

2025 NEC RESOLUTIONS – AMENDMENTS TO THE CONSTITUTION
FOR APPROVAL BY THE MEMBERSHIP AT THE 2025 AGM
NOVEMBER 16, 2025

****Please note:** Deleted text is indicated with a ~~strikethrough~~ and new text is indicated **in red**.**

Resolution # 1 – NEC Restructuring – Amendments to Definitions, Articles 8, 10, 19, 21, 29 and 36

Rationale:

CAPE's NEC has been tied to the number of members, with one Director per 1,000 members. This has resulted in the growth of the NEC from 13 in 2004 to 30 in 2023 and possibly 35 in 2026 if no changes are made. Because of this growth, the NEC is much larger than any comparable union and larger than necessary. The large number of seats results in most positions on the NEC usually being acclaimed rather than elected, undermining democracy. A smaller and better supported NEC would be able to fulfill its duties in a more effective manner.

Having Vice-Presidents be full-time paid positions would allow for more capacity and democratic oversight over the day-to-day operations of the union and is similar to other unions which have more than one full-time elected officer managing the day-to-day affairs of the National Office.

The main substantive changes are amending Article 8 to restructure the NEC to consist of a President, two Vice-Presidents, 8 EC Directors, 2 TR Directors, 1 Parliamentary Employees Director, and amending Article 10 to make the Vice-Presidents full-time paid positions.

Aside from the substantive amendments to Article 8, changes include:

- Definitions are alphabetized and updated for clarity and consistency;
- The duties of the Vice-Presidents are expanded in Article 10;
- Proposed amendments to Elections and Terms of Office in Article 19;
- Language around elections is updated for clarity and consistency in Articles 21 and 29;

- The positions of Vice-President will be full-time paid positions in Article 36. The salary of the Vice-Presidents is the higher of their salary at the time of appointment, or the highest step of the EC-07 salary in the collective agreement. This salary structure has no steps, and the salary of the Vice-Presidents are slightly lower than the starting salary for full-time Vice-Presidents at PIPSC;
- To account for a smaller NEC, vacancies no longer require representation of a group to fall below 50% to fill a vacancy on an interim basis;
- Some minor corrections for capitalization, sentence structure, etc...

EXISTING TEXT	PROPOSED AMENDMENTS
DEFINITIONS a. "Day" - means a calendar day unless otherwise specified. b. "Member" - means all categories of membership. c. "National Capital Region" - as defined in the National Capital Act. d. "Bargaining Agent" - means Association and Association means bargaining agent. e. "Regular Member" - any member of a bargaining unit for which the Association is, or becomes, the bargaining agent and who has applied for Regular Membership in the Association. f. "Associate Member" - all former Regular Members and former employees of the Association and who have applied for Associate Membership in the Association. g. "Holding Member" - all persons for whom the Association undertakes to organize a bargaining unit and who have applied for Holding Membership in the Association. Upon certification, Holding Member shall become Regular Member in accordance with the provisions of this Constitution.	DEFINITIONS <i>Note: All definitions are reordered alphabetically with the corresponding French word in brackets.</i> "Agency" (organisme) means Separate Employer; "Associate Member" (membre affilié) all former Regular Members and former employees of the Association and who have applied for Associate Membership in the Association; "Association" (association) means the Canadian Association of Professional Employees; "Bargaining Agent" (agent négociateur) means Association and Association means bargaining agent; "Bilingual" (bilingue) refers to the official languages, English and French; "Bilingualism" (bilinguisme) refers to proficiency in both official languages, English and French;

