

Policy on President and Vice-Presidents

Effective Date: January 1, 2019

Part 1 - PREAMBLE

The Institute is governed by its members at the General Meetings. Between these meetings, the elected Board of Directors (the Board) are responsible for the control of the Institute. The Executive Committee - which is composed of the President and Vice-Presidents - implements policy as directed by the By-laws and instructed by the Board.

1. Policy Objective

This policy outlines the compensation, benefits and terms and conditions of employment for the Executive Committee, as related to the Institute By-Laws, Regulations and other policies and practices. This policy also reflects the principles outlined in the Policy on Balancing Union Activity and Family Life.

2. Principles for the Executive Committee

The operating principles of the Executive Committee complement the Institute's culture and its operating policies and procedures. These include the following values:

2.1 Respect as the basis for our dealings with members, employees, colleagues and employers. This means being sensitive and responsive to the rights of individuals.

2.2 Integrity as a cornerstone of our organization. This means that the Institute and its members act with honesty and fairness based on sound moral and ethical principles.

2.3 Co-operation as the foundation for meeting the challenges of the future. This means building partnerships and working together toward common goals.

2.4 Accountability as our commitment to ensure all our values are respected. This means informing our members of our actions and being answerable to them for those actions.

3. Objectives of Compensation Philosophy for the Executive Committee

3.1 As employees of the Institute, the President and Vice-Presidents' compensation will align with the strategic direction of the Institute, level of risk tolerance, and transparency with respect to member engagement, information sharing and interests.

3.2 Compensation for the President and Vice-Presidents will include the ability to attract, develop, retain, engage and motivate Elected Officials with strong leadership competencies who can function and excel within an open, diverse interest-based environment.

4. Requirements for the President and Vice-Presidents

4.1 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 A)

4.2 The candidates for President, Full-Time Vice-President, and Part-Time Vice-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 B).

5. Authority for the President and Vice-Presidents

5.1 The Institute's Board of Directors is responsible for the direction, supervision and discipline of the President, in accordance with the Institute's Policies, Bylaws and Regulations.

5.2 The President is responsible for the direction, supervision and discipline of the Vice-Presidents, in accordance with the Institute's Policies, Bylaws and Regulations.

6. Disciplinary Process for the President and Vice-Presidents

6.1 Allegations against the President of misconduct and breach of the obligations set out in the Service Agreement, the Policies and Bylaws and Regulations of the Institute shall be dealt with by the Board of Directors. Any discipline imposed on the President by the Board may be appealed pursuant to Part G of the *Dispute Resolution and Discipline Policy*.

6.2 Allegations against the Vice-Presidents of misconduct and breach of the obligations set out in the Service Agreements, the Policies and Bylaws and Regulations of the Institute shall be dealt with by the President. Any discipline imposed on the Vice-Presidents by the President may be appealed pursuant to Part G of the *Dispute Resolution and Discipline Policy*.

7. Compensation Philosophy for the Executive Committee

7.1 Provide a compensation package that is:

- a) Competitive and comparable with other similar roles in the labour movement
- b) Works within the financial realities of the Institute
- c) Will attract, for election, experienced and qualified candidates who are focused on the well-being of the Institute

7.2 Provide a compensation package that – as a minimum – is no less than the prevailing rates of pay for candidates from the membership and which will ensure that no qualified candidate would take a wage loss in order to take on the role of President or Vice-President.

7.3 Compensate candidates for the temporary loss of career advancement opportunities and personal changes required in order to take on the role.

7.4 The terms and conditions of employment for the President and Vice-Presidents will be reviewed by the Executive Compensation Committee (ECC) on a triennial basis (on the year of the Presidential elections) and shall be approved by the Board, prior to the publication of Notice of Election in that year.

7.5 The compensation philosophy and principles for the President and Vice-Presidents is a long term policy and approach. The philosophy and principles will be reviewed by the Board once every eight years. In the event of a compelling environmental or economic concern this review can be conducted sooner.

Part 2 – TERMS AND CONDITIONS OF EMPLOYMENT FOR PRESIDENT AND VICE-PRESIDENTS

The terms and conditions, as articulated in the present Policy and in the service contracts for the President and Vice-Presidents will be reviewed by the Executive Compensation Committee on a triennial basis (on the year of the Presidential election) and shall be approved by the Board of Directors, prior to the publication of the Notice of Election in the year of a Presidential election.

