UNIVERSITY OF GUELPH

Compact

Between

The Professional Staff Association
(herein referred to as the “Association”)

And

The University of Guelph
(herein referred to as the “University”)
in effect: May 1, 2026 - April 30, 2029

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ARTICLE 1 – SCOPE AND PURPOSE

1.01 This Compact between the University and the Association confirms their joint agreement to cooperate with each other in the fullest sense in a spirit of mutual trust and understanding; to foster and maintain high standards of excellence in support of the University's Aims and Objectives; to provide mechanisms for the joint discussions and consultation in matters pertaining to working conditions, salary, benefits and other such related matters; and to recognize the valuable contribution of each professional/managerial staff member as essential to the support of the teaching and research processes and to the development and maintenance of a proper learning environment.

1.02 The Association clearly states that it is not a Trade Union as per the Ontario Labour Relations Act. The University clearly states that the Association is not recognized as a Trade Union and does not voluntarily recognize the Association as a Trade Union as per the Ontario Labour Relations Act.

ARTICLE 2 – DEFINITIONS

2.01 Association means the Professional Staff Association (PSA) of the University of Guelph and any representatives or officers duly elected or appointed to act on its behalf.

2.02 University means the Board of Governors or the President, Vice-President, senior administrators and any other duly appointed persons acting at any time on behalf of the University of Guelph in their administrative capacity and which shall include, but not be limited to persons employed in the Human Resources Division.

2.03 Subject to Article 3, "employee" means any professional/managerial employee who holds an individual appointment on either a full-time, contractually limited, or part-time basis; to a position which is not covered by a collective agreement or other subsisting bargaining relationship and which satisfy at least one of the following definitions:

(a) The position has full managerial/supervisory responsibility;

(b) The position is responsible for the planning, execution, conduct and evaluation of programs and meets the following criteria:

- requires analytical, interpretative, evaluative and constructive thinking
- requires a grasp of theoretical principles or involved practices at least equivalent to an undergraduate degree. The knowledge and skill may be exercised consultatively as a specialist or in a managerial capacity in directing the work of others.

(c) The position undertakes work which is predominantly non-routine and requires discretion and judgement based on the application of a comprehensive body of knowledge such as education, engineering, medicine, psychology. Such positions may also require an incumbent to be a member of the appropriate profession.

(d) The position performs consultative or specialist role in fields such as general administration, human resources, law, purchasing, computing science, accounting or public relations.

(e) The position was formerly represented by the "Exempt Group" including but not limited to all employees who utilize confidential information that could be viewed as a conflict of interest with respect to human resources and/or labour relations issues. Such positions include:

i) The Office of the President, Vice-Presidents and those employed within the Presidential Suite;

ii) The Office of the University Secretariat;

iii) The Office of University Legal Counsel;

iv) The University's Human Resources Division;

v) Electronic Access;

vi) Executive and Administrative Assistants to the Assistant Vice President (Finance), Executive Director Budget, Assistant Vice-President (Communications and Public Affairs), Associate Vice-President (Student Affairs), Director, Campus Safety Office; and

vii) All employees who are employed in positions outside of the Human Resources Division in a confidential capacity in matters relating to Human Resources and/or Labour Relations.

ARTICLE 3 – ASSOCIATION RECOGNITION AND REPRESENTATION

3.01 The University recognizes the Association as the representative for all regular full-time (RFT), contractually limited, and part-time professional/managerial staff, save and except the following:

(a) persons who are members of the Executive Group; and

(b) persons covered by collective agreements or subsisting bargaining relationships between the employer and other trade unions or associations;

3.02 The University and the Association mutually agree that in matters related to the administration of salaries, benefits and compensation policies the following persons are excluded from participating in salary, benefits and compensation policies discussions on behalf of the Association:

(a) persons employed in positions that report directly to the President, Vice-Presidents or Associate Vice-Presidents;

(b) persons employed in positions within the Office of the President, Offices of the Vice-President and Associate Vice-Presidents;

(c) persons employed in positions within the Human Resources Division and all employees who are employed in positions outside of the Human Resources Division in a confidential capacity in matters relating to Human Resources and/or Labour Relations as per 2.03 (e)(vii);

(d) persons employed as managers within the Financial Services Division.

3.03 The Association and the University agree that the above inclusions and exclusions are specifically developed only for this particular Compact.

3.04 **For all employees hired before May 1, 2024:**

Notwithstanding the above, professional/managerial employees are not obliged to become members of the Association. The University agrees to deduct from the pay of each employee who voluntarily agrees in writing to become a member of the Association, such members' dues as are established by the Association. Within the first week of each month, the University will send to the Association, a list of all persons from whose salaries deductions of the Association's dues were made during the preceding month and the amount deducted from each member and the total deposited. The University will also provide the Association with a list of all professional/managerial staff on a quarterly basis.

For all employees hired on or after May 1, 2024:

Notwithstanding the above, professional/managerial employees are not obliged to become members of the Association. The University agrees to deduct from the pay of each employee who does not decline in writing to become a member of the Association, such members' dues as are established by the Association. Within the first week of each month, the University will send to the Association, a list of all persons from whose salaries deductions of the Association's dues were made during the preceding month and the amount deducted from each member and the total deposited. The University will also provide the Association with a list of all professional/managerial staff on a quarterly basis.

3.05 Subject to the provisions of this Compact, the University reserves the right to determine specific professional/managerial employees' terms and conditions of employment.

3.06 The Association may provide representation, but not to the exclusion of other professional/managerial staff, and the University will also actively seek participation of professional/managerial staff on standing and ad hoc committees where such committees are established to review changes or to formulate University policies affecting the working conditions or working environment of the professional/managerial staff. The University will appoint representatives following such consultation.

3.07 The University recognizes the competence and experience of its professional/managerial employees and that they are committed and dedicated beyond the letter of the individual job description and that they are essential to the University community.

3.08 The Association recognizes the University's need to manage its human resources for the betterment of the institution and is committed to working closely with the administration to achieve its goals and objectives.

3.09 In recognition of the value and commitment of employees, the University agrees to make every effort to retain and train employees on an ongoing basis, including the provision of professional development opportunities, to ensure required skills and competencies are maintained.

3.10 The University recognizes the right of the Association to appoint a Chief Representative and two (2) Assistant Chief Representatives to service dispute/problem resolution.

3.11 For the purpose of annual salary and benefit discussions, the University will recognize no more than four (4) representatives of the Association.

3.12 The University agrees to provide the PSA Executive, for the term of the Compact, with one hundred fifty percent (150%) release time (1.5 FTE), renewable on May 1 of each year of the Compact. This release time will be allocated at the discretion of the PSA Executive, provided that no individual shall be allocated more than eight-tenths (0.8 FTE) of such release time at any one time. The PSA Executive will notify Staff Relations in advance of the use of this release time such that affected Departments will be notified.

3.13 Any decision by a unit/department to eliminate the position occupied by the Chair or Vice-Chair of the Association will be first subject to approval of the Associate Vice-President, Human Resources, or their designate, and the Vice-President, Finance & Operations. In such circumstances, the University will work with the Association in an attempt to minimize any negative impacts that may arise from this decision.

3.14 The University shall notify the Chair and Vice-Chair of the Association as soon as reasonably possible of any matter involving a member that may reasonably affect that member's employment, status, rights, or interests under this Compact, including but not limited to investigations, disciplinary meetings, suspensions, and terminations. Such

notice shall be sufficient to permit the Association to provide timely representation and support, subject to any applicable legal confidentiality requirements.

ARTICLE 4 – UNIVERSITY RESPONSIBILITIES/MANAGEMENT RIGHTS

4.01 The Association recognizes that management has certain inherent rights and common law management functions and prerogatives which are retained and vested exclusively in the University unless the University has expressly modified or restricted these rights by a specific provision of the Compact.

4.02 The University reserves the right to assign duties and responsibilities to each of its professional/managerial employees.

4.03 The University agrees that it will exercise these functions in a manner consistent with the provisions of this Compact.

ARTICLE 5 – PROFESSIONAL RIGHTS AND RESPONSIBILITIES

5.01 Employees have a right and responsibility to participate in the affairs of the University; to help shape the environment of the University, and to support the University's objectives through the contribution of professional and managerial expertise.

5.02 Employees have the right to be informed and consulted on matters that affect their job responsibilities, to address matters affecting the quality of the work environment, and to engage in scholarly activity deemed appropriate to their working unit.

5.03 The University aims to create an environment of trust and respect and believes that the right of individuals to advance their independent views openly, in the appropriate forum, must be upheld throughout the University.

5.04 The University and the Association agree that the realization of these aims as stated in Article 5.03 requires respect for and adherence to the following fundamental principles:

(a) Employees who have knowledge of a specific matter that is contrary to:

i) the fundamental principle of the University; or

ii) legislative laws or regulations, University established or recognized policies, procedures or practices; or

iii) their professional rules of conduct; or

iv) good and reasonable common professional/managerial sense; have a responsibility to bring the matter to the attention of their immediate supervisor.

