

**CAPE PRESIDENT
STANDARD EMPLOYMENT CONTRACT**

(the “**Contract**” or the “**Agreement**”)

BETWEEN:

CANADIAN ASSOCIATION OF PROFESSIONAL EMPLOYEES OF CANADA

(the “**Association**” or “**CAPE**”)

AND

NAME

(the “**President**”)

(Each a “**Party**” and collectively the “**Parties**”)

WHEREAS the relationship between the Parties governed by this Agreement is contingent upon the President having been validly elected or acclaimed by the membership of the Association, remain a Regular Member of CAPE for the duration of the Agreement and holding the office of President in accordance with the applicable Constitution, Bylaws and Policies, as amended from time to time,

NOW THEREFORE, in consideration of the mutual promises and covenants set out in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. Duties, Obligations and Authorities

- (a) The President accepts the obligations, duties and authorities contained in the Constitution and By-Laws of the Association, as may be amended from time to time.
- (b) For the duration of the Agreement the President must maintain their status as a Regular Member of CAPE and their eligibility to hold the office of President in accordance with the Constitution and By-laws of the Association.
- (c) The President shall ensure that the business of the Association is conducted in accordance with the Constitution, By-laws and Policies of the Association that may be established by the membership or the National Executive Committee.

- (d) The President shall perform the tasks assigned to them in a competent fashion, to behave in a respectful manner towards all members and employees of the Association, to be loyal to the Association and to act always in the best interests of the Association in all of their dealings.
- (e) Other Duties: Pursuant to the Constitution, the President shall be the Chief Executive Officer, Chair of the National Executive Committee and may chair other Committees as designated in the Constitution and By-Laws.
- (f) The President is an ex-officio member of all Committees except when excluded by the Constitution and By-Laws. In addition, the President shall have official signing authority.

2. Terms and Conditions of Service

- (a) The terms and conditions of the President's contract with the Association are governed by the Associations' Constitution, By-laws, and any other relevant Association policies, as amended from time to time. Where there is a conflict between the Association's Constitution, By-laws or a relevant policy and this contract, the Constitution, By-laws or the relevant policy shall prevail in that order.
- (b) Pursuant to Article 19.9 of the Constitution, the President shall reside in the National Capital Region (NCR).
- (c) Pursuant to Article 36.2 of the Constitution, the National Executive Committee shall establish the financial terms and conditions that will form the basis of the President's employment contract in compliance with the Constitution and By-laws.
- (d) The financial terms and conditions shall be approved by the National Executive Committee prior to the publication of the Notice of Election/Call for Nominations in the year of a Presidential election.
- (e) No changes in these terms and conditions, with the exception of economic adjustments and personal allowances shall take effect between triennial reviews pursuant to Article 36.5 of the Constitution.

3. Salary

- (a) In accordance with Article 36.6, the annual rate of remuneration for the position of President is identical to the highest annual rate of remuneration that a regular member can obtain under a collective agreement in force that has been negotiated by the Association. For greater clarity, the President's annual salary shall be \$159,046 which is Step 5 of the EC-08 salary scale.

- (b) An economic adjustment to the salary range for the President will be reviewed by the National Executive Committee on a yearly basis or upon ratification of a new collective agreement negotiated by the Association and shall be determined by the National Executive Committee in accordance with Article 36 of the Constitution.

4. Expenses

- (a) Upon the presentation of receipts and vouchers, the Association shall reimburse the President for all expenses covered by Directives of the National Joint Council with respect to work related travel and accommodation; business luncheon and hospitality expenses within the Association's annual budget; and any other expenses incurred on behalf of the Association in accordance with Association policies.
- (b) The President shall not be reimbursed for expenses incurred while travelling between the President's residence and the National Capital Region pursuant to Article 36.10 of the Constitution.
- (c) Pursuant to Article 36.11 of the Constitution, in the event that the President resides outside the NCR when they are elected and is required to relocate to the NCR, the President will be reimbursed by the Association for the actual and reasonable relocation expenses that must be incurred. Such expenses may not include those incurred for the rental or purchase of a residence.
- (d) All other expenses must be pre-approved by both Vice-Presidents.
- (e) All expenses must also be approved by both Vice-Presidents prior to payment. Should the reimbursement of an expense be denied, the President may appeal the Vice-Presidents' decision to the Finance Committee and/or the National Executive Committee.
- (f) The Association will provide the President one of the parking passes available to the Association at 350 Albert Street, Ottawa (Constitution Square) and will absorb the full cost of the parking pass. This parking pass expense will be reported as a taxable benefit, as per CRA requirements.

5. Hours of Work

- (a) Pursuant to Article 36.8 of the Constitution, 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. For greater clarity, the President's normal work week shall

be thirty-seven and one half (37.5) hours, and the normal daily hours of work shall be seven and one half (7.5) hours.

