p> <p>In a case where the Board determines that suspension or expulsion from office or membership is an appropriate corrective measure to be imposed, such decision shall be subject to appeal as set out below.</p> <p>If, at appeal, it is determined that suspension or expulsion from office or membership is appropriate, the Board shall immediately be informed and shall, at its next regular meeting, resolve to call a Special General Meeting for the purpose of considering the proposed suspension or expulsion from office or membership.</p> <p>If no appeal is sought, the Board shall, at its next regular meeting, resolve to call a Special General Meeting for the purpose of considering the proposed suspension or expulsion from office or membership.</p> <p>Suspension or expulsion from office or membership of a member of the Board of Directors may only occur by ordinary resolution at a Special General Meeting. Where the delegates of the Special General Meeting</p>



	defeat such a resolution, the matter shall be referred back to the Board for a re-determination of an alternate disciplinary measure to be imposed.
8. Appeals	Any discipline imposed on the President by the Board may be appealed pursuant to the Policy on Conduct.