



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, 2014 – April 30, 2017

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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 members 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.
- 1.03 Where a noun, pronoun, or adjective indicating gender or sex is used, the other gender or sex shall be deemed to be included.

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 3.0, 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.

ARTICLE 3 – ASSOCIATION RECOGNITION AND REPRESENTATION

- 3.01 The University recognizes the Association as the representative for all regular full-time, 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 substituting 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 Human Resources Division;
 - (d) persons employed as managers within the Financial Services Division and the Manager of Computing Administration Systems.
- 3.03 The Association and the University agree that the above inclusions and exclusions are specifically developed only for this particular Compact.

- 3.04 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.
- 3.05 Notwithstanding 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 will notify the Chair of the Association, or their designate, of any termination of a regular full time, dues paying member, as soon as is reasonably possible following the termination meeting, in order to allow it to respond appropriately to the member in the event they initiate contact with its office. The Association agrees that it will keep any information provided by the University strictly confidential.
- 3.11 Notwithstanding the terms of this compact, there is nothing to prevent an employee from negotiating his/her own termination agreement with the University.

- 3.12 The University recognizes the right of the Association to appoint a Chief Representative and two (2) Assistant Chief Representatives to service dispute/problem resolution.
- 3.13 For the purpose of annual salary and benefit discussions, the University will recognize no more than four (4) representatives of the Association.
- 3.14 The Chair and Vice-Chair of the Association will be entitled to up to a maximum of 20% time off to engage in University related Association business, such time to be paid for by the central administration. The employee and their supervisor will provide the necessary documentation to the respective Vice-President which demonstrates the employee's requirement to attend to University related Association business prior to authorization to reimburse the department.
- 3.15 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) and the Vice-President, Finance, Administration and Risk. In such circumstances the University will work with the Association in an attempt to minimize any negative impacts that may arise from this decision.

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:
 - a. the fundamental principle of the University; or
 - b. legislative laws or regulations, University established or recognized policies, procedures or practices; or
 - c. their professional rules of conduct; or
 - d. 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.
- 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 his/her supervisor on a topic related to his/her 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 his/her concerns to the appropriate responsible University management employee). An employee who has been unsuccessful in having his/her concerns appropriately dealt with may request, from his/her supervisor, a meeting with his/her 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 his/her concerns with copies to his/her supervisor and his/her 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 IX 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 University will implement by April 30, 2014, required documentary evidence that each department has established an annual performance assessment and development process for professional and managerial staff that reflects the program tenets outlined in 6.01.
- 6.03 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.
- 6.04 Merit/progression to job rate pay requires the documented feedback provided in the performance assessment and development process to determine an employee's eligibility for merit pay.

- 6.05 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.
- 6.06 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) not less than ten (10) days upon the outcome of 6.05. This appeal will be completed no later than two 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 A single full-time contractually limited assignment will not normally exceed five (5) years.
- 7.03 Salary adjustments for multi-year assignments will be either outlined in the original appointment letter or the process for determining annual salary adjustments will be outlined in the appointment letter.
- 7.04 Contractually limited full-time positions held by the same contractually limited full-time employee for more than five (5) continuous years, will be considered for conversion to regular full-time status, subject to the department's operational requirements. Such determination shall be made prior to expiry of the incumbent's contract.
- 7.05 Should the contractually limited full-time position be approved as a 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 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 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 receiving a resignation notice from an employee must forward a copy to Human Resources.
- 8.03 A College or Department proposing to terminate an employee for cause must discuss this with Human Resources before taking any action.

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 Human Rights and Equity Office in accordance with the University's Human Rights Policy. Workplace Harassment complaints should be made to the Director, Staff Relations in accordance with the University's Workplace Harassment Policy and Workplace Violence complaints should be made to Campus Police 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, or by the Professional & Managerial Problem Resolution Board which may decide to hear the problem/concern where the limits specified below have not been complied with, if the P&M Problem Resolution Board is satisfied 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 his/her 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 his/her 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 Director, Staff Relations, who will call a meeting of the P&M Problem Resolution Board. 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.