(b) All employees are expected to act in a constructive manner consistent with their professional and managerial responsibilities.

(c) Employees must recognize that they have access to privileged information and are representatives/agents of the University.

(d) Employees will act, in all their dealings in the University, with propriety and employees will appropriately respect confidences.

(e) Members of the Association Executive and/or Problem Resolution Committee who, in the course of providing guidance to an employee, gain knowledge of a specific matter contrary to the points listed in 5.04(a), are not required to bring the matter to the attention of their immediate supervisor or the University.

5.05 Further, no supervisor has the right to:

(a) discriminate; or

(b) harass; or

(c) intimidate; or

(d) coerce an employee; or

(e) take any disciplinary action up to and including termination except for cause; in regards to any matter to do with any employee's employment when that employee, acting in good faith and in exercising their responsibility as outlined in Article 5.04 (a), chooses to address a concern with their supervisor on a topic related to their area of professional/managerial responsibility.

5.06 Employees should normally first discuss a specific matter with their immediate supervisor. (Exceptions to this provision should only occur when that employee, in good faith, has reason to believe, due to the specific nature of the matter, that the immediate supervisor is not the appropriate individual for action in this matter. In these circumstances, the employee should address their concerns to the appropriate responsible University management employee). An employee who has been unsuccessful in having their concerns appropriately dealt with may request, from their supervisor, a meeting with their supervisor's supervisor. Such request will not be unreasonably denied. Failing resolution at that meeting, the employee may write to the appropriate Vice-President (or President in the specific case where the employee's supervisor's supervisor is a Vice-President) about their concerns with copies to their supervisor and their supervisor's

supervisor. (It is expressly understood that an employee's complaint/disagreement about a specific personal employment related matter should be properly dealt with via Article 9 Problem Resolution).

5.07 It is mutually agreed that all employees and the University are expected to comply with Federal and Provincial legislation and any other such legislation, regulation or procedures and act in accordance with established or recognized University policies, procedures or practices.

ARTICLE 6 – PERFORMANCE ASSESSMENT AND DEVELOPMENT

6.01 The University is committed to a performance assessment and development process that translates organizational goals into individual, team and departmental goals; relies on consensus and cooperation; creates a shared understanding of what is required and how it will be achieved; requires an open management style and two-way communication; encourages self-management; requires continuous feedback, and calls for leaders/managers to provide direction and support.

6.02 The Parties recommend that the University's Human Resources G.O.A.L. (Generating Ongoing Achievement and Learning program) be used to guide departments in their performance planning, assessment and development process.

6.03 Any disagreement regarding an outcome from the performance assessment and development process should be resolved in a timely manner, not generally to exceed one (1) month.

6.04 If an employee and their immediate supervisor cannot agree on the content and rating of the performance assessment, the employee may appeal the supervisor's assessment to the supervisor's supervisor (or designate) within ten (10) days of receiving the outcome of 6.03. This appeal will be completed no later than two (2) weeks after receiving the appeal. In situations where this timeline is not possible (e.g., one Party is not available), the timeline can be mutually extended by a reasonable period to accommodate the circumstances.

ARTICLE 7 – CONTRACTUALLY LIMITED (TEMPORARY) FULL-TIME EMPLOYMENT

7.01 When possible, contractually limited full-time employees will be hired for the full term of their specific project or assignment, with the terms of employment outlined in writing at the beginning of the assignment. The terms will include assignment start and end dates,

notice provisions, annual salary adjustments or process for adjustments, brief descriptions of duties and responsibilities, reporting relationship and benefits eligibility.

7.02 For Employees hired before February 15, 2024, a single full-time contractually limited assignment will not normally exceed five (5) years. For Employees hired on or after February 15, 2024, a single full-time contractually limited assignment will not normally exceed four (4) years.

7.03 Salary adjustments for contractually limited (temporary) full-time assignments will be outlined in the original appointment letter in consultation with Human Resources. Those salary adjustments shall be no less than those adjustments negotiated between the University and the Professional Staff Association with any further adjustments based on an assessment of performance during the contractual term.

7.04 Contractually limited full-time positions held by the same contractually limited full-time employee for more than the number of years prescribed by Article 7.02 above, will be considered for conversion to regular full-time status, subject to the department's operational requirements. A decision not to convert should be based on demonstrable operational or funding considerations and will be provided in writing to the employee, including the rationale, prior to expiry of the incumbent's contract. For the purposes of this Article, an Employee holding a temporary contract spanning or renewed over multiple years, but only being required to work for eight (8) or more months in each year of the contract, will be determined to have been employed for the entirety of each year.

7.05 Should the contractually limited full-time position be approved as regular full-time, the incumbent employee will be offered regular full-time employment status in that position.

7.06 Upon request by the PSA, the University will provide a report, on an annual basis, by department, of all active contractually limited full-time positions, listing the incumbent's name and the years of service in that assignment.

ARTICLE 8 – TERMINATION, PROFESSIONAL & MANAGERIAL STAFF

8.01 An employee wishing to resign from the University should give at least four (4) weeks' notice to their immediate supervisor. The University will calculate and pay the earned but unused vacation credits to the last day of employment.

8.02 A college or department proposing to terminate an employee for cause must discuss this with Human Resources before taking any action.

8.03 The University will notify the Chair of the Association, or their designate, of any termination of a dues paying member, as soon as is reasonably possible prior to the

termination meeting, in order to allow it to respond appropriately to the member in the event they initiate contact with its office.

8.04 A terminated member may elect to share details of the termination offer with the Chair of the Association or their designate. The sharing of this information will not constitute a breach of confidentiality.

8.05 The Chair of the Association, or their designate, agrees that it will keep any information provided by the University or the terminated member strictly confidential.

8.06 Notwithstanding the terms of this Compact, there is nothing to prevent an employee from negotiating their own termination agreement with the University.

ARTICLE 9 – PROBLEM RESOLUTION

9.01 It is the policy of the University to resolve employee or group (i.e. three (3) or more employees within the same department) problems, concerns or disagreements quickly and fairly. A group problem or concern will be treated according to the same process as individual concerns and will commence at Step One. An individual/group problem or concern is an initiated concern by an employee or group of employees arising from the interpretation of, application or alleged violation of this Compact or an established or recognized policy, procedure or practice by the University. The purpose of this problem solving procedure is to provide an orderly and standard administrative process by which employees may seek resolution of differences that may arise concerning their terms and conditions of employment or other work related matters.

9.02 It is agreed that any employee(s) who chooses to undertake any legal action, in reference to their concern, will not also have access to this Problem Resolution Process. Further, any employee(s) who initially access this Problem Resolution Process and then subsequently undertakes legal action will no longer have continued access to this Problem Resolution Process. Human Rights Complaints should be made through the Office of Diversity and Human Rights in accordance with the University's Human Rights Policy. Workplace Harassment complaints should be made to the Director, Human Resources (Staff Relations) in accordance with the University's Workplace Harassment Policy and Workplace Violence complaints should be made to Campus Safety Office in accordance with the University's Violence in the Workplace Policy.

9.03 A problem/complaint will normally lapse if the concern is not initiated or pursued within the specified time limits. Exceptions will be discussed between the PSA and the University. If the University fails to respond within the time limits specified under any step in the procedures below, the employee may move to the next step. Notwithstanding the

foregoing, time limits in the procedure may be extended by mutual consent of the employee and the University, at the appropriate steps that follow, provided that neither the employee nor the University's position has been substantially prejudiced by the delay. Wherever an official is specified in this procedure, a designate may be appointed to act.

9.04 The University will agree, with the employee's agreement, to provide the Association with a copy of the Formal Concern and acknowledges that employee(s) may be accompanied at the Step One or Step Two meeting, if the employee(s) so chooses, by the Chief representative, or designate, who is a member of this Association.

9.05 **Verbal Resolution**

An employee who has a work related problem should first discuss the problem with their immediate supervisor as soon as possible after the circumstances causing the problem have arisen or come to the attention of the employee. The immediate supervisor will respond in writing with their decision within seven (7) business days of the discussion. If the supervisor and the employee are unable to resolve the problem, the employee may proceed as follows:

9.06 **Formal Concern**

Step One

Within ten (10) business days of receiving the supervisor's decision, the employee may submit the problem, in writing, to their supervisor's supervisor, who will convene a meeting with the employee and the supervisor. A Human Resources representative may be present at such meeting at the request of either Party to assist in resolving the dispute. Such meeting shall take place within ten (10) business days of receipt of the concern. The supervisor's supervisor will then reply, in writing, within ten (10) business days of such meeting. If the reply of the supervisor's supervisor does not resolve the matter, the employee may then:

Step Two

Within ten (10) business days of the above decision, submit the formal concern, in writing, to the Associate Vice-President Human Resources, or their designate, who will call a meeting to review the concern. The employee shall clearly indicate:

(a) the nature of the concern,

(b) the paragraph or paragraphs of this Compact allegedly violated or an established or recognized policy, procedure or practice of the University allegedly violated or the alleged occurrence said to have caused the concern,

(c) what steps have already been taken in search of remedy,

(d) and a clear statement of the remedy sought.