h. "Pending Member" - all persons for whom the Association has received an application form to be a Regular Member but whose dues have not yet been remitted. i. "Director" - means a member occupying a position on the NEC, other than the President and Vice-Presidents. j. "NEC" - means the National Executive Committee of the Association. k. "EC group" - refers to the combined ES and SI bargaining units. l. "LoP" - refers to the Research Officers and Research Assistants bargaining unit at the Library of Parliament. m. "EC/LoP/OPBO" - refers to the group of bargaining units composed of the founding community made up of members of the EC bargaining unit and of the LoP bargaining unit, and since May 24, 2018, the members of the OPBO bargaining unit. n. "Agency" - means Separate Employer. o. "Management"- means the management staff, including the President. p. "Local" - an organized group of members established by the NEC in accordance with the CAPE Constitution and deriving its jurisdiction, authority and rights from Section 22 of the CAPE Constitution. Locals may be associated with a region or an organization. q. "Local Leadership"- The members of Executive Committee Locals and all Stewards. r. "Local Leadership Council"- Body composed of members of Executive Committees of Locals and all Stewards. s. "OPBO Group" - refers to the OPBO bargaining unit. t. "Bilingual" - refers to the official languages, English and French.	"Day" (jour) means a calendar day unless otherwise specified; "Director" (administrateur) means a member occupying a position on the NEC, other than the President and Vice-Presidents; "EC Group" (groupe EC) refers to the Economics and Social Science Services (EC) bargaining unit within the federal public sector, as well as RCMP civilian members with the Economics and Social Sciences (SP-ESS) classification; "Holding Member" (membre provisoire) all persons for whom the Association undertakes to organize a bargaining unit and who have applied for Holding Membership in the Association. Upon certification, Holding Member shall become Regular Member in accordance with the provisions of this Constitution; "Local" (section locale) an organized group of members established by the NEC in accordance with the CAPE Constitution and deriving its jurisdiction, authority and rights from Article 22 of this Constitution. Locals may be associated with a region or an organization; "Local Leadership" (dirigeants des sections locales) The members of Executive Committee Locals and all Stewards; "Local Leadership Council" (Conseil des dirigeants des sections locales) Body composed of members of Executive Committees of Locals and all Stewards; "Management" (direction) means the management staff of CAPE's National Office, including the President; "Member" (membres) means all categories of membership;
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u. “Bilingualism” - refers to proficiency in both official languages, English and French.

"National Capital Region" (région de la capitale nationale)
 as defined in the *National Capital Act*;

"NEC" (CEN)
 means the National Executive Committee of the Association;

"Parliamentary Employees Group" (groupe Employés parlementaires)
 refers to the Research Officers and Research Assistants bargaining unit at the Library of Parliament (LoP) and the Office of the Parliamentary Budget Officer (OPBO) bargaining unit;

"Pending Member" (membre aspirant)
 all persons for whom the Association has received an application form to be a Regular Member but whose dues have not yet been remitted;

"Regular Member" (membre titulaire)
 any member of a bargaining unit for which the Association is, or becomes, the bargaining agent and who has applied for Regular Membership in the Association;

"TR Group" (groupe TR)
 refers to the Translation (TR) bargaining unit within the federal public sector, as well as RCMP civilian members with the Interpreter/Translator (SP-TRL) classification.

EXISTING TEXT	PROPOSED AMENDMENTS
8. COMPOSITION OF THE NEC 8.1. The NEC includes voting members. 8.2. The voting members are: the President, the EC/LoP/OPBO Vice-President, the TR Vice- President and a Vice-President for any other bargaining unit of 1,000 individuals or more, and Directors. 8.3. A bargaining unit shall have a Director position for each 1,000 individuals or part thereof. 8.4. Notwithstanding clause 8.3, the number of Directors from the EC bargaining unit shall not be less than 8 and the number of Directors from the TR bargaining unit shall not be less than 2. 8.5. The number of Directors shall be revised based on the size of the bargaining unit as at the fiscal year end of the Association.	8. COMPOSITION OF THE NEC 8.1. The NEC shall consist exclusively of the following voting members: a. President b. Vice-President, TR Group c. Vice-President, EC & Parliamentary Employees Group d. Eight (8) EC Directors e. Two (2) TR Directors f. One (1) Parliamentary Employees Director 8.2. All members of the NEC are voting members. <i>Note: Articles 8.3 to 8.5 have been deleted.</i>