Within sixty (60) days of the receipt of this written concern, the P&M Problem Resolution Board will forward its written recommendation(s) to the employee and the supervisor with a copy to the Director, Staff Relations and the Association. Upon receiving written confirmation that some or all of the recommendation(s) have been accepted by the employee and the supervisor, the Director, Staff Relations will then undertake to ensure implementation of the accepted recommendation(s) of the P&M Problem Resolution Board. Any extension to the timelines will be by joint agreement between the PSA and/or employee and the University.

9.07 Professional and Managerial Problem Resolution Board

A Joint P&M Problem Resolution Board comprised of eight (8) members is to be established. Each April, the Association and the University shall each appoint four (4) Representatives to sit on the Board. Additionally, the Director, Staff Relations (or designate) will act as a resource and administrative support to the P&M Problem Resolution Board. The terms of service of the members of the P&M Problem Resolution Board shall be for two (2) years with half of the nominees completing their terms each year. There are no restrictions on the number of terms a member may serve and the term year shall begin every May. Any member directly involved with a dispute at the P&M Problem Resolution Board shall not participate in any discussion or development of recommendation(s) on that matter. A quorum of the P&M Problem Resolution Board is a minimum of six (6) members, three (3) PSA and three (3) University. The P&M Problem Resolution Board shall use approved resources and principles to guide their discussions and development of their recommendations. No formal concern may be submitted to the P&M Problem Resolution Board that has not been properly carried through all requisite steps of the Problem/Concern Process.

9.08 Professional and Managerial Problem Resolution Board Hearing

Upon receipt of the above report, the P&M Problem Resolution Board will meet and hear presentations from the employee and from the employee's manager. Both parties may submit documents to support their position and the P&M Problem Resolution Board may ask questions of the employee and the manager to gather additional information. The P&M Problem Resolution Board will review the information provided by each party and draft a response that makes recommendations to both parties with the intent to resolve

the problem.

9.09 **Arbitration**

If the resolution developed at Step 2 to the formal concern is not accepted by the employee and/or Supervisor, either party may notify the other and copy the Director, Staffing Relations within twenty (20) working days after receiving the written recommendations from the P&M Problem Resolution Board 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 violated and the remedy sought by the party from the Arbitrator.

The Parties will mutually select an Arbitrator within ten (10) 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 or other support retaining for the Arbitration process.

The decision of the Arbitrator shall be final and binding on the employee and the University.

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

9.10 **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, 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 designate). The Associate Vice-President (Human Resources) (or designate) will meet with the Association representatives to discuss the matter. The Director, Staff Relations (or 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 8.09 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 or other support retained for the Arbitration process.

9.11 **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 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 Cooperative

- a) The University recognizes the benefit a joint initiative would have in facilitating the gathering and sharing of information on the leadership and professional development goals 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. To provide a mechanism to support working cooperatively with not only the PSA but also with other University leaders, a Cooperative shall be formed that will focus on sharing and analysing information/feedback, ideas, knowledge and subject matter expertise in order to provide input on the University's leadership and professional development programs' planning, development and prioritization.
- b) The cooperative shall consist of eight (8) members: two (2) representatives from the PSA, two (2) representatives who hold Senior Leadership positions, two (2) representatives who hold Professional Managerial line manager positions, and two (2) representatives from the University's Human Resources Department. The terms of the individuals in the roles will be finite. To ensure continuity, the terms of each will be on a rotating schedule. The Cooperative meetings shall be facilitated by the Director, Learning & Development and Consulting Services.

- c) The Cooperative shall meet on a monthly basis from September to the end of June and all members shall be invited to propose agenda and discussion topics. Action items resulting from the meeting shall be documented by memo or by email and sent to the committee members within three (3) days of the meeting. Special roles and responsibilities required for effective operation of the cooperative, e.g. Secretary, shall be determined by the members of the cooperative and reviewed on a yearly basis.
- d) The Cooperative members, upon commencing, shall determine and document its agreed upon-terms of engagement regarding a) the responsibility of committee members; b) effective meetings including agenda items, order, decision-making accountability within the committee meetings and process; c) issue resolution; d) quorum.