The Associate Vice-President Human Resources, or their designate, will issue their response to the concern in writing to the employee, copied to the PSA within fifteen (15) business days following the meeting. Any extension to the timelines will be by joint agreement between the PSA and/or employee and the University.

9.07 **Arbitration**

If the response at Step 2 of the formal concern is not accepted by the employee they may notify the Associate Vice-President Human Resources, or their designate, within twenty (20) business days after receiving the written response that they intend to proceed to Arbitration. The notice of intention to proceed to Arbitration shall contain the details of the formal concern, a precise statement of alleged violation and the remedy sought by the Party from the Arbitrator.

The Parties will mutually select an Arbitrator within ten (10) business days after receiving notice of Arbitration, from a list of active Arbitrators agreed to by the Parties.

The University will pay for the cost of the Arbitrator and their expenses. The University and the employee are responsible for the cost of their own legal and/or other expenses associated with the Arbitration process.

The Arbitrator will hear and determine the complaint as filed and their decision will be final and binding on the employee and the University.

The Arbitrator will not make any decision that is inconsistent with the provisions of the Compact or Human Resources Policy or deal with any matter that is not covered by the Compact or Human Resources Policy. Further, the Arbitrator will not alter, modify or amend any part of the Compact or Human Resources Policy.

The time limits referred to in the Arbitration procedure may be extended by written mutual consent of the Parties.

9.08 **Policy Concern**

Where a dispute between the Association and the University involving a matter of general policy occurs, the difference between the Parties shall be put in writing, signed by the Chair of the Association, or their designate, citing the alleged violations and the particulars of the situation giving rise to the problem and forward it to the Associate-Vice President Human Resources or their designate. The Associate Vice-President Human Resources, or their designate, will meet with the Association representatives to discuss the matter. The Director, Human Resources (Staff Relations), or their designate, may be present at such meeting at the request of either Party to assist in resolving the dispute. Failing resolution of the dispute, the Association may forward the matter to Arbitration

and the process outlined in 9.07 will be followed except for Arbitration expenses which will be equally shared by the University and the PSA. The Parties are responsible for the cost of their own legal and/or other expenses associated with the Arbitration process.

9.09 **Personal Discussions**

Nothing herein shall be deemed to preclude an employee from discussing problems, personal or job related, with supervisors, ~~or~~ members of Human Resources, members of the Association Executive, or members of the Association Problem Resolution Committee, as appropriate.

ARTICLE 10 – UNIVERSITY/PSA JOINT COMMITTEE

10.01 **Joint Liaison Committee**

a) To maintain an open, collegial dialogue on all issues related to the terms and conditions of employment for P&M employees, a joint University/PSA committee shall be formed to discuss matters of mutual interest.

b) The Joint Committee shall consist of four (4) members, two (2) representatives from the University and two (2) from the PSA.

c) The Committee shall meet on a monthly basis and both Parties shall propose agenda topics. Action items resulting from the meeting shall be documented by memo or email and sent to the Committee members within three (3) days of the meeting.

d) The Joint Committee may establish joint ad hoc working groups from time to time to address topics of mutual interest or exceptional circumstances not contemplated by the language. Any recommendations from an ad hoc working group must be presented to the Joint Liaison Committee for consideration, discussion, and approval.

e) The decisions made and implemented by the Joint Committee between formal negotiations will be tracked and subsequently reviewed and/or presented for inclusion within the next successive formal negotiation process.

10.02 **Leadership and Professional Development**

The University recognizes the benefit of a joint effort in facilitating the gathering and sharing of information on the leadership and professional development of professional and managerial employees. The University and the PSA have a shared interest in identifying and promoting professional development opportunities for professional and managerial employees and commit to working cooperatively together in the enhancement of those program offerings.

ARTICLE 11 – MEMBERSHIP FEES

11.01 If a Department Head makes it a condition of employment that an employee join or maintain membership in a professional association or society, the College or Department will pay the annual membership fees of the association or society. The University will not pay initiation fees.

11.02 The University will not pay fees if it only requires that an employee be eligible for membership in a professional association or society. The University will not pay fees if an employee opts to belong to such an association or society of their own volition.

11.03 In certain instances, the University or College or Department may wish to obtain an association or society membership to further University interests. Such memberships should be in the name of the University or College or Department, unless the association requires the name of an individual. The President on behalf of the University, or a Dean or Director on behalf of a College or Department, should approve such memberships.

ARTICLE 12 – FLEXIBLE SPENDING ACCOUNT

12.01 The University will provide Flexible Spending Credits (Flex Credits) to all active eligible regular full-time (RFT) and temporary full-time (TFT) hired for greater than twelve (12) months (TFT) professional and managerial (P&M) employees. Each eligible employee will be provided with Flex Credits of one thousand seven hundred dollars ($1,700) on January 1st of each year of the current Compact.

12.02 Eligible employees elect to allocate their Flex Credits into one (1) or more of the following three (3) accounts:

a) Professional Development Reimbursement (PDR)

Professional Development Reimbursement (PDR) can be used by employees for professional expenses including: conference registration fees and travel costs; tuition or fees for professional training or development courses; professional membership fees, journal or periodical subscriptions; books; equipment; or software that can be directly attributed to and/or assist in an employee's professional development in their capacity as a University of Guelph employee.

b) Health Care Spending Account (HCSA)

The Health Care Spending Account (HCSA) can be used to pay for employee and/or eligible spouse's/dependents' qualifying medical and dental expenses under the Income Tax Act (Canada), incurred after the deposit date, that are not covered or are only partially covered by the University's group benefits plan.

c) Taxable Wellness Spending Account (TWSA)

Supports health and wellness for employees only (i.e. spouses/dependents are not eligible). This account can be used to pay for items including, but not limited to: fitness club membership fees, fitness or sporting equipment, personal training sessions, nutritional counselling, weight loss programs, smoking cessation programs, legal and/or financial advice. Wellness spending account reimbursements are taxable benefits and will be reported on annual T4 statements of the employee.

12.03 **Allocation of Flex Credits**

a) All allocations of Flex Credits must be made in fifty-dollar ($50) increments.
b) This election must be made by November 30th of the year prior to the calendar year in which the credits will be allocated to the various accounts. Only one election may be made in any year.
c) The election as to the allocation of Flex Credits rests exclusively with the employee and once made is irrevocable.
d) Where an employee fails to make an election for the Flex Credits, as a default, fifty per cent (50%) of the employee's Flex Credits will automatically be credited to the PDR account, and fifty per cent (50%) will be automatically credited to the employee's HCSA with no allocation to the Taxable Wellness Spending Account.

12.04 **Eligibility**

Participation in the Flex Credit arrangement is restricted to active RFT and active and eligible TFT P&M employees employed as at January 1st meeting the criteria as set out below:

a) In order to be eligible to participate, a TFT employee must be employed on a contract greater than twelve (12) months or have been continuously employed full-time with the University for twelve (12) months or more as at January 1st.
b) For the purpose of this agreement, active RFT and TFT employees shall include those employees on any statutory protected leave (i.e. maternity or parental leave, family medical leave, etc.), short term disability, long term disability, drawing WSIB benefits, on vacation, or an otherwise approved paid leave of absence. Individuals on long-term disability on the effective date of the program will not be eligible to participate in the program until such time as they return to active employment.
c) An active employee does not include an RFT or TFT employee on a leave of absence without pay for a period of thirty (30) calendar days or more, or an individual on a salary continuance arrangement as at the January 1st date.
d) Retirees are not eligible to participate in this Flex Credit arrangement.

e) Newly hired RFT and TFT employees shall have access to one hundred per cent (100%) of Flex Credits for the calendar year, provided their employment commences on or before July 1st of the same calendar year.

f) All RFT and TFT employees whose employment commences after July 1st, with the exception of those hired after November 30th, as detailed below, will see their Flex Credits prorated by fifty per cent (50%) for the balance of that calendar year.

g) Those employees hired after November 30th will not be eligible to participate in the Flex Spending Program until the following calendar year.

h) All employees hired during a calendar year and who are eligible to receive Flex Credits will be required to direct the allocation of their Flex Credits to HCSA, PDR or TWSA within thirty (30) days of the commencement of their employment, failing which the default allocation shall apply.