- (b) It is understood that the President's hours of work will vary from day to day and week to week, depending upon the President's commitments.
- (c) The President acknowledges the potential occasional need for work hours in excess of thirty-seven and one half (37.5) hours to fulfill the duties contemplated in Section 1 of this Agreement. The President is not entitled to overtime payment or other special compensation for such hours worked. However, it is understood that the President may avail themselves of the Management Leave provisions under Section 9 of this Agreement.

6. Telework

- (a) The President may be required to perform work remotely from time to time, as reasonable, based on operational requirements.
- (b) The Association's Telework Policy is applicable to the President.

7. Bilingual Bonus

- (a) The President shall be required, if qualified, to use a second language.
- (b) Pursuant to Article 36.7 of the Constitution, 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 as a bilingualism bonus under a collective agreement in force that has been negotiated by the Association. For greater clarity, the President's annual bilingualism bonus shall be \$800 per annum.

8. Annual Leave

- (a) Annual leave for the President is allocated on a calendar year.
- (b) The President is entitled to six (6) weeks annual leave per annum.
- (c) Any unused annual leave may be carried over into the following year.
- (d) All annual vacation requests of five (5) days or more must be approved in advance by one of the Vice-Presidents. Such requests will not be

unreasonably denied, unless there are pressing operational demands, and such denial of annual leave must be documented in writing.

- (e) The President shall make every effort to use their annual vacation. However, any unused annual leave shall be cashed out at the end of the President's term.
- (f) The Vice-Presidents will have access to the President's leave attendance in ADP, for verification purposes only, as may be required from time to time.

9. Management Leave

- (a) In recognition of the potential for weekly work hours in excess of 37.5 hours as contemplated in Section 5 of this Agreement, the President shall be provided an additional twenty (20) days of annual leave.
- (b) All management leave requests must be approved in advance by one of the Vice-Presidents and no later than the day before it is to be taken. Such requests will not be unreasonably denied, unless there are pressing operational demands, and such a denial of management leave must be documented in writing.
- (c) Unused management leave cannot be carried over, will be lost at the end of the calendar year, and shall not be cashed out or exchanged for consideration.

10. Sick Leave

- (a) The Association will provide fifteen (15) days of sick leave per annum. Unused sick leave shall be accumulated.
- (b) If the President has insufficient or no credits to cover the granting of sick leave with pay and they have sought long-term disability benefits, the President shall be granted paid sick leave until the President's absence attains the qualification period for long-term disability benefits, subject to the approval of one of the Vice-Presidents and subject to an appeal to the National Executive Committee should the Vice-President deny the request. Such sick leave with pay shall be deducted from any sick leave credits subsequently earned.
- (c) All overdraft and advances of paid sick leave that have not been reimbursed through deductions from sick leave credits subsequently earned shall not be deducted from any monies owed the President on the termination of this Contract.
- (d) Unused sick leave shall not be cashed out or exchanged for consideration.

11. Absence from Work

- (a) The President shall give notice to the National Executive Committee for any planned or scheduled absence from work lasting five (5) days or greater at least two (2) weeks prior to the leave commencing. For unplanned or unscheduled leaves or absences from work, the President shall provide notice to the National Executive Committee as soon as reasonably practicable.

12. Statutory Holidays

- (a) The Association shall provide to the President all statutory holidays normally observed by the Association.
- (b) The following days shall be designated paid holidays:
 - (i) New Year's Day
 - (ii) Family Day (3rd Monday in February)
 - (iii) Good Friday
 - (iv) Easter Monday
 - (v) the day fixed by Proclamation of the Governor-in-Council as the Sovereign's birthday
 - (vi) Canada Day
 - (vii) first Monday in August
 - (viii) Labour Day
 - (ix) National Day for Truth and Reconciliation
 - (x) the day fixed by Proclamation of the Governor-in-Council as Thanksgiving
 - (xi) Remembrance Day
 - (xii) Christmas Day
 - (xiii) Boxing Day
 - (xiv) One additional day when proclaimed by an Act of Parliament as a national holiday.
 - (xv) All regularly scheduled working days between Boxing Day and New Year's Day.

- (c) Except for (xv), when a day designated as a paid holiday coincides with the President's "day of rest" (as defined in the CAPE-ESU(CSN) Collective Agreement), the paid holiday shall be moved to the President's first normal working day following the day of rest.