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 – PROFESSIONAL DEVELOPMENT REIMBURSEMENT

- 12.01 In the interest of staff development, the University provides a Professional Staff Development Reimbursement to all regular full-time professional staff and temporary full-time professional staff (hired for greater than 12 months) who are actively employed on September 15 each year.

The amount available is as follows:

- Effective May 1, 2014: \$1,100
- Effective May 1, 2015: \$1,100
- Effective May 1, 2015: \$1,100

Eligible Expenditures

Expenditures must relate to the staff member's scholarly and professional activities in the form of:

- (a) books, manuscripts, subscriptions, equipment, software, instruments, or materials, all of which become the property of the University;
- (b) tuition or fees for professional training courses;
- (c) travel and costs for meetings or professional activities such as conferences;
- (d) membership dues in professional associations or learned societies;
- (e) scholarly assistance such as computer time;
- (f) for 'wellness' in the workplace and other lifestyle benefits, 75% or \$200. (whichever is greater) of the cost of enrollment in one of the established consultative programs offered at the University of Guelph Health and Performance Centre or similar offerings available through the staff in the Athletic Centre. As reimbursements under this clause constitutes a taxable benefit in accordance with Canada Revenue Agency rules/guidelines, all applications for reimbursement and supporting documentation must be submitted to Staff Relations for processing.

Operation

- (a) In each fiscal year the University will adjust Directorate and College budget allocations for the number of eligible professional staff.
- (b) A claim year is the fiscal year of May 1 to April 30.
- (c) An employee will be permitted to submit no more than two (2) PDR claims each year, using a Personal Expense Claim form, authorized by their Dean or Director, to Revenue Control with original receipts.
- (d) If an employee has a single purchase expense that exceeds the annual PDR, they may carry it forward for reimbursement for a maximum of two further years. Employees or departments must maintain the associated carry forward records

and receipts. Nevertheless, employees may not carry unspent PDR funds forward to future years.

- (e) Two or more individuals may pool their PDRs for larger purchases. They may claim only for expenses in the current year.
- (f) This should be a reimbursement, whereby employees may only make claims after paying the expenses. In special circumstances employees may elect to purchase eligible goods/services on University contracts, in which case expenses may be charged directly to the University.
- (g) A regular full time employee may request to “borrow against” the PDR allotment for the subsequent calendar year, to cover the cost of expenditures exceeding the annual negotiated PDR amount. Such requests shall be made in writing and are subject to the approval of the Chair/Department Head. It is agreed that an employee approved under this arrangement, who leaves the employ of the University for any reason, including resignation, retirement, or termination will be responsible for repayment of the Department in full for any PDR amounts advanced. Departments will be responsible for maintaining and tracking such arrangements.

(Note: The Parties agree that clause G will not apply to 2013/2014 PDR distribution, and will take effect as of May 1, 2015)

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 – VACATION LEAVE

14.01 Effective January 1, 2005 the vacation schedule will be as follows:

- **1.25 (15 days/yr)** from start date to the beginning of the calendar year in which the employee completes 2 years of service
- **1.83 (22 days/yr)** in the year the employee completes 2 years of service
- **1.92 (23 days/yr)** in the year the employee completes 8 years of service