EXISTING TEXT	PROPOSED AMENDMENTS
10. DUTIES AND AUTHORITIES OF THE VICE-PRESIDENTS 10.1. Upon request of the NEC, perform the duties generally recognized to be within the authority of a presiding officer in the event of the President's temporary absence. 10.2. Attend meetings of the Local Leadership Council, all general meetings of the Association and the NEC including the AGM and the MBM. 10.3. Perform such other duties as may be assigned by the President or by the NEC. 10.4. Participate in the work of the Finance Committee and of other committees as requested by the NEC.	10. DUTIES AND AUTHORITIES OF THE VICE-PRESIDENTS The Vice-Presidents shall be full-time paid positions. The duties of the Vice-Presidents are to: 10.1 On request of the President or the NEC, perform the duties defined in Article 9 of the Constitution in the event of the President's temporary absence. 10.2 On request of the President, assist the President with the duties listed in Article 9 of the Constitution. 10.3 Attend meetings of the Local Leadership Council, all general meetings of the Association and the NEC including the AGM and the MBM. 10.4 Participate in and support the work of subcommittees of the NEC, with the exception of the Audit Committee and the Elections and Resolutions Committee. 10.5 Support campaigns and other initiatives initiated by the national office or the NEC. 10.6 Perform such other duties as may be assigned by the President or by the NEC.

EXISTING TEXT	PROPOSED AMENDMENTS
19. ELECTIONS AND TERMS OF OFFICE 19.1. In an election, a candidate shall only seek one position on the NEC. 19.2. The President is elected by the membership at large. 19.3. The Vice-Presidents and Directors are elected by the members in their respective bargaining units, or group of bargaining units in the case of the EC/LoP/OPBO. 19.4. All terms of office of NEC members elected in a general election are for a period of three years and commence on January 1st following their election and following the execution of a solemn declaration. Terms of office for NEC members elected in a by-election are until the next general election and commence at the next regular meeting of the NEC following the by-election and following the execution of a solemn declaration. 19.5. All members of the NEC are elected by a simple majority of votes cast. 19.6. If a Presidential or Vice-Presidential candidate is unchallenged, they shall be deemed acclaimed. 19.7. If within a bargaining unit, the number of candidates is less than or equal to the number of Directors' positions being elected, then these candidates will be deemed acclaimed. 19.8. With respect to clause 19.4, the three-year terms of office shall be selected based on the plurality of the votes cast within each bargaining unit and in cases of acclamation within a bargaining unit by a random method as supervised by the Elections and Resolutions Committee. 19.9. Candidates for the positions of President and Vice-President are prepared, in the event of their election to the position of President, to reside in the National Capital Region.	19. ELECTIONS AND TERMS OF OFFICE 19.1 In an election, a candidate shall only seek one position on the NEC. 19.2 The President is elected by the membership at large. 19.3 The Vice President, TR Group is elected by the members of the TR Group. 19.4 The Vice-President, EC & Parliamentary Employees Group is elected by the members of the EC group and Parliamentary Employees group. 19.5 The EC Directors are elected by the members of the EC group. 19.6 The TR Directors are elected by the members of the TR group. 19.7 The Parliamentary Employees Director is elected by the members of the Parliamentary Employees group. 19.8 All terms of office of NEC members elected in a general election are for a period of three years and commence on January 1st following their election and following the execution of a solemn declaration. Terms of office for NEC members elected in a by-election are until the next general election and commence at the next regular meeting of the NEC following the by-election and following the execution of a solemn declaration. 19.9 Candidates for the positions of President and Vice-President are prepared, in the event of their election, acclamation or appointment, to reside in the National Capital Region. 19.10 If a Presidential or Vice-Presidential candidate is unchallenged, they shall be deemed acclaimed. 19.11 If within a bargaining unit or group of bargaining units, the number of candidates is less than or equal to the number of Directors' positions being elected, then these candidates will be deemed acclaimed.