12.05 **Account Balance Carry Forward Provisions**

a) The same carry forward provisions will apply to all three (3) accounts.

b) Unused account balances can be carried forward and combined with new Flex Credit allocations for the following calendar year.

c) At the end of the second calendar year, any balances remaining from the previous year will be forfeited. (i.e. spending in any one (1) year must exceed funds carry forward from the year immediately preceding).

d) Carry forward balances must remain in the original accounts (i.e. no inter account transfers are permitted once the allocation election has been made).

12.06 **Payment of Claims**

a) The claim year is January 1st to December 31st.

b) HCSA and TWSA: Employees can submit claims at any time throughout the year, however, all claims must be received by the carrier no later than March 31st of the following year. Employees retiring or terminating must have all claims incurred prior to their termination or retirement date submitted within thirty (30) calendar days of their last day of employment.

c) PDR: Annual PDR expenses claimed must be incurred and paid by the employee by December 31st of each calendar year. Employees can submit authorized claims, in accordance with University policies, at any time during the calendar year. The University's Financial Services (Payment Services) will issue instructions regarding claim submission deadlines for each calendar year. Employees retiring or resigning must have all PDR claims submitted prior to their last day of employment.

ARTICLE 13 – CAREER COACHING

13.01 A professional and managerial employee may arrange for a confidential career coaching appointment with a member of Learning and Development (Human Resources) to discuss career options. Discussion about the qualification required for various positions and professional development plans may also be pursued at this meeting.

ARTICLE 14 – SECONDMENTS

14.01 The University and the Professional Staff Association are committed to the career development of professional managerial staff, including providing opportunities for experiences in different units or departments. A secondment is an arrangement whereby an employee temporarily changes positions within the University for a defined period of time, through either the job competition process or internal transfer.

14.02 An employee wishing to participate in a secondment will request approval to participate in a secondment prior to accepting an offer of appointment. In assessing the request, the immediate supervisor will consider the benefits of the secondment for the employee, the home department, and the University along with the operational requirements of the department which must be met. Any requests to participate in a secondment will not be unreasonably denied.

14.03 The terms of a secondment must be documented in writing by way of an offer letter which will form an agreement between the employee, their home and the host department. Either Party to the agreement may end a secondment by serving the notice required under the terms of that letter.

14.04 During the term of the secondment, the employee will maintain all rights and entitlements of a regular full-time professional and managerial staff member.

14.05 Upon completion of the secondment, the employee shall return to their home position. The annual salary of an employee on a secondment will be adjusted in accordance with the terms of the Compact, such that they will not be disadvantaged upon their return to their home position.

14.06 Nothing in this Article will limit the University's ability to alter or modify the duties of an employee's position. Any changes will be administered in accordance with the terms of the Compact and/or applicable Human Resources Policy and the professional and managerial job evaluation system.

14.07 In the event that the employee's home position is eliminated during the term of the secondment, the employee will be notified and the University will meet with the employee to discuss the impact of this decision. Wherever practical, the employee will be notified of the decision and the impact prior to the completion of the secondment.

14.08 It is understood that nothing in this Article will limit the University's ability to assign special projects or duties to an employee for the purposes of meeting operational priorities or providing development opportunities, and that such assignments do not amount to a secondment for the purposes of this Article.

ARTICLE 15 – VACATION LEAVE

15.01 Effective January 1, 2024, the vacation schedule will be as follows:

- 22 days per year (accrual of 1.83 days per month) from start date
- 23 days per year (accrual of 1.92 days per month) in the year the employee completes 8 years of service
- 24 days per year (accrual of 2.00 days per month) in the year the employee completes 12 years of service
- 26 days per year (accrual of 2.17 days per month) in the year the employee completes 16 years of service
- 30 days per year (accrual of 2.50 days per month) in the year the employee completes 25 years of service

15.02 On January 1st of each year employees accumulate vacation credits based on how many years of service they will complete that year.

15.03 If an employee terminates, the University will deduct from the final pay any amount previously paid for used but unearned credits.

15.04 After one (1) month of unpaid status, vacation credits cease to accrue. However, vacation credits continue to accrue during maternity, adoption, and parental leaves, during the first twenty-six (26) weeks on Long Term Disability (LTD), and during the first six (6) months on Workplace Safety and Insurance Board (WSIB) benefits.

15.05 Ontario legislation requires that all employees take at least two (2) weeks or three (3) weeks vacation per year depending on their length of service. Employees with less than five (5) years of service must use at least ten (10) days of their vacation credits during the year in which it was earned. Employees with five (5) or more years of service must use at least fifteen (15) days of vacation in the calendar year in which it was earned.

15.06 With advance written approval of the Department Head, an employee may carryover a maximum of thirty (30) days of unused vacation to the following year. An employee should take carryover vacation within ten (10) months of the start of the year. In circumstances where an employee has accumulated in excess of thirty (30) days and is unable to schedule the vacation, Staff Relations will work with the employee and their supervisor, to develop a mutually agreeable plan to schedule and utilize that excess carryover. (Where necessary, this plan may incorporate up to three (3) calendar years to eliminate the excess accumulated vacation.)

15.07 An employee may submit a request to their Department Head for the pay-out of all or a portion of any accrued and unused vacation being carried forward into the following year. The approval or denial of such requests shall be determined by the Department Head in consultation with the designated Human Resources representative, and will be at the sole discretion of the University. Denials to any such requests shall not be subject to the Problem Resolution procedures prescribed in Article 9 of this Compact.

15.08 If an employee has certifiable illness or injury during a vacation period, they may request to utilize existing sick leave provisions for the period of the illness or injury and have their corresponding vacation credits reinstated. An employee making such request, will be required to provide the applicable request form as prescribed by Health, Safety and Wellness, as well as supporting medical substantiation of the illness or injury to Health, Safety and Wellness at the time of the illness or injury, or as soon as is reasonably possible thereafter. It is expressly understood that the reinstatement of vacation credit(s) will not occur in the case of a minor ailment or common healthcare conditions, but rather only in cases of a serious medical event, as set out in the applicable request form. Health, Safety and Wellness will advise the employee's immediate supervisor if the medical information provided supports a conversion of vacation to sick leave for the period of illness or injury. The immediate supervisor will render a decision if reinstatement is appropriate. Vacation reimbursed through this article may be scheduled at a later period, in accordance with Article 15.09. Any dispute arising from this Article, if not resolved may be addressed through Article 9 – Problem Resolution.

15.09 In scheduling vacations, the University will consider the wishes of employees, but reserves the right to schedule vacations in accord with operating requirements.

ARTICLE 16 – COMPENSATION

16.01 GUIDING PRINCIPLES

The salary policy of the Professional/Managerial Group, (P&M), is designed to:

(a) Ensure that members' salaries reflect individual performance and contribution to the life of the University;

(b) Contribute to the development of members to their full professional potential and facilitate their maximum contribution to the organization;

(c) Maintain salaries that reflect job requirements;

(d) Be sensitive to market conditions; and

(e) Address salary inequities that may occur over time.

16.02 **JOB EVALUATION**

(a) The purpose of job evaluation is to determine the relative value of jobs within the University and to ensure that they are properly and consistently evaluated in relation to one another. Jobs are measured using identifiable factors that are present in all jobs.

(b) The value of jobs will be determined by Human Resources using the agreed upon gender neutral comparison system, (Aiken Plan). All evaluation results will be reviewed and finalized by a Job Evaluation Steering Committee prior to employees being informed of the results. Tentative evaluations will continue to be applied by Human Resources to support the recruitment process. Twelve (12) months after an employee is hired into a regular full-time role with a tentative evaluation, the employee and their Manager shall review the Job Fact Sheet, update it if warranted, and submit it to Human Resources for review and finalization through the Job Evaluation process.

(c) The Job Evaluation Steering Committee will be comprised of six (6) representatives appointed by both the University and the Association, with equal representation by each, as facilitated by a non-voting representative from Human Resources with expertise in job evaluation and application of the P&M tool. Committee members will be trained and will be competent in applying the University's job evaluation tool.

(d) The evaluation of any position may be appealed to the Job Evaluation Steering Committee through a written request for reconsideration. The request for reconsideration may be initiated by either the supervisor or the incumbent in the position within fifteen (15) days upon receiving the results. Supervisors must sign requests for reconsideration. All results of the request for reconsideration are final and binding.

(e) The job fact sheet is a written summary of the responsibilities and requirements of a given position. It provides management and employees with an essential tool for defining the requirements of the job. The job fact sheet is the source document for job evaluation purposes.

(f) All employees must have signed copies of their job fact sheets that will be provided by their supervisors.

(g) Job fact sheets should be reviewed and updated every five (5) years or whenever there is a significant change in the job. An employee may submit a request in writing to their Manager for a review of their applicable job fact sheet. With mutual agreement between the employee and their Manager, such requests will be submitted to Human Resources for evaluation. Upon completion of a job fact sheet evaluation, the Association shall be provided a copy of the final job fact sheet.