- **2.00 (24 days/yr)** in the year the employee completes 12 years of service
 - **2.17 (26 days/yr)** in the year the employee completes 16 years of service
 - **2.50 (30 days/yr)** in the year the employee completes 25 years of service
- 14.02 On January 1 of each year employees accumulate vacation credits based on how many years of service they will complete that year. If an employee started on 01 September 1999, vacation would be as follows:
- **Sep - Dec 1999** 4 mo x 1.25 days/mo 5 days
 - **Effective 1 Jan 2000** 12 mo x 1.25 days/mo 15 days for 2000
 - **Effective 1 Jan 2001** 12 mo x 1.83 days/mo 22 days for 2001
- 14.03 If an employee terminates, the University will deduct from the final pay any amount previously paid for used but unearned credits.
- 14.04 After one month of unpaid status, vacation credits cease to accrue. However, vacation credits continue to accrue during maternity, adoption, and parental leaves, during the first 26 weeks on Long Term Disability, and during the first six months on WSIB benefits.
- 14.05 Ontario legislation requires that all employees take at least two weeks vacation per year when so entitled. With advance written approval of the Department Head, an employee may carryover a maximum of 30 days unused vacation to the following year. An employee should take carryover vacation within ten months of the start of the year. Professional staff may not cash-in unused vacation on regular retirement or employee-initiated retirement. In circumstances where an employee has accumulated in excess of 30 days and is unable to schedule the vacation, Employee Relations will work with the employee and his/her supervisor, to develop a mutually agreeable plan to schedule and utilize that excess carryover. (Where necessary, this plan may incorporate up to 3 calendar years to eliminate the excess accumulated vacation.)
- 14.06 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 supporting medical substantiation of the illness or injury to Occupational Health 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. Occupational Health 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 14.08. Any dispute arising from this article, if not resolved may be dealt addressed through Article IX – Problem Resolution.

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

ARTICLE 15 – COMPENSATION

15.01 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.

15.02 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 through a Joint Job Evaluation Committee process using the agreed upon gender neutral comparison system, (Aiken Plan). All jobs will be evaluated and employees informed of the results. The evaluation of any position may be appealed to the Committee. The request for reconsideration may be initiated by either the supervisor or the incumbent in the position. Supervisors must sign requests for reconsideration. All results are final and binding.
- (c) 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.

- (d) All employees must have signed copies of their job fact sheets that will be provided by their supervisor.
- (e) Job fact sheets should be reviewed and updated every five (5) years or whenever there is a significant change in the job.

15.03 SALARY ADMINISTRATION

Salary Bands

- Salary bands reflect the value of the positions that fall within the established point range of the salary bands.
- All positions will be placed in an appropriate salary band subsequent to the completion of the job evaluation process.
- 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. Job rate reflects the value of the job.
- 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.
- 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.

To assist in the application of the salary administration policy, the salary band is divided into four levels. The guidelines for each level follows:

Level 1: 80%-88% of mid-point. Generally employees in this level meet the minimum requirements of the job, (i.e., the employee holds the required job qualifications, but lacks job experience) or the employee demonstrates under performance. New hires with minimal job experience would normally be included at this level.

Level 2: 89% - 96% of mid-point. Employees in this level have attained the required job experience and demonstrate a performance level that consistently meets most of the job requirements.

Level 3: JOB RATE: 97% - 104% of mid-point. Employees in this level are competently handling all aspects of the job requirements in a consistent manner. Assuming that the employee has attained the required job experience and demonstrates consistent performance at a fully competent level, the employee's salary will converge to job rate.

Level 4: 105% - 120% of mid-point. Employees in this level have clearly demonstrated outstanding performance well above the job requirements and their outcomes exceed the job requirements on a sustained basis.

Starting Salaries for New University Employees:

The normal hiring range for new employees RFT or TFT, to the University is 80% to 92% of the job rate of the appropriate band. 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, the hiring department may offer a salary above the normal hiring range, but no higher than job rate of the salary band. Specific market conditions or challenges may warrant an exception 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.

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 increases, progression to job rate, merit pay, and changes to the salary band.

(a) 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 job rate or towards the salary band maximum depending on

the employee's placement on the salary band. Employees who are at the maximum of the salary band may receive a 1% lump sum in lieu of an across-the-board increase. Such an increase may take effect at the same time as other increases, (i.e., merit increase). 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 Associate Vice-President (Human Resources), or their designate.