EXISTING TEXT	PROPOSED AMENDMENTS
21. VACANCIES ... 21.2. In the event a Vice-President assumes the duties of the President, or in the event of incapacity, resignation, removal from office or death of a Vice-President, NEC shall designate a Director from the corresponding TR or EC/LoP/OPBO group of bargaining units to assume the duties as Vice-President for the balance of the term. ... 21.4. In the event that a bargaining group's representation on the NEC falls below 50 percent, the position or positions may be filled with a Regular or Pending Member of the corresponding bargaining unit by nomination and approval of the NEC until the next scheduled by-election or general election.	21. VACANCIES ... 21.2. In the event a Vice-President assumes the duties of the President, or in the event of incapacity, resignation, removal from office or death of a Vice-President, the NEC may designate a TR Director to assume the duties as Vice-President, TR Group or a Director from the EC & Parliamentary Employees Group to assume the duties as Vice-President, EC & Parliamentary Employees Group until the next scheduled by-election or general election. ... 21.4. In the event of a vacant Director position on the NEC, the position or positions may be filled with a Regular or Pending Member of the corresponding bargaining unit by nomination and approval of the NEC until the next scheduled by-election or general election.

EXISTING TEXT	PROPOSED AMENDMENTS
29. VOTING ... 29.7. A member of the NEC shall be elected by a simple majority of the votes cast. 29.8. A member of the NEC shall only be removed from office by a two-thirds majority of the votes cast. 29.9. The amendment of the Position Statement requires a two-thirds majority of the votes cast.	29. VOTING ... 29.7 Each member may vote for one candidate for the position of President. 29.8 Each member may vote for one candidate for the position of Vice-President for their respective group(s). 29.9 Each member may vote for as many Directors as the number of Directors being elected in their bargaining unit or group of bargaining units. 29.10 The candidate or candidates who receive the largest number of votes shall be deemed elected. 29.8 29.11 A member of the NEC shall only be removed from office by a two-thirds majority of the votes cast. 29.9 29.12 The amendment of the Position Statement requires a two-thirds majority of the votes cast.

EXISTING TEXT	PROPOSED AMENDMENTS
36. PRESIDENT'S SALARY AND BENEFITS 36.1. The financial terms and conditions for the position of President shall be reviewed on a triennial basis in the year preceding a Presidential election. The review shall be conducted by the NEC. 36.2. The NEC shall establish the financial terms and conditions that will form the basis of the President's employment contract in compliance with the Constitution, notably with articles 36.6, 36.7, 36.8, 36.9, 36.10 and 36.11, and with applicable By-laws. 36.3. The financial terms and conditions shall be approved by the NEC prior to the publication of the Notice of Election/Call for Nominations in the year of a Presidential election. 36.4. The financial terms and conditions for the position of President shall be published in the Notice of Election/Call for Nominations. ... 36.7. The President is entitled to a bilingualism bonus if, at the time of appointment, he or she holds a valid CBC bilingual language profile, or a higher-level qualification as established by the Public Service Commission of Canada demonstrating their bilingualism. The annual amount of this bilingualism bonus is identical to the highest annual amount a regular member can obtain	36. PRESIDENT'S AND VICE-PRESIDENTS' SALARY AND BENEFITS 36.1. The financial terms and conditions for the position of President, Vice-President, TR Group and Vice-President, EC & Parliamentary Employees Group shall be reviewed on a triennial basis in the year preceding a Presidential election. The review shall be conducted by the NEC. 36.2. The NEC shall establish the financial terms and conditions that will form the basis of the President's and Vice-Presidents' employment contracts in compliance with the Constitution, notably with Article 36, and with applicable By-laws. 36.3. The financial terms and conditions shall be approved by the NEC prior to the publication of the Notice of Election/Call for Nominations. 36.4. The financial terms and conditions for the position of President, Vice-President, TR Group and Vice-President, EC & Parliamentary Employees Group shall be published in the Notice of Election/Call for Nominations. ... 36.7. The annual rate of remuneration for the position of Vice-Presidents are identical to the highest annual rate of remuneration that a regular member with a classification of EC-07 can earn under the EC collective agreement, or the member's salary on the date that their term commences, whichever is higher. 36.7. 36.8. The President and Vice-Presidents are entitled to a bilingualism bonus if, at the time of appointment, they hold a valid CBC bilingual language profile, or a higher-level qualification as established by the Public Service Commission of Canada demonstrating their bilingualism. The annual amount of this bilingualism bonus is identical to the highest annual amount a regular member can obtain as a bilingualism