(h) Upon written request, Human Resources will provide training to the Chair of the Association and identified members of its executive on the job evaluation tool and its application in order to better assist members.

(i) Total Compensation will offer a job fact sheet workshop, available to any interested professional and managerial employees.

16.03 **SALARY ADMINISTRATION**

(a) Salary Bands

i) Salary bands reflect the value of the positions that fall within the established point range of the salary bands.

ii) All positions will be placed in an appropriate salary band subsequent to the completion of the job evaluation process.

iii) Each salary band reflects the minimum rate the University will normally pay to an employee and the maximum rate the University will normally pay to an employee in the position. The mid-point of the range reflects the market value of the job.

iv) The University will continue to conduct periodic market surveys of comparable jobs to recognize market rates for similar jobs on campus. The market rate is based on an analysis of the average compensation paid by other employers in the comparable employment community. Market rates will be used as a guide when setting the rates within or increases to the University salary bands.

v) Movement of established salary bands will depend upon salary discussions and internal and external factors, which may include periodic salary surveys. These salary surveys will consider total compensation.

(b) Starting Salaries for New University Employees:

i) Starting salaries are to be established in consultation with Human Resources. The normal hiring range for new regular full-time (RFT) or temporary full-time (TFT) employees to the University is eighty to ninety-six per cent (80-96%) of the mid-point of the appropriate band.

ii) Relevant experience and internal equity are two major factors to consider when determining initial salaries. When an individual has advanced job experience and a record of demonstrated accomplishment in similar prior duties, or where specific market conditions or challenges present themselves, the hiring department may, in consultation with Human Resources, offer a salary above the normal hiring range, but no higher than mid-point of the salary band. Specific market conditions or challenges may warrant further exceptions in establishing a starting salary. In such circumstances, the proposed starting salary will be subject to approval of the Associate-Vice President Human Resources, or their designate, based on documented evidence supporting the need to establish a starting salary outside of policy.

(c) Salary Increases

The University and the PSA shall negotiate salary increases for the period of duration of the Compact. Discussions will include the dollar amount and/or percentage increase that will be applied to one or a combination of: across-the-board (ATB) increases, merit pay, and changes to the salary band.

i) Across-the-Board Salary Increases

An across-the-board salary increase is one that normally applies equally to all employees and increases their base salary. The purpose of such an increase is to maintain a fair and competitive salary structure. The increases to the base salary provide progression to mid-point or towards the salary band maximum depending on the employee's placement on the salary band. Employees who are at or above the maximum of the salary band may receive a one-time lump sum payment (not applied to base salary) equivalent to the across-the-board adjustment negotiated between the University and the Association in lieu of an across-the-board increase. Such an increase may take effect at the same time as other increases. An across-the-board increase can be denied to an employee by a supervisor if there is documented evidence that the performance of that employee, relative to the position in the band,

is inappropriate. A decision to deny an employee an across-the-board salary increase would be initiated by the appropriate supervisor and require the approval of the designated Human Resources representative.

ii) Performance Related Pay

Please see NEW Letter of Agreement #7 – Performance Related Pay (PRP) for additional details on the application of pay awarded for performance.

iii) Bonus

A bonus is a discretionary one-time cash payment informed by a department's/college's senior leader's assessment of individual performance. A manager may submit a recommendation to their senior leader for a bonus for an employee reporting to them, in accordance with this Article. A bonus payment does not increase an employee's base salary. The objective of a bonus is to reward exceptional performance in a given year on projects, special assignments or performance that significantly exceeds the expectations of an employee's normal job responsibilities. Bonuses will be open to all P&M members including those at or above the maximum of the salary band. A bonus payment is subject to the approval of the designated Human Resources representative and will not normally exceed five per cent (5%) of an employee's annual salary.

iv) Changes to the Salary Band

The salary band reflects the value of positions and is established by taking into consideration the evaluation of job requirements and external factors. For this reason, changes to the salary band are made independent of individual employee salary increases. On a periodic basis market surveys will be conducted to compare the PSA salary bands and other compensation components with comparable employers. Negotiated adjustments to salary bands due to market anomalies or reduced competitive position are included in the total compensation increase costs.

v) Selective Salary Increase

In situations where salary inequities exist, specific market adjustments are required, or upon the request of an employee, a Manager with the support of the department/college senior leadership may make a written request, with the necessary rationale to the Associate Vice-President Human Resources, or their designate, to adjust the annual salary of an employee by way of a selective salary increase. The Associate Vice-President Human Resources, or their designate, will be

responsible for issuing the final approval for such a selective increase. The decision regarding the selective salary increase will be communicated to the employee by their Manager and will include a rationale for the decision. Denials to selective salary increase requests will not be subject to the Problem Resolution process outlined in Article 9 of this Compact, but may be appealed by the department or college AVP/Dean, or equivalent, to the Associate Vice-President Human Resources and the rationale for the final decision will be communicated to the employee by their manager.

(d) Reclassification Upward

An employee whose current position is reclassified to a higher band will receive an increase of five per cent (5%) per band or the minimum eighty per cent (80%) of the new salary band whichever is greater. In exceptional circumstances and with prior approval by the designated Human Resources representative, the adjustment may be greater or less than five per cent (5%) per band. If the employee enters the new band with a salary at or above the new band mid-point, any increases to their salary require approval by the designated Human Resources representative.

(e) Promotion

A promotional increase will be five per cent (5%) per band or the minimum eighty per cent (80%) of the new salary band whichever is greater. Additionally, the hiring manager may, in consultation with Human Resources, further increase the salary to within the normal hiring range (as defined in Article 16.03 b). In exceptional circumstances and with prior approval by the designated Human Resources representative, a promotional increase may be greater or less than the amount otherwise provided in this clause.

(f) Lateral Transfers

A lateral transfer occurs when an employee moves from one position to another within the same salary band. In these instances, the hiring manager has the discretion to provide a salary increase of up to five per cent (5%). Increases beyond five per cent (5%) may be made with approval from the designated Human Resources representative. It is understood that this provision should not be interpreted as a guarantee of salary increase in instances of lateral transfer.

(g) Movement to a Lower Band

i) In cases of a non-disciplinary demotion, reclassification to a lower salary band through the job evaluation process, or change in a position to a lower band due to organizational restructuring, an employee will retain the previous salary.

ii) In cases of voluntary movement to a lower band, the employee will normally enter the new band at a level no higher than the mid-point of the salary band. With supporting rationale, a hiring manager may make a written request to the designated Human Resources representative to exceed the mid-point.

(h) Acting Pay

Professional employees requested in writing by their supervisor to perform duties of a position with greater responsibility and pay for a period of twenty-three (23) or more consecutive calendar days will normally be paid an honorarium of five per cent (5%) of their basic rate of pay for the period during which they fulfil the duties of the higher level position. In cases where this is less than the minimum of the band for the new position, the rate of pay may range from five per cent (5%) of the employee's base rate of pay to the minimum of the acting band. The responsibility pay should be prorated to the responsibilities assumed. For more detailed information, consult Human Resources. In exceptional circumstances, an employee could receive an honorarium of greater than five per cent (5%), even if already in the band. Such a decision requires the approval of the designated Human Resources representative. Honorariums paid under this clause are not applied to an employee's base pay.

(i) Market Anomalies

i) In exceptional cases, this policy provides flexibility for addressing market anomalies. Supervisors may submit requests to the designated Human Resources representative for salary increases outside of the guidelines presented in this policy if market anomalies warrant such consideration.

ii) The following continuing market anomalies are recognized by the University and the PSA:

<u>Paid P&M Internship and Manager Trainee Programs</u>

Consistent with the University's commitment to experiential learning, the University provides paid Internships and Manager Trainee programs that enable recent graduates or applicable new hires an opportunity to gain valuable professional work experience to assist them in terms of career/job prospects through a program with defined learning outcomes, coaching and training opportunities. Paid professional and managerial (P&M)

Internship and Manager Trainee programs are temporary full-time positions that are generally one (1) year but no greater than three (3) years in duration with the opportunity for extension with the approval of Human Resources. Paid Internships or Manager Trainee programs are paid at seventy-five to eighty-five per cent (75-85%) of the mid-point of the P&M salary band 1.

Upon request of the PSA, the University will provide an anonymized report listing all Manager Trainees and P&M Paid Interns containing department, position title, band, annual salary and compra ratio. Requests for such reports will be limited to once annually.

NOTE: P&M internships only. For clarity, OVC HSC Clinical Internship Program participants do not fall within the scope of the Compact.

ARTICLE 17 – SICK LEAVE

17.01 Where illness or injury prevents regular full-time professional staff from performing their duties, eligibility for sick leave to continue full regular pay shall be subject to the receipt of sufficient and complete medical documentation, consistent with Article 17.07, through, but not beyond, the required waiting period for long term disability benefits. Sick leave for all other employees shall be administered in accordance with University policy.