(b) Progression to Job Rate and Merit Pools

The progression to job rate (PTR) and merit pools exist to recognize P&M employees for their contributions to their department and the university. P&M employees will be eligible for either PTR or Merit awards based on performance, and inclusion in the specific pool is based on the individual's salary percentage of job rate at the time of pool calculation. The PTR pool is calculated based on the number of employees who are below job rate each year times the negotiated increase amount. The Merit pool is calculated by the number of employees who are at and above job rate times the negotiated increase amount.

a) Distribution of Progression to Job Rate Pool

Progression to job rate increases provide salary increases to employees who are below job rate. PTR is awarded based on performance and is supported by the feedback provided in the employee's annual performance assessment and development plan. The Department's/College's Senior Leader is responsible for approving all PTR awards and will take both an individual employee's manager recommendations along with recommendations of other departmental employee's managers when approving PTR awards for their department/college. PTR awards can bring an employee's salary to or over job rate; however the employee will not be eligible to join the merit pool until the following year.

b) Distribution of Merit Pay Pool

Merit pay provides salary increases for those employees who are at or above job rate and a one-time payment for those employees who are the maximum of their salary band. Merit pay is awarded based on performance and is supported by the feedback provided in the employee's annual performance assessment and

development plan. For those employees who are between job rate and the maximum of the salary band, merit pay is applied to the base. Employees who are at the maximum of their salary band will receive any merit pay awarded as a one-time cash payment. The Department's/College's Senior Leader is responsible for approving all merit awards and will take both an individual employee's manager recommendations along with recommendations of other departmental employee's managers into consideration when approving merit awards for their department/college.

(c) Bonus

A bonus is a discretionary one-time cash payment based on a Department's/College's Senior Leader's assessment of individual performance. A Bonus payment does not increase an employee's base salary. The objective of a bonus is to reward superior performance in a given year on projects or special assignments that are outside of an employee's normal job responsibilities. As a bonus is discretionary in nature, it will not be used as an incentive to an employee in advance of performing work, or as recognition of ongoing performance which is recognized through PTR or merit distribution. 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 Associate Vice-President (Human Resources), or their designate, and will not normally exceed two percent (2%) of an employee's annual salary.

(d) 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.

Reclassification Upward

An employee whose current position is reclassified to a higher band will normally receive an increase of 5% per band or the minimum (80%) of the new salary band whichever is greater. In exceptional circumstances and with prior approval by the Associate Vice-President (Human Resources), or their designate the adjustment may be up to the

previous percentage of job rate. If the employee enters the new band with a salary at or above the new job rate, no salary increase is granted.

Promotion

A promotional increase will normally be 5% per band or the minimum (80%) of the new salary band whichever is greater. However, based upon experience and previous salary, an employee may move to a position on the new band up to 92% of job rate. Any promotional increases beyond 92% of job rate must have prior approval by the Associate Vice-President (Human Resources), or their designate. If the employee is entering the new band at a salary equal to or greater than the job rate, an increase of up to 5% may be granted.

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 with prior approval from the Associate Vice-President (Human Resources), to provide a salary increase of up to 3%.

Movement to a Lower Band

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.

In cases of voluntary movement to a lower band, the employee will enter the new band at a level no higher than the job rate of the salary band.

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 23 or more consecutive calendar days will normally be paid an honorarium of 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 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 5%, even if already in the band. Such a decision

requires the approval of the Associate Vice-President (Human Resources), or their designate. Honorariums paid under this clause are not applied to an employee's base pay.

Market Anomalies

In exceptional cases, this policy provides flexibility for addressing market anomalies. Supervisors may submit requests to the Associate Vice-President (Human Resources), or their designate for salary increases outside of the guidelines presented in this policy if market anomalies warrant such consideration.

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

(a) C-Band

Please see MOA #3.

(b) Hospitality Manager Trainee

To provide management training in the Hospitality industry, TFT Management Trainee positions are defined and paid at 75%-85% of the job rate of the P&M salary band 1. Duration of Manager Trainee positions can be up to a maximum of three (3) years.