as a bilingualism bonus under a collective agreement in force that has been negotiated by the Association. 36.8. The number of hours in a normal work week for the President is identical to the highest number of hours in a normal work week that a regular member may be required to work under a collective agreement in force that has been negotiated by the Association. Overtime is not payable. 36.9. The President's salary structure excludes any form of incentive plan. 36.10. Considering article 19.9 of the Constitution, the employment contract of the President cannot provide for a reimbursement mechanism for expenses incurred while traveling between the President's residence and the National Capital Region. 36.11. Considering article 19.9 of the Constitution, the President's employment contract may provide for the reimbursement of actual and reasonable relocation expenses that must be incurred in the event of the election of a candidate residing outside the National Capital Region. Such expenses may not include those incurred for the rental or purchase of a residence.	bonus under a collective agreement in force that has been negotiated by the Association. 36.8. 36.9. The number of hours in a normal work week for the President and Vice-Presidents are identical to the highest number of hours in a normal work week that a regular member may be required to work under a collective agreement in force that has been negotiated by the Association. Overtime is not payable. 36.9. 36.10. The President and Vice-Presidents' salary structure excludes any form of incentive plan. 36.10. 36.11. Considering Article 19.9 of the Constitution, the employment contract of the President cannot provide for a reimbursement mechanism for expenses incurred while traveling between the President's residence and the National Capital Region. This article does not apply to the employment contract of a Vice-President who is designated by the NEC to assume the duties of the President in accordance with Article 21.1 of the Constitution. 36.11. 36.12. Considering Article 19.9 of the Constitution, the President's employment contract may provide for the reimbursement of actual and reasonable relocation expenses that must be incurred in the event of the election of a candidate residing outside the National Capital Region. Such expenses may not include those incurred for the rental or purchase of a residence.
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Resolution #2 – Collective Bargaining – Amendments to Articles 9, 14 and 32

Rationale:

Along with the proposed amendments to Bylaw 7 (**please refer to the proposed By-law amendments document for proposed amendments to By-law 7**) regarding open bargaining, some changes to the Constitution were made to align both the Constitution and By-laws with open bargaining.

Article 9.2 is amended to allow the President to delegate authority to the NEC.

Article 14.2 is added, emphasizing the general principles behind CAPE’s approach to collective bargaining as one of meaningful member input, regardless of the approach to bargaining by a bargaining unit.

Article 14.3 is removed from the Constitution and replaced with new language in By-law 7, which is clearer and more specific about the timing of the vote.

Language is added to article 32, which currently refers to an SGM for collective bargaining purposes but does not specify how such a meeting would be called.

EXISTING TEXT	PROPOSED AMENDMENTS
9. PRESIDENT’S DUTIES AND AUTHORITIES The presidency shall be a full-time paid position. The President shall have the authority to: ... 9.12. Delegate authority to the Vice-Presidents, Executive Committee members, or management of the Association, as required. ...	9. PRESIDENT’S DUTIES AND AUTHORITIES The presidency shall be a full-time paid position. The President shall have the authority to: ... 9.12. Delegate authority to the Vice-Presidents, NEC, or management of the Association, as required. ...