17.02 Employees who will, after ninety (90) days, become entitled by reason of disability to receive income protection at sixty-six and two-thirds per cent (66-2/3%) of their salary rate at the time of commencement of the disability, will receive an additional thirteen and one-third per cent (13-1/3%) of their basic wages for up to four (4) months from the commencement of the time for which income protection payments are received or until the disability ceases, whichever is sooner.

17.03 No University employee may claim sick leave during a period of unpaid status. Unpaid status is when an employee remains on the University payroll, but receives no pay.

17.04 Where illness or injury prevents an employee from performing normal duties, they must, as per departmental practice, inform their Department Head.

17.05 If a department anticipates that an employee on sick leave will be away from work for more than thirty (30) days, it must inform Human Resources to allow for the timely application for disability benefits, should it become necessary.

17.06 When the Workplace Safety and Insurance Act compensates an employee, the University will continue the employee's salary up to eligibility for long term disability (or, in the case of a temporary employee, to the limit of accumulated sick leave). The employee must

reimburse the University for compensation received under the Act for which the University paid full salary. When a temporary employee returns to work, the University will reinstate the sick leave used for the period payable under the Act.

17.07 For absences of five (5) or more days, an employee must provide sufficient and complete medical documentation verifying the illness. The University may require evidence for shorter absences.

17.08 The University will credit a person employed on a temporary basis with up to thirteen (13) days' sick leave for potential use, as follows:

- Three (3) working days in the first three (3) months of employment;
- an additional ten (10) working days after three (3) months of employment;
- Thirteen (13) days of sick leave - renewable on the employee's anniversary date.

17.09 If a paid holiday occurs in a period of paid sick leave, the University will record it as a paid holiday, not as a day of sick leave.

ARTICLE 18 – ON-CALL

18.01 In specific circumstances and in support of operations, departments may determine a need to have available professional staff to respond to unexpected events and/or technical/operational issues outside of normal work hours. The purpose of an on-call arrangement is to support and respond to the unexpected. On-call cannot be used to reimburse for overtime hours nor is to be used as a means of payment to complete 'regularly assigned' work done after hours or a means to compensate for special projects and/or work assignments.

18.02 When it is determined by the Dean/Director/Chair or designate that an on-call arrangement is required to support the University's operations outside normal work hours, the following guidelines will be utilized in establishing minimum on-call arrangements with those professional/managerial staff participants in the on-call arrangement.

(a) The need for an on-call arrangement will be determined by the Dean/Director/Chair or designate in consultation with the staff required to perform on-call.

i) On-call responsibility must be shared amongst a group of suitably qualified and experienced employees in order to minimize the impact on any one employee.

ii) New hires to an area with an established on-call will be made aware, at the time of hiring, that participation in the on-call arrangements is a requirement of the position.

iii) Except for the exception as noted in (ii) above, other employees will retain the right to be excused from participation in an on-call arrangement for reasons mutually agreeable between the employee and their Dean/Director/Chair or designate.

(b) Normally, employees should not be scheduled to on-call arrangements for more than seven (7) consecutive days. In circumstances where a longer period of consecutive on-call is required, such arrangements are subject to mutual agreement between the Department Head and the employee(s) involved.

(c) The Department Head, in consultation with the employees involved, will determine the method of communication during on-call periods (i.e. pager, cell phone). Agreed upon communication equipment will be supplied by the department. Departments will establish a minimum response time required for answering calls.

(d) On-call hours will be determined by the specific needs of the department, but will generally be between 1700 and 0800 (or some portion thereof), Monday to Friday and twenty-four (24) hours (or some portion thereof) on weekends and statutory holidays.

(e) On-call arrangements may be compensated through monetary payment and/or through the granting of the equivalent time off in lieu of payment. The method of compensation shall be through mutual agreement between the employee and the department. Compensation is funded by the department and must be structured to include, at a minimum, the following:

i) On-call stipend: a minimum of three (3) hours pay or (equivalent lieu time) for each week (7 days) of scheduled on-call.

ii) A minimum of three (3) hours pay (or equivalent lieu time) for having to respond from off campus to a call (whether it requires travelling to campus or responding from off campus). In circumstances where the on-call employee has had to respond to an initial call and then receives a subsequent call within the same three (3) hour period, further minimum payments of three (3) hours will not apply.

iii) Pay at standard rate (hour for hour) or equivalent lieu time (hour for hour) for any time spent on the problem beyond the first three (3) hours.

iv) Lieu time accumulated due to on-call should normally be used in the calendar year in which it was earned. With the approval of the Chair/Department Head time off

in lieu may be carried over to the next calendar year, however, must be taken by April 30th.

ARTICLE 19 – EXTRA WORKLOAD

19.01 The University recognizes the important contributions made by professional and managerial staff to the institution. The purpose of this policy is to provide a guide for compensating work that may, from time to time, be performed outside of an individual's normal expected duties and responsibilities.

19.02 This policy is intended to be consistent with the provisions of the Employment Standards Act (ESA).

Background

(a) The Job Evaluation Program for professional and managerial staff recognizes that some positions, by their nature, demand unusual, irregular or prolonged work periods. This is acknowledged in the determination of the overall value of these positions, and assumes that, over a reasonable period, the average hours of work should not materially exceed the normal full-time workload.

(b) In recognition of the nature of professional and managerial staff responsibilities, reasonable flexible work hours are possible, subject to operational requirements.

Extra Workload

(a) Compensation is available to professional and managerial staff for work assigned and approved in advance in writing by an individual's immediate supervisor.*

(b) Extra workload that is identified for compensation would typically be:

i) special projects outside of normal work responsibilities, or

ii) assignments that are necessitated by unique non-continuing needs within the individual's department.

*NOTE: Supervisors have the responsibility to ensure the appropriate allocation of resources and to review structural reasons that create extra workload situations.

(c) Where an employee believes that work assigned may meet the criteria for extra workload compensation under this Article, the employee may raise the matter with their immediate supervisor. Supervisors will not discourage discussions regarding

extra workload. Any request for extra workload approval remains subject to the supervisor's assessment and approval. Where such a request is not approved, the supervisor will communicate the decision to the employee.

Compensation

(a) At the time that the extra workload arrangement is agreed to, the form of compensation must be specified in the agreement. This can be either as pay or equivalent time off (lieu time), scheduled by mutual agreement between the employee and supervisor. Where the decision is made to compensate in lieu time, such time must be taken no later than April 30th of the following calendar year. If not taken, the banked lieu time must be paid in the pay period immediately following this date. While supervisors shall make every reasonable effort to initiate an extra workload arrangement at the time the extra work is assigned, retroactive extra workload arrangements are permitted at the discretion of the supervisor, in consultation with Human Resources.

(b) Compensation in the form of pay will be at straight time (subject to the provisions of the ESA) and based upon the individual's hourly rate using the University's established method of conversion from an annual salary to an hourly rate.

(c) It is the responsibility of the employee's department to maintain accurate records of authorization and forward extra workload payment requisitions to Human Resources.

ARTICLE 20 – ACCESS TO INFORMATION

20.01 The University acknowledges that the Association requires various types of information from time to time in order to meet its obligations set out in this Compact. Any requests made to the University for information, provided that it meets this aim, shall not be unreasonably denied. Any decision by the University to withhold all, or a portion of the information requested, shall be provided to the Association in writing along with the supporting reasons. Should the Association disagree with the University's decision, it may raise the issue at the University/PSA Joint Committee. Failing resolution, the matter may be referred to the Vice-President, Finance & Operations.

ARTICLE 21 – P&M POSITIONS TRANSFERRED TO OTHER EMPLOYEE GROUPS

21.01 The University will advise the PSA office within ten (10) days of receipt of a written challenge(s) made by another employee group with respect to the employee group status of any position designated by the University as professional/managerial. In the event that it is determined that a professional/managerial position will be transferred to another employee group, the PSA office will be so advised as soon as is reasonably possible.

ARTICLE 22 – GRANT AND TRUST FUNDED STAFF

22.01 The University will advise the PSA office of temporary professional managerial staff hired whose salary is supported through a grant or trust fund(s).

ARTICLE 23 – INFORMATION FOR NEW REGULAR FULL-TIME EMPLOYEES, CONTRACTUALLY LIMITED EMPLOYEES, AND NEWLY RECLASSIFIED EMPLOYEES

23.01 The University will give copies of this Compact to all persons who are offered positions as new regular full-time employees, contractually limited, reclassified to, or part-time professional/managerial employees, and who are covered by the provisions of this Compact.

23.02 The University agrees to provide the Association with the name and working unit of each new regular full-time, contractually limited, reclassified to, or part-time employee.

ARTICLE 24 – OFFICE SPACE AND FACILITIES

24.01 The University agrees to provide the Association with reasonable access for the use of the University's meeting rooms, reproduction services, internal mail service, audio-visual equipment and computing facilities at standard cost.

