

University of Saskatchewan Faculty Association (USFA) – University of Saskatchewan

Retirement Incentives and Extension of CBA (July 1, 2022 – June 30, 2023)

Tentative Agreement

December 1, 2021

The parties hereby agree that the following provisions constitute a Tentative Agreement. The parties agree to formalize and implement the terms of the agreement as soon as possible upon its ratification.

Effective as of the date of ratification of this Tentative Agreement are the following listed terms and included Appendices and Letters of Understanding:

- **New Article in the Collective Agreement (Appendix 1)**
 - New Article 24.6, “Retirement Incentive” (Appendix 1), shall be incorporated into the Collective Agreement.
- **Targeted Retirement Incentive (Letter of Understanding) (Appendix 2)**
 - Temporary enhancement of the terms and provisions introduced under New Article 24.6 (Appendix 1), applicable during the 2021/2022 and 2022/2023 academic years only.
- **Enhanced Reduced Appointment Retirement Plan (RARP) (Appendix 3)**
 - Revisions to Article 24.5 as agreed to in the Memorandum of Agreement “Changes to Article 24.5 – Enhanced Incentives under the Reduced Appointment Retirement Plan” (Appendix 3), incorporating a longer duration of the plan and enhanced incentives, shall be incorporated into the Collective Agreement.
- **New Memorandum of Agreement (MOA #9) in the Collective Agreement (Appendix 4)**
 - A new MOA on addressing workload shall be incorporated into the Collective Agreement.
- **Retirement Incentive Bridge Funding (Letter of Understanding)**
 - Funds made available during the 2022/23 and 2023/24 academic years only, to assist academic units through a period of transition following retirements resulting from these incentives.
- **Extension of the 2017–2022 Collective Agreement and Negotiated Salary Increase**
 - Extension of the 2017–2022 Collective Agreement to June 30, 2023.
 - Effective July 1, 2022, increase of 1.8% onto base salaries for all active employees.
 - Effective July 1, 2022, 1.8% adjustment to salary scales.

This Tentative Agreement may be executed in two or more counterparts, each of which shall be taken to be one and the same document, with the same effect as if all Parties hereto have signed the same signature page. A facsimile or electronic copy of any Party's signature shall be deemed as legally binding as the original signatures.

The parties have executed this Tentative Agreement this 6th day of December, 2021

For the Employer:

For the Association:


Cheryl Carver


Allison Muri


Kenneth Wilson


Doug Chivers

Appendix 1: New Article 24.6

**MEMORANDUM OF AGREEMENT
BETWEEN
THE UNIVERSITY OF SASKATCHEWAN FACULTY ASSOCIATION (“Association”)
AND
THE UNIVERSITY OF SASKATCHEWAN (“Employer”)**

New Article 24.6 – Retirement Incentive

24.6 Retirement Incentive. Upon their retirement, employees who hold appointments with tenure or continuing status, who have a minimum of 10 years of service, and who are between 55 and 67 years of age as of the start of the academic year shall be entitled to one-time compensation for unused sabbatical leave, research leave, or administrative leave.

24.6.1 Employees shall give at least 90 days notice before the effective date of retirement to their Department Head, Dean, and USFA, unless a lesser timeframe is mutually agreed between the Employer and the employee. The effective date of retirement shall be June 30 of the academic year in which notification occurs. Notification constitutes notice under Article 24.2.

24.6.2 Employees shall receive one-time compensation based on unused leave credits on the date of retirement, calculated as follows:

Years of Sabbatical / Research /Administrative Leave Credit	One-Time Compensation (Percentage of Annual Salary as of retirement date)
0	0%
1	25%
2	30%
3	35%
4	40%
5	45%
6+	50%

- a) Annual salary shall mean the base salary provided in accordance with Article 18.2 as of the date of retirement.
- b) Years of credit shall mean the number of years of eligible service toward sabbatical leave, research leave, or administrative leave.

24.6.3 Employees who have received confirmation from the Employer of one-time compensation for unused leave upon retirement are not eligible for the Reduced Appointment Retirement Plan (Article 24.5).

The terms of this agreement shall be in effect on the date of ratification and shall be incorporated into the Collective Agreement.

Appendix 2: Targeted Retirement Incentive

**LETTER OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF SASKATCHEWAN FACULTY ASSOCIATION (“Association”)
AND
THE UNIVERSITY OF SASKATCHEWAN (“Employer”)**

Targeted Retirement Incentive

At the point of introduction of the new Article 24.6 (Retirement Incentive), the parties agree to the following temporary enhancements to Article 24.6, to be applicable for the 2021/2022 and 2022/2023 academic years only.