13. Family Related Leave

- (a) The Association shall provide the President with up to thirty-seven and one half (37.5) hours of family related leave per annum.
- (b) For the purposes of Family Related Leave, "family member" is defined as spouse (including common-law spouse resident with the employee), dependent children (including children of married spouse or common-law spouse), parents (including stepparents or foster parents), or any relative residing in the President's household or with whom the President permanently resides.
- (c) The Association shall grant leave with pay to the President:
 - i. of up to three and one half (3.5) hours for family member's medical or dental appointment or for an appointment with school authorities or adoption agencies.
 - ii. when circumstances involving illness in the family preclude the President from reporting for duty.
 - iii. of up to seven and one half (7.5) hours for needs directly related to the birth or adoption of a child.
 - iv. when the school or daycare center of the President's child is closed for unforeseen reasons and the President has not been able to make alternate arrangements.

The total leave with pay which may be granted under sub-clause (c) i, ii, iii, and iv above shall not exceed thirty-seven and one half (37.5) hours in a fiscal year and such leave will not be unreasonably withheld.

- (d) The Association shall grant leave with pay to the President of up three and one half (3.5) hours for a medical or dental appointment to a maximum three (3) days (22.5 hours) per annum.

14. Bereavement Leave

- (a) The President will be entitled to paid bereavement leave pursuant to the provisions of the CAPE-ESU(CSN) collective agreement.

15. Personal Leave

- (a) The Association shall provide the President up to two (2) days (15 hours) each fiscal year leave with pay for reasons of a personal nature. This leave can be taken in periods of seven decimal five (7.5) hours or three decimal seven five (3.75) hours each.
- (b) Any unused leave with pay for reasons of a personal nature cannot be carried over, will be lost at the end of the calendar year and shall not be cashed out or exchanged for consideration.

16. Selection of Benefits

- (a) The President shall choose and work with the Association to implement their selection of benefits which may include medical and dental insurance, pension plan, disability insurance, wellness allowance, transportation allowance, and health-care plan top-ups (i.e., Healthcare Spending Account), as per the CAPE-ESU(CSN) Collective Agreement.
- (b) The Association recognizes that the President may not have disability coverage in place as of the execution of this agreement. As such, subject to the President's insurability, the Association will put in place disability coverage that is substantially similar to the coverage in place for employees of the CAPE-ESU(CSN) Collective Agreement.
- (c) With the exception of the leaves, other terms, conditions or benefits expressly provided for herein, the President will be entitled to receive all of the same benefits and on the same terms as are made available to employees of the Association who are covered by the CAPE-ESU(CSN) Collective Agreement, as amended from time to time.

17. Superannuation

- (a) The Association shall pay Treasury Board's portion of contributions to the superannuation account if the President is on leave without pay from the Public Service. This payment is determined by the rate of pay the President would have received had they maintained their service with the Public Service.

18. Language Training

- (a) Subject to approval of the National Executive Committee, intensive language training will be provided to the President as needed.

19. Professional Dues

- (a) Professional dues for one relevant designation or association shall be reimbursed to the President on an annual basis.

20. Duration and Termination

- (a) This Agreement shall remain in place for the duration of the President's term, which is three (3) years, or a shorter term if they are removed from Office by the membership prior to the expiry of that three (3) year term, or if this Agreement is terminated in accordance with its provisions prior to the expiry of that three (3) year term.
- (b) This Agreement may be terminated in accordance with the applicable Constitution, By-laws, and policies of the Association and in accordance with the applicable termination and benefits continuation requirements for employees under the Ontario *Employment Standards Act, 2000* ("the ESA") as amended, and notwithstanding s. 3(5)(9) of the ESA, on provision of the following minimal statutory entitlements:

any and all of the entitlements as may be required under the ESA, including, without limitation, notice or pay in lieu thereof, and severance pay (if applicable) and all other minimum entitlements owed upon termination including continuation of all benefits during the statutory notice period as required under the ESA. These entitlements shall constitute the President's entire entitlement on termination or severance of the Contract, and it is the Parties' intention that the President, in such a case, shall have no entitlement to notice or pay in lieu of notice at common law, or the balance of the term contract, which the President acknowledges may be greater than these entitlements.

- (c) Where termination is for wilful misconduct, disobedience or wilful neglect of duty that is not trivial and has not been condoned by the Association, as defined in the ESA ("Wilful Misconduct"), no notice, pay in lieu of notice or severance of any kind shall be required, subject only to any entitlements that may be required by the ESA. In such case the President shall be provided with all entitlements earned to the date of termination.
- (d) For clarity, the expiry of the President's three-year term in office (assuming no re-election) does not constitute "termination" for the purposes of the previous clause and does not give rise to notice or pay in lieu of notice or continuation of benefits.
- (e) For further clarity, the Association shall pay severance pay of one (1) month's salary for each year the individual serves as President to a maximum of six (6) month's salary.