ARTICLE 25 – LIABILITY INSURANCE

25.01 The University shall provide insurance coverage in respect of the liability of professional/managerial employees acting within the course of their employment, to the extent provided by the Canadian Universities Reciprocal Exchange (CURIE) policies now in force.

25.02 Employees who determine that the University's Insurance coverage is not adequate to meet their individual needs while performing University business may purchase additional insurance at their own expense.

25.03 Once a claim has been submitted to the insurer, responsibility for the management of that claim, covered by the University's insurance policies rests solely with the insurer.

25.04 Timely notice will be given to the University of any action or claim of which a professional and managerial employee has knowledge, or of any occurrence or situation which a professional and managerial employee ought reasonably to know might give rise to any action or claim.

25.05 Professional and managerial employees will be informed by the University in a timely manner of a circumstance, investigation, inquiry or complaint which will lead to legal action against the employee.

25.06 A professional and managerial employee who is a defendant in a civil action for damages, or is subject to a proceeding that may result in the disqualification from the performance of their duties, because of acts done in the attempted performance in good faith of the employee's employment responsibilities shall be indemnified for any reasonable damages awarded against the employee and for the necessary and reasonable costs incurred in the defense of such action except where recklessness or willful neglect is established on the part of the professional and managerial employee.

The employee shall consult with the University regarding anticipated legal fees and other defense costs in advance of their incurrence where reasonably practicable and, where this is not possible, as soon as practicable thereafter.

25.07 This Article and any insurance obtained pursuant to it does not apply to legal action initiated by a professional and managerial employee against the University or other third parties, nor to any civil or criminal proceedings that might be initiated by the University against a professional and managerial employee.

25.08 A professional and managerial employee who is charged with a criminal offence because of acts done in an attempted performance in good faith of the professional and managerial employee's employment responsibilities, and finally acquitted, or if the charge is dismissed, the employee shall be indemnified for the necessary and reasonable costs incurred in the defense of such charges. A professional and managerial employee who is charged and convicted of a criminal offence is excluded from any and all forms of coverage by the University's insurance policies.

ARTICLE 26 – NEGOTIATIONS AND AMENDMENTS TO THE COMPACT

26.01 Salary and benefits for professional/managerial employees shall be negotiated in accordance with the following procedures:

26.02 Prior to negotiations commencing, the University will provide the Association, upon request, with relevant demographic and University budgetary information. Any demographic information will be provided as aggregate information, reflecting privacy and confidentiality of professional and managerial employees.

26.03 Prior to negotiation discussions commencing, the Association and the University will each identify up to four (4) representatives to take part in salary and benefit discussions and review/update of the Compact. With support from their manager/director, professional and managerial employees shall be granted time off work with no loss in pay for the purpose of meeting with University representatives in negotiations. The participation in negotiations is recognized as an opportunity for professional development of participating employees.

26.04 Upon commencing discussions, both the University and the Association will outline, in general terms, amendments, additions and/or deletions which are being sought for the ensuing term in salary and benefit programs for professional/managerial employees. Additional items may be introduced subsequently by mutual agreement.

26.05 When agreement is reached, the Association will refer the terms to all members of the Association for ratification. Notwithstanding the above, employees may seek and obtain salary and benefit entitlements which they consider more favourable than that obtained via this agreement.

26.06 In the event that agreement is not reached, or if the professional/managerial employees fail to ratify the agreement, the negotiations may be resumed until agreement is reached or until such time that either the Association or the University chooses to engage the services of a Mediator.

26.07 The Mediator will be chosen by mutual agreement from a standing list of mediators prepared jointly by the Association and the University or by mutual consent based on availability. The Mediator will set a date to convene the Parties. The cost of the mediation will be borne by the University.

26.08 Seven (7) days prior to the commencement of mediation, the Parties will exchange written mediation briefs outlining the Parties' interest and position and deliver copies to the other Party and to the Mediator. The Mediator will ensure that the Parties come to an agreement. The agreement, subject to ratification by both members of the PSA and the University Board of Governors, will be binding on the Parties.

26.09 The PSA will take the tentative agreement to their members for ratification. Upon ratification, the University will take the tentative agreement forward for ratification by a Board of Governors Committee.

26.10 Amendments shall not be made to this Compact during its term. Letters of Agreement between the Parties may be attached to this Compact to clarify existing terms or add mutually agreeable new terms.

ARTICLE 27 – UNIVERSITY POLICIES

27.01 The University develops, implements, and updates policies and procedures that establish and clarify the terms and conditions of employment applicable to Professional and Managerial (P&M) employees that are not included in the negotiated Compact between the University and the PSA. For ease of access to the applicable University employment policies that pertain to P&M employees, the following list of policies and hyperlinks is provided. This list is not definitive and employees are encouraged to review the full list of University policies located on the University's website. The University maintains the right to introduce new policies and update and/or discontinue current University policies through the term of the Compact.

University Policies related to the Terms and Conditions of Employment for Professional and Managerial Employees:

101 – Recording of Absences
102 – Hours of Work
301 – Employment Policy
305 – Employment Equity Policy
306 – Job Opportunities – Job Postings
309 – Probationary Service
311 – Personal Data Change
312 – Disciplinary Procedure
316 – Conditions of Employment
317 – Conflict of Interest
401 – Education Opportunities/Program
402 – Training
403 – Scholarship Plan
501 – LOA's
502 – Paid Holidays
504 – Absence (Abandonment)

509 – 8-9-10 Month Appointments
510 – Four Day Work Week
511 – Consumption of Alcoholic Beverages
513 – Time off for Hazardous Weather/Emergency Closings
515 – Employee Assistance Program
518 – Athletic Fee Subsidy
608 – Pay at Death
702 – Confidentiality of Personal Information
708 – Theft and Fraudulent Activities

Office of Research - Intellectual Property Policy

ARTICLE 28 – TERM OF AGREEMENT

28.01 This Agreement shall continue in effect until 30 April 2029 and shall continue automatically thereafter for annual periods of one (1) year each unless either Party notifies the other in writing not less than thirty (30) calendar days and not more than ninety (90) calendar days prior to the expiration date that it desires to amend or terminate this Agreement.

For the University:

Erin Detlor
Director, Human Resources (Staff Relations)

Kaitlin Wortley
Senior Labour Relations Consultant

Elaine Do Rosario
AVP and Chief Human Resources Officer

For the Association:

M. Sameer Al-Abdul-Wahid
Chair

Jackie Hamilton
Vice-Chair

Mark Torcoletti
Treasurer

Leigh West
Past Chair

SCHEDULE "A" – SALARY

A. Term: Three (3) year term: May 1, 2026 – April 30, 2029

B. Salary Adjustments

i) ATB (Across-the-Board) Adjustments

Effective May 1, 2026

Following the salary band adjustment specified in (ii) below, 2.5% base adjustment applied to the annual salaries of regular full-time P&M employees below band maximum. All P&M employees at or above band maximum will receive the applicable lump sum payment, less deductions, (not applied to base earnings/non pensionable) per Article 16.03 (c) i) (ATB Salary Increases) of the Compact.

Effective May 1, 2027

Following the salary band adjustment specified in (ii) below, 3% base adjustment applied to the annual salaries of regular full-time P&M employees below band maximum. All P&M employees at or above band maximum will receive the applicable lump sum payment, less deductions, (not applied to base earnings/non pensionable) per Article 16.03 (c) i) (ATB Salary Increases) of the Compact.

Effective May 1, 2028

Following the salary band adjustment specified in (ii) below, 3% base adjustment applied to the annual salaries of regular full-time P&M employees below band maximum. All P&M employees at or above band maximum will receive the applicable lump sum payment, less deductions, (not applied to base earnings/non pensionable) per Article 16.03 (c) i) (ATB Salary Increases) of the Compact.

Temporary full-time/contractually limited employees shall be eligible to receive *minimum* base salary adjustments negotiated for RFT employees upon renewal of their contracts as follows:

- Contracts renewed between May 1, 2026 and April 30, 2027: 2.5%
- Contracts renewed between May 1, 2027 and April 30, 2028: 3%
- Contracts renewed between May 1, 2028 and April 30, 2029: 3%

ii) Salary Band Adjustment

Effective May 1, 2026 – 2.5%
Effective May 1, 2027 – 3%
Effective May 1, 2028 – 3%

iii) Performance Related Pay (PRP)

Pay for performance shall be administered according to NEW Letter of Agreement #7 - Performance Related Pay. The amounts available for distribution during the term of this Compact are as follows:

May 1, 2026: $1,700.00*
May 1, 2027: $1,750.00
May 1, 2028: $2,000.00

*To be applied retroactively to all qualifying professional and managerial employees active on the date of ratification. Retroactive payments will be made within sixty (60) days of the date of ratification of this Compact.

Note: Part Time employees will have any eligible Performance Related Pay applied to their annualized salary, and will therefore receive a prorated amount via their hourly rate of pay.