ARTICLE 16 – SICK LEAVE

- 16.01 If illness prevents professional staff from performing their duties, the University will provide sufficient sick leave to continue full regular pay through, but not beyond, the required waiting period for long term disability benefits.
- 16.02 Employees who will, after 90 days, become entitled by reason of disability to receive income protection at 66-2/3% of their salary rate at the time of commencement of the disability, will receive an additional 13-1/3% of their basic wages for up to 4 months from the commencement of the time for which income protection payments are received or until the disability ceases, whichever is sooner.
- 16.03 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.
- 16.04 If illness prevents an employee from performing normal duties, they must, as per departmental practice, inform their Department Head.

- 16.05 If a department anticipates that an employee on sick leave will be away from work for more than 30 days, it must inform Human Resources, to allow for the timely application for disability benefits, should it become necessary.
- 16.06 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.
- 16.07 For absences of five or more days, an employee must provide medical evidence verifying the illness. The University may require evidence for shorter absences.
- 16.08 The University will credit a person employed on a temporary basis with up to 13 days sick leave for potential use, as follows:
- 3 working days in the first three month's employment;
 - an additional 10 working days after 3 months of employment;
 - 13 days sick leave - renewable on the employee's anniversary date.
- 16.09 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 17 – ON-CALL

- 17.01 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.
- 17.02 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.
 - a. 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.
 - b. 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.
 - c. Except for the exception as noted in (b) 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 his/her Dean/Director/Chair or designate.

- (b) Normally, employees should not be scheduled to on-call arrangement 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 24 (or some portion thereof) hours 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:
 - a. On-call stipend: a minimum of three (3) hours pay or (equivalent lieu time) for each week (7 days) of scheduled on-call.
 - b. A minimum of 1.5 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 travel to campus in response to an initial call and then receives a subsequent call while still on-campus, further minimum payments (1.5 hours) will not apply.

- c. Pay at standard rate (hour for hour) or equivalent lieu time (hour for hour) for any time spent on the problem beyond the first 1.5 hours.
- d. 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 30.

ARTICLE 18 – EXTRA WORKLOAD

- 18.01 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.
- 18.02 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.
- (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 * and Dean/Director or the person acting in that position.
- (b) Extra workload that is identified for compensation would typically be:
 - a. special projects outside of normal work responsibilities or,
 - b. 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.

Compensation

- (a) At the time that extra workload is assigned and approved, the form of compensation must be agreed to. This can be either as pay or equivalent time off (lieu time). Where the decision is made to compensate in lieu time, such time must be taken no later than April 30 of the following calendar year. If not taken, the banked lieu time must be paid in the pay period immediately following this date.

- (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 19 – ACCESS TO INFORMATION

19.01 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 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, Administration & Risk.

ARTICLE 20 – P&M POSITIONS TRANSFERRED TO OTHER EMPLOYEE GROUPS:

20.01 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 21 – GRANT AND TRUST FUNDED STAFF

21.01 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 22 – INFORMATION FOR NEW REGULAR FULL-TIME EMPLOYEES, CONTRACTUALLY LIMITED EMPLOYEES AND NEWLY RECLASSIFIED EMPLOYEES

22.01 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.

22.02 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 23 – OFFICE SPACE AND FACILITIES

23.01 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 24 – LIABILITY INSURANCE

24.01 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.

24.02 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.

24.03 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.

24.04 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.

- 24.05 Professional and managerial employees will be informed by the University in a timely manner of a circumstance, investigation, inquiry or complain which will lead to legal action against the employee.
- 24.06 A professional and managerial employee who is a defendant in a civil action for damages 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.
- 24.07 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.
- 24.08 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, he/she 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 25 – NEGOTIATIONS AND AMENDMENTS TO THE COMPACT

- 25.01 Salary and benefits for professional/managerial employees shall be negotiated in accordance with the following procedures:
- 25.02 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.
- 25.03 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.
- 25.04 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.
- 25.05 When agreement is reached, the Association will refer the terms to all members of the Association for ratification. Notwithstanding above, employees may seek and obtain salary and benefit entitlements which they consider more favourable than that obtained via this agreement.
- 25.06 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.
- 25.07 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.
- 25.08 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.