1. Salary

1.1 The salary ranges for the President and Vice-Presidents 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 officials 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. Re-elected officials 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 and Vice-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 Part-Time Vice-President will receive salary replacement, at the hourly full-time Vice-President rate, for duties associated with the Vice-President role, as approved by the President. No additional compensation, such as overtime payments, would be provided. For activities not related to the role of Vice-Presidents, they will receive salary replacement, paid at their rate of pay from their substantive positions, for hours missed from their substantive position.

A ‘substantive position’ is the position from the unionized employer, represented by the Institute, where the Part-Time Vice-President is on leave in order to perform his or her duties for the Institute.

1.4 The President and Vice-Presidents are not entitled to overtime payments or other special compensation for hours worked.

1.5 An economic increase to the salary ranges for the President and Vice-Presidents 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 and Vice Presidents according to their Service Agreement and the Policies, By-Laws and Regulations of the Institute.

2.2 The President and Full-Time Vice-Presidents will receive a Personal Allowance which covers travel, parking and taxis in the headquarters area (16 km radius). The amount of the

Personal 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 are limited to a maximum of \$250. per claim and will require completed expense claims submitted on a monthly basis.

2.4 Expense accounts 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 and Full-Time Vice Presidents according to their Service Agreement and the Policies, By-Laws and Regulations 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 and Full-Time Vice-Presidents. These positions receive leave as part of their compensation package with the Institute.

3.2 Part-Time Vice Presidents are not eligible for leave with the Institute. Leave should be taken as part of their substantive positions.

The “Compensation for Meetings on a Day of Rest” (3a, 3b) provisions of the “Policy on Balancing Union Activity and Family Life” do apply to the Part-Time Vice-Presidents. These positions do not 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 and Full-Time Vice-Presidents according to their Service Agreement and the Policies, By-Laws and Regulations of the Institute.

If the FTEO 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 FTEO 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 FTEO who is on leave of absence from their substantive employer.

4.5 Part-time Vice-Presidents will not be entitled to any type of leave (including, but not limited to, annual, sick, bereavement) or compensatory leave from the Institute except as

provided in the Policy on Balancing Union Activity and Family Life. Part-Time Vice Presidents are eligible for the leave programs based on their substantive position.

5 Other Benefits

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

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

6. Credit Cards

6.1 No direct payment of credit cards will be made.

7 Travel Arrangements

7.1 Travel arrangements will be made with the approved travel agency and be paid by the Institute as per the existing Expense Policy.

7.2 All travel must be in accordance with the Institute's travel policy.

7.3 The President may travel Business Class if desired.

8 Acting President

8.1 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.

8.2 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.

8.3 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.

9 Vacancy

9.1 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.

9.2 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.

9.3 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.

10 Language Training

10.1 Intensive language training is to be offered to those members of the Executive Committee who express such a need.

10.2 All language training requests from members of the Executive Committee shall be submitted to the Board for approval.

11 Professional Dues

11.1 Professional dues for one relevant designation or association shall be paid for each President and Full-Time Vice-Presidents on an annual basis.

12 Harassment Policy

12.1 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 Vice-Presidents and Part G of the Dispute Resolution and Discipline Policy.

Part 3 – ON COMPLETION OF TERM OF OFFICE

1 Career Transition

1.1 On completion of the elected term of office, an immediate past President or Full-Time Vice 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.

1.4 Prior approval is required, and receipts must be submitted for any career transition expenses and upgrading skills training.

2 Severance

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

2.2 Part-Time Vice Presidents or members of the Executive Committee who were retired at the start of their term are not eligible for Severance payments.

3 Insurance Coverage (Liability)

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

3.2 This coverage will not include any private actions taken by an immediate past member of the Executive Committee against any individual, corporation or other legal entity.

3.3 This coverage will not include any action taken by an immediate past member of the Executive Committee against the Institute.

Part 4 – CHANGES IN TERMS AND CONDITIONS

No changes in these terms and conditions, with the exception of economic adjustments and personal allowances shall take effect between triennial reviews.