LETTER OF AGREEMENT #1 – COMPARATIVE DATA REVIEW

The University agrees to provide the Chair of the Association, or designate, with a summary report on available comparative data of benchmark positions at comparator Ontario universities by January 31st of the year in which the Compact expires. The University will endeavour to include similar data applicable to local colleges and local broader public sector institutions in the summary report. The University and the Association will meet by no later than October 1st of the year prior to the expiration of the Compact to discuss and agree to the details of the review and the content of the summary report.

For the University:

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AVP and Chief Human Resources Officer

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Treasurer

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Past Chair

LETTER OF AGREEMENT #2 – SCHOLARSHIP PLAN

For professional and managerial employees, tuition scholarships for dependents and spouses are provided. Scholarship payment amounts shall not exceed tuition fees for the Bachelor of Arts program.

For the University:

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LETTER OF AGREEMENT #3 – PRINCIPLES OF FACT FINDING FOR P&M STAFF

The University and the Professional Staff Association agree that the following principles are used to guide the fact finding and investigation processes arising from the University's application of Human Resources Policy 312 and other applicable policies:

- All complaints and allegations are treated seriously and will be investigated to the extent necessary to determine whether misconduct actually occurred and what factors, if any, may have contributed to it.
- The University adheres to the principles of natural justice and procedural fairness in order to ensure any investigation is both fair and unbiased. Critical to the University's process is ensuring that an employee responding to a complaint or allegation of misconduct is given an opportunity to respond with their version of the events.
- If there is any question as to whether an individual may have a bias or perceived bias, either another individual will be chosen from the organization to investigate or consideration will be given to seeking out the services of an external investigator.
- Prior to an investigation or fact finding being undertaken, a plan is generally formulated as to how the issue will be investigated. This includes, but is not limited to determining if there are potential witnesses or persons who have relevant information that may need to be considered. Documentation that may have relevance to a particular claim may also be identified for review.
- Insofar as is reasonably practicable, investigations and fact finding will be conducted in a timely manner while maintaining the integrity of the investigation. The process is explained in full to the complainant, the respondent and any witnesses to be interviewed and what they can reasonably expect (e.g., timelines) in order to manage expectations. Each individual will be permitted to arrange for a person to attend the meeting and provide support on their behalf (e.g., employee group representative, or coworker removed from the incident) provided that it will not result in an unreasonable delay in the investigation. As investigation/fact finding are internal matters to the University, legal counsel will not constitute a "support person" and, therefore, will not be permitted to participate.
- The employee(s) being investigated will be provided with full details of the allegation and will be afforded every reasonable opportunity to respond to the allegation and produce evidence in their defense.
- In incidents involving two (2) or more coworkers, the University may, depending on the circumstances, separate the parties for the duration of the investigation. If the individual being investigated cannot reasonably be assigned elsewhere, they may be placed on a paid leave of absence for the duration of the investigation at the University's discretion.

- Investigators not only take the employee's evidence into consideration, but also the structural and organizational factors that may have contributed to the alleged misconduct or circumstances. The objective is always to resolve a problem or correct the behaviour(s) and prevent it from re-occurring.
- The University will take reasonable steps to maintain confidentiality and to provide that information is shared on a need to know basis. It is understood that confidentiality cannot be promised to witnesses as at times during an investigation or fact finding, information gained may need to be shared with others in order to corroborate evidence or clarify an inconsistency.
- In all cases, conclusions are made on the balance of probabilities based on a good faith investigation. Outcomes and recommendations take into a variety of considerations including, but not limited to the nature of the misconduct, if corroborated, its organizational impact, existing policies and procedures, employee group agreement obligations, organizational past practice and the history of the employee.

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LETTER OF AGREEMENT #4 – PROFESSIONAL STAFF ASSOCIATION PROMOTIONAL MATERIAL

The University agrees to include agreed upon promotional material as supplied by the PSA, detailing the benefits of dues paying membership and general services provided in all offer of employment packages to those prospective employees who will be covered by the terms and conditions of the Compact.

For the University:

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LETTER OF AGREEMENT #5 – BENEFITS

a) The annual dollar amount of allocation for psychological services under the Extended Health Plan will remain at two thousand dollars ($2,000) per calendar year. Coverage includes counselling services where provided by social workers, psychologists, psychotherapists, marriage and family therapists, occupational therapists, or clinical counsellors registered by the Provincial governing body in the Canadian province in which the services are provided.

b) The Long Term Disability Plan cap will remain at ten thousand dollars ($10,000) per month.

c) The annual dollar amount of allocation for the Extended Health Care Plan Paramedical Services listed below will remain at a combined two thousand five hundred dollars ($2,500) per calendar year, with reimbursement of up to seventy-five dollars ($75) per visit for each, for reasonable and customary costs.

- Chiropractors
- Osteopaths
- Chiropodists
- Podiatrists
- Acupuncturists
- Naturopaths
- Speech Therapists
- Massage Therapists

d) The dollar amount of allocation for vision care will remain at five hundred dollars ($500) every twenty-four (24) months for adults and twelve (12) months for children.

Letter of Agreement #5 - Benefits

For the University:

Erin Detlor
Director, Human Resources (Staff Relations)

Kaitlin Wortley
Senior Labour Relations Consultant

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AVP and Chief Human Resources Officer

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LETTER OF AGREEMENT #6 – SAFETY SHOE SUBSIDY

The University agrees to increase safety shoe subsidy for P&M employees whose positions require the wearing of safety footwear at an amount of one hundred ninety dollars ($190.00) in each year of the Compact. The safety footwear subsidy will be received upon submission of a receipt of purchase for Canadian Standards Association (CSA) approved safety footwear.

For the University:

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Director, Human Resources (Staff Relations)

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LETTER OF AGREEMENT #7 – PERFORMANCE RELATED PAY (PRP)

With respect to Article 16.03 (c) ii Merit Pool, the Parties agree to the following for the duration of the current Compact:

i) Purpose and Application

Performance related pay is awarded based on performance and is supported by the feedback provided in the employee's annual performance assessment and development plan.

For employees below the maximum of the salary band, any PRP awarded shall be applied to their annual base salary. Employees at or above the maximum of their salary band shall receive any PRP awarded as a one-time lump sum payment, subject to all applicable deductions.

ii) PRP Amount

The annual PRP amount applicable to each eligible employee shall be set out in Schedule A of this Compact.

iii) Performance Assessment Framework and Timing

At the commencement of each fiscal year, Human Resources will communicate a University-wide framework for performance assessment, including expectations and processes. Any department or unit seeking to apply a different framework must obtain prior approval from Human Resources. Human Resources shall notify the Association of any department or unit applying a different framework.

For regular full-time (RFT) employees, the performance assessment and development process will be completed no later than April 15. For temporary full-time (TFT) employees, the performance assessment and development process will be completed no later than fifteen (15) days prior to the employee's service review date. A written copy, including the rating and rationale, will be provided to the employee, by the appropriate deadline.

iv) Determination of PRP

For the purposes of determining PRP:

- An employee receiving an "Unacceptable" rating shall be ineligible for any PRP amount.
- An employee receiving a "Not Meeting Expectations" rating shall receive fifty per cent (50%) of the applicable PRP amount.

- An employee receiving a “Meeting Expectations” rating shall receive one hundred per cent (100%) of the applicable PRP amount.

v) Deemed Ratings and Leave Protection

An employee who does not receive a completed annual performance assessment by the applicable deadline shall be deemed to have received a rating of “Meeting Expectations” rating for the purposes of PRP amount.

Employees shall not be disadvantaged in the determination of PRP as a result of an approved leave of absence, including through the assignment of a lower performance rating on that basis.

New hires and employees new in their role should not be assigned a rating of “Not Meeting Expectations” or “Unacceptable” by default or solely based on their length of service or time in the role. The performance of these employees should be evaluated against reasonable expectations, taking into consideration their experience and stage of integration into the role.

Furthermore, when an employee has been given a rating of “Unacceptable” or “Not Meeting Expectations”, the Director of Staff Relations shall review the rating and rationale, and may increase the PRP amount if the rationale is insufficient to support the rating.

Notwithstanding, employees with less than three (3) months of total service with the University, as of the relevant date in section iii) above, shall be eligible for fifty per cent (50%) of the applicable PRP amount.

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LETTER OF AGREEMENT #8 – PAID PERSONAL LEAVE

Notwithstanding the requirement in HR Policy 501 that Paid Personal Leave be used for "Good Reason," employees shall be entitled to utilize their Paid Personal Leave entitlement for any purpose of their choosing, including for the purpose of extending vacations or for the day prior to or following a paid holiday. Approval shall not be unreasonably withheld where reasonable notice has been provided and operational requirements can be met. All other terms and conditions in Policy 501 respecting Paid Personal Leave shall continue to apply.

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