- 25.09 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.
- 25.10 Amendments shall not be made to this Compact during its term. Letters of Understanding between the parties may be attached to this Compact to clarify existing terms or add mutually agreeable new terms.

ARTICLE 26 – UNIVERSITY POLICIES

- 26.01 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 polices 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 27 – TERM OF AGREEMENT

27.01 This Agreement shall continue in effect until 30 April 2017 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.

Signed this 24 day of November 2015 at Guelph, Ontario.

On behalf of the University
of Guelph

Martha Harley

[Signature]

Michelle Fair

On behalf of the Professional
Staff Association

[Signature]

Ken Spigge

[Signature]

SCHEDULE "A" – SALARY

A. Term: Three (3) year term: May 1, 2014 – April 30, 2017

B. Salary Adjustments

2014

Within thirty (30) days following the ratification of the renewal agreement all active regular full time and contractually limited P&M employees covered under the compact, who have been employed for a minimum of twelve (12) months on the date of ratification, will receive a one time (1x) lump sum payment of \$850, less applicable deductions.

Regular full time and contractually limited P&M with less than twelve (12) months of service, P&M employees on a reduced workload and part-time P&M, actively employed on the date of ratification will receive a pro-rated amount. A regular full time, contractually limited, and part-time P&M employees on an authorized leave will receive the lump sum payment on the pay period following their return to active status.

The lump sum payment will not be applied to base earnings.

Regular full time and contractually limited employees at band maximum or below, actively employed on the date of ratification who received a satisfactory performance assessment for 2013/2014 will receive a progression through band adjustment of \$750 applied to their base annual salary. Part-time P&M employees meeting the same criteria will receive an equivalent adjustment to their regular hourly wage rate. These payments will be made in lieu of merit or progression to job rate payments for 2013/2014 and will be applied to base salary within thirty (30) days following the ratification date with no retroactivity.

No adjustment to the P&M salary grid (i.e. no cost of living adjustment or ATB increase in 2014).

(a) Base Increases

- Effective May 1, 2015: 1.25% base adjustment
- Effective May 1, 2016: 2.00% base adjustment

The base adjustment will be applied to the annual salaries of regular full-time P&M employees at band maximum or below. All P&M employees above band maximum will receive the equivalent lump sum payment, less deductions, (not applied to base earnings).

Temporary full-time employees shall be eligible to receive minimum base salary adjustments upon renewal of their contracts as follows:

- Contracts renewed between May 1, 2015 and April 30, 2016: 1.25%
- Contracts renewed between May 1, 2016 and April 30, 2017: 2.0%

(b) Salary Band Adjustment

- Effective : May 1, 2015: 1.25%
- Effective : May 1, 2016: 2.00%

(c) Merit Pay/Progression to Job Rate

A selective increase pool for Merit pay/Progression to Job Rate will be available for distribution to regular full-time employees. The merit pay/ Progression to Job Rate pool amount will be established by multiplying the total number of regular full-time professional and managerial employees by the following amounts:

May 1, 2014: \$0

May 1, 2015: \$1050

May 1, 2016: \$1100

SCHEDULE “B” – PENSION

A. Pension for Professional Plan (The Plan) Changes for Professional and Managerial Employees:

(a) Early Retirement

- Effective July 1, 2013 for future pensionable service, the Professional Pension Plan will be amended to allow for unreduced early retirement upon attaining Factor 85 minimum age 60, that is when the age plus years of pension credited service is equal to 85 and the Professional & Managerial employee is at least age 60.

(b) Contributions – Professional Plan

The following contribution rates are for professional and managerial employees in the Professional Plan

Table of Pension Plan Changes
Contribution Rates (ongoing)

Effective Date:	May 1, 2014	May 1, 2015	May 1, 2016
Below YMPE	7.30%*	7.44%**	7.44%**
Above YMPE	9.00%*	9.14%**	9.14%**

*Present rates

** The rates listed above are established as maximum member contribution rates under this agreement. The University contribution rates will continue to be determined by the plan actuary, but in no case shall be less than the member rates. Precise determination of any adjustments to member contribution rates will be made by the plan actuary, with due consideration being given to the importance of recognizing earnings below and above the YMPE.