EXISTING TEXT	PROPOSED AMENDMENTS
14. COLLECTIVE BARGAINING COMMITTEES 14.1. A Collective Bargaining Committee shall be formed for each bargaining unit represented by the Association. 14.2. The members of the Collective Bargaining Committee shall be chosen in accordance with the procedure set out in the By-Laws. 14.3. The Collective Bargaining Committee shall convene a general meeting of all members of the bargaining units concerned in order that a debate open to regular members be held. Following the meeting, the Collective Bargaining Committee recommends the demands, issues and proposals to be submitted to the regular members for a vote. The vote determines the path of negotiation and informs the demands. Following the vote, the Collective Bargaining Committee nominates a Negotiating Team from among its members. 14.4. A tentative agreement reached by the Employer and by the Negotiating Team, and accepted by the Collective Bargaining Committee, shall be submitted to the NEC for information purposes and to the members of the bargaining unit for a vote. 14.5. The Collective Bargaining Team shall sign no collective agreement until its terms have been ratified by a vote of the bargaining unit. 14.6. Upon recommendation from the appropriate Collective Bargaining Committee, the NEC may ratify Memorandums of Understanding and National Joint Council Directives on behalf of the membership. 14.7. Notwithstanding clause 14.6, the financial incentive plan for the TR group shall be approved by the TR Collective Bargaining Committee. 14.8. Except with respect to clause 14.4, the NEC may modify Article 14 when collective bargaining has been suspended in whole or in part.	14. COLLECTIVE BARGAINING COMMITTEES 14.1. A Collective Bargaining Committee (CBC) shall be formed for each bargaining unit represented by the Association. 14.2. The bargaining process shall be conducted in a manner that allows for meaningful member input into bargaining priorities, demands, issues, and proposals, and in accordance with CAPE's By-Laws. 14.2. 14.3. The members of the Collective Bargaining Committee CBC shall be chosen in accordance with the procedure set out in the CAPE By-Laws. 14.3. The Collective Bargaining Committee shall convene a general meeting of all members of the bargaining units concerned in order that a debate open to regular members be held. Following the meeting, the Collective Bargaining Committee recommends the demands, issues and proposals to be submitted to the regular members for a vote. The vote determines the path of negotiation and informs the demands. Following the vote, the Collective Bargaining Committee nominates a Negotiating Team from among its members. 14.4. A tentative agreement reached by the Employer and by CAPE's collective bargaining representatives identified in CAPE's Bylaws, shall be submitted to the NEC for information purposes and to the members of the bargaining unit for a vote. 14.5. The Collective Bargaining Team shall sign no collective agreement until its terms have been ratified by a vote of the bargaining unit. 14.5. No collective agreement shall be signed until its terms have been approved by the CBC or the Collective Bargaining Team (CBT), as determined by CAPE's By-laws, and ratified by a vote of the bargaining unit.

	14.6. Upon recommendation from the appropriate CBC or CBT, the NEC may ratify Memorandums of Understanding and National Joint Council Directives on behalf of the membership. <i>Note: Articles 14.7 and 14.8 have been deleted.</i>
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EXISTING TEXT	PROPOSED AMENDMENTS
32. SPECIAL GENERAL MEETING (SGM) ... 32.3. Notification of place, date, and time of the SGM shall be sent to all members no later than ten working days prior to the meeting. 32.4. In the case of an SGM called for collective bargaining purposes, all members in the bargaining unit shall be invited to attend. ...	32. SPECIAL GENERAL MEETING (SGM) ... 32.3. Notification of place, date, and time of the SGM shall be sent to all members no later than ten (10) working days prior to the meeting, except in the case of an SGM for collective bargaining purposes if this notice is impractical due to bargaining timelines. 32.4. An SGM for collective bargaining purposes may be called by the President upon recommendation from an applicable CBC or CBT In the case of an SGM called for collective bargaining purposes, all members in the bargaining unit shall be invited to attend. ...