21. Loyalty and Conflict of Interest

- (a) The President must not, during their tenure as President of the Association, for themselves or for another person, directly or indirectly, in any capacity whatsoever, including, with limitation, as an employer, employee, principal, agent, representative, partner, independent contractor, franchiser, franchisee, distributor or consultant, carry on or be engaged in or have any financial or other interest in or have any other business involvement in any venture, activity or affair that conflicts with the interests of the Association.
- (b) The President must not, during their tenure as President of the Association, for themselves or for a family member (which includes but is not limited to spouse, partner, parent and child) have financial interest in or be a participant in any business that has or is attempting to have a contractual relationship with the Association. Should the President become aware of any potential conflict interest between their personal interests or those of their family and the interests of the Association, the President shall immediately disclose same to the National Executive Committee and shall follow its direction with respect to the matters in issue.
- (c) The President agrees to act in a manner consistent with the Association's interests at all times. The President shall disclose to the National Executive Committee when they are in a family, marital or close personal relationship with another Association employee or officer that might interfere with the President's objectivity and/or ability to act in the best interests of the Association.

22. Confidentiality

- (a) The President acknowledges that as a result of their service for the Association, they have had and will continue to have access to information relating to the business of the Association which is confidential and proprietary to the Association. The President therefore agrees that, during the term of their service under the Agreement and continuing thereafter, the President shall not, without prior written consent of the Association, intentionally disclose to any third party, any material or confidential information of the Association, except information which through no fault of the President has become publicly available.
- (b) The President shall not be obligated to keep confidential any otherwise confidential information where the disclosure of such information is required by law, provided, however, that in the event disclosure is required by law, the President shall provide the Association with prompt notice of such requirement in order to enable the Association to seek an appropriate protective order.
- (c) This Section 22 shall survive termination of this Agreement for any reason.

23. Ownership of Files and Other Property

- (a) Any file, sketch, drawing, letter, report, memo, correspondence, program, application or other document, any equipment, machinery, tool, instrument or other device, device including computer, laptop computer and cell phone, any recording medium, intellectual property, goodwill, trade secrets, software, or other tangible or intangible property which comes into the President's possession during the President's tenure with the Association, in the performance or in the course of the President's work, regardless of whether the President has participated in its preparation or design, how it may have come into the President's possession and whether or not it is an original or a copy, shall at all times remain the property of the Association and, upon the termination of the President's contract, shall not be deleted, destroyed, removed from the Association's premises or otherwise disposed of, but shall be returned to the Association or its designated representative.

24. Modification of Agreement

- (a) The written provisions of this Agreement and the Association's Constitution and By-laws shall constitute the full extent of the remuneration and other entitlements of the President, regardless of any oral agreements or understandings which may presently or hereafter exist between the Association and the President.
- (b) Any amendment to the remuneration or terms and conditions of employment of the President made pursuant to Article 36 of the Constitution and By-law 16 shall automatically be accepted and form part of this Agreement, effective for the term of office immediately following the effective date of the amendment as prescribed in the Constitution and By-laws.

25. Disputes

- (a) The Parties hereto agree to settle and resolve any dispute, controversy, question or claim arising out of or in relation to the Agreement or the relationship of the parties in accordance with the *Arbitration Act, 1991*, of Ontario.

26. Choice of Law

- (a) This Agreement and the performance hereunder shall be governed by and interpreted in accordance with the laws of the Province of Ontario, except as may otherwise be required by law.

27. Severability

- (a) If any provision of this Agreement is held illegal, invalid, or unenforceable by any competent authority, such illegality, invalidity, or unenforceability shall not in any manner effect or render illegal, invalid or unenforceable any other provision of this Agreement.

28. Successors

- (a) This Agreement shall be binding on the successors, heirs, assigns and legal representatives of the parties.

29. Entire Agreement

- (a) This Agreement together with any documents, Policies, Constitution and Bylaws referred to in this Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior agreements, understandings or arrangements (whether oral or written) in respect of the services provided by the President to the Association.

30. Legal Advice

- (a) The President acknowledges having had the opportunity to obtain independent legal advice before executing this Agreement and acknowledges that they fully understand the nature of the agreement into which they voluntarily enter.

31. Counterparts and Consideration

- (a) The Agreement may be executed in any number of counterparts, whether electronically, by facsimile or otherwise, each which shall be deemed original, and all such counterparts shall for all purposes constitute one agreement binding on the Parties hereto.
- (b) If this Agreement is signed by the parties following the President's having commenced working for the Association, the President acknowledges having received \$1 (one dollar) as full and adequate consideration for entering into this Agreement and that the parties' mutual intent is that this Agreement shall be binding.

IN WITNESS WHEREOF the Parties hereto have duly signed this Agreement on the dates and at the places hereinafter set forth.

NAME

DATE & PLACE

NAME, CAPE

DATE & PLACE

DRAFT