Furthermore the University and the PSA agree, in principle, to a negotiated framework for sharing the Normal Actuarial Cost of the Professional Pension Plan through negotiation. Under this framework, should the most current valuation report filed prior to May 1, 2015 show an increase in the University’s Normal Actuarial Cost to a level above 100% of the member contribution rates specified above, the University will meet with the PSA to review the applicable valuation results including support for the Normal Actuarial Cost increase. This review will include documentation prepared by the plan’s actuary who certified the Normal Actuarial Cost requirements in respect of P&M members, including a summary of the underlying P&M membership data used to prepare the valuation results.

B. Post-Retirement Benefits:

(a) Effective for those hired on or after October 1, 2008, a ten year continuous pension service enrollment will be required in order to be eligible for post retirement benefits.

Memorandum of Understanding # 1 – Comparative Data Review

The University agrees that by January 31st each year a summary report on comparative data of positions at Ontario universities will be prepared and shared with the PSA. The PSA and the University will meet to discuss the benchmarks and data reported on those benchmarks within one (1) month of the report.

Signed this 24 day of November, 2015 at Guelph, Ontario.

On behalf of the University
of Guelph

Maika Harley
[Signature]

Michelle Faal

On behalf of the Professional
Staff Association

[Signature]
[Signature]

Keith Sprague
[Signature]

Memorandum of Understanding # 2 – Scholarship Plan

For professional and managerial employees, tuition scholarships for dependents and spouses are provided up to a maximum of the 2007 B.A. tuition levels as follows: For undergraduate - \$2,284.00 (2 credits or more); \$1,599.50 (1.75 credits); \$1,371.00 (1.5 credits); for graduate - \$1,941.00

Signed this 24 day of November, 2015 at Guelph, Ontario.

On behalf of the University
of Guelph

Martha Harley

[Signature]

Michelle Fack

On behalf of the Professional
Staff Association

[Signature]

Keith Spiguel

[Signature]

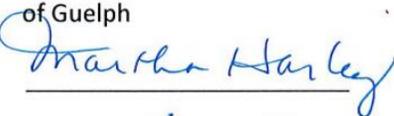
Memorandum of Understanding # 3 – “C” Band Review

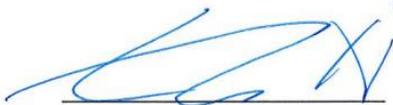
The University and the PSA agree to establish a joint committee to examine the relevance of the “C” Bands as a separate structure of the compensation framework. The parties agree that:

1. The joint committee will commence the review during the term of this agreement.
2. The review will focus on the relevance of the separate structure in the current competitive market. The review will also identify internal inequities that exist or have come to exist over time since the implementation of the “C” band structure. Relevant comparative data will be reviewed by the committee to aid in discussions.
3. During the period of the review, there will not be a hold on posting and recruiting to those positions originally identified to be included in the “C” band structure (e.g., Analyst). For positions not originally contemplated for inclusion, those positions will be evaluated and posted in accordance with all other professional and managerial roles.
4. The joint committee will prepare a joint report and forward at the conclusion, to the University and the PSA for discussion and consideration.

Signed this 24 day of November, 2015 at Guelph, Ontario.

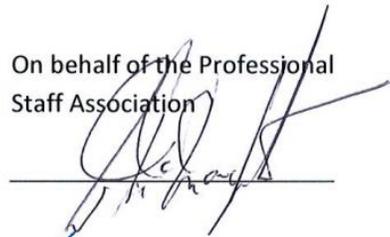
On behalf of the University
of Guelph







On behalf of the Professional
Staff Association







Letter of Understanding #1 – 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 principals 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 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 it 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.

Signed this 24 day of November 2015 at Guelph, Ontario.

On behalf of the University
of Guelph

Martha Harley
[Signature]
Michelle Teck

On behalf of the Professional
Staff Association

[Signature]
[Signature]
[Signature]