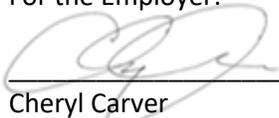
1. All employees 60 years of age or older shall be eligible to receive one-time compensation upon notice to retire on or before June 30, 2023. The one-time compensation shall be 50% of the employee’s annual salary. Annual salary shall mean the base salary provided in accordance with Articles 18.2 as of the date of retirement.
2. No employee who gives notice under the terms of this Targeted Retirement Incentive and takes a sabbatical, research, or administrative leave during the 2021/2022 or 2022/23 academic years shall be expected to return to service at the University (Article 20.7.1).
3. All employees 60 years of age or older and on a Reduced Appointment Retirement Plan (RARP) upon ratification of this LOU shall be permitted to take this retirement incentive and advance their approved retirement date. The annual salary used to determine the one-time compensation amount will be the employee’s actual salary (Article 24.5.10) as of the date of retirement.

Notification of intent to retire shall be received no later than March 31, 2023, unless an extension is granted by mutual agreement of the parties. The effective date of retirement shall normally be June 30.

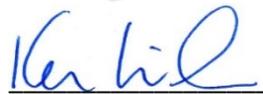
Eligible employees who have previously provided notice with a retirement date between the effective date of this agreement and June 30, 2022, shall be entitled to retire with an incentive per the terms of this agreement.

The parties have executed this agreement this 6th day of December, 2021

For the Employer:



Cheryl Carver

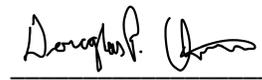


Kenneth Wilson

For the Association:



Allison Muri



Doug Chivers

Appendix 3: Changes to Article 24.5 – Enhanced Incentives under the Reduced Appointment Retirement Plan

- 24.5 Reduced Appointment Retirement Plan. A Reduced Appointment Retirement Plan shall be made available to employees who are 55 years of age or older.
- 24.5.1 Employees who wish to participate in the Reduced Appointment Retirement Plan shall notify their Department Head, Dean and USFA no less than three months prior to the date on which the reduced appointment is to begin, except by mutual agreement between the Employer and the employee.
- 24.5.2 The term of the reduced appointment retirement plan shall be for minimum of 12 months and a maximum of 60 months.
- 24.5.3 Employees shall be considered retired at the end of the term of the reduced appointment.
- 24.5.4 The Employer may postpone the start date of a Reduced Appointment Retirement Plan for up to one year only, if:
- (i) The number of applications in any Department or College exceeds 1/4 of the number of tenured faculty.
 - (ii) Program requirements cannot be fulfilled.
 - (iii) An adequate replacement cannot be found after consultation by the Dean of Medicine with a representative of the board of the health region, for an employee who requires hospital privileges to perform the employee's assigned duties.
- 24.5.5 Duties for reduced appointments will range from 50% to 80% of full-time duties in any given year. Part-time duties shall be based on a proportional reduction of the full range of previously assigned full-time duties unless mutually agreed to by the Employer and the Employee. Changes to the assignment of duties shall be approved according to Article 11.
- 24.5.6 In the event of a dispute over assigned part-time duties between the Employee and Employer, an Appointments Forum shall be convened to determine the appropriate assignment of duties. Either party may refer the matter to an Appointments Forum.
- 24.5.7 The conditions of each reduced appointment, including whether duties are a proportional or a mutually agreed to reduction, shall be reviewed by the Joint Committee for the Management of the Agreement. Conditions to be reviewed shall include the full range of the employee's previously assigned duties. Once a Reduced Appointment Retirement Plan has been reviewed by the Joint Committee for the Management of the Agreement, the reduced appointment and end date are irrevocable and constitute notice under Article 24.2. Employees shall retain the right to retire during the reduced appointment.
- 24.5.8 Employees shall retain status and rank throughout the reduced appointment.

- 24.5.9 Employees shall retain entitlement to negotiate a further reduction of duties, subject to a minimum of three months written notice with review by the Joint Committee for the Management of the Agreement.
- 24.5.10 For each employee on reduced appointment, a Nominal Salary rate will be established annually. This is the salary that would be paid to the employee if on a full-time basis, excluding all supplements. All relevant salary adjustments will be applied to the Nominal Salary. The Actual Salary shall be prorated from the Nominal Salary in direct relation to the approved reduction of duties for the reduced appointment plus an amount of salary equivalent to the difference between the Employer contribution to the Pension Plan based on the Actual Salary and the employee's contribution based on the Nominal Salary.
- 24.5.11 Contributions to the Pension Plan will continue to be made on the Nominal Salary. The employee and the University will each contribute on the basis of the Nominal Salary. The employee will be credited with pensionable service as if on full-time, subject to the rules and regulations of legislation governing pension plans. The salary used in computing the average salary for pension purposes will be the Nominal Salary.
- 24.5.12 Contributions and benefits under the Academic Long Term Disability Plan will be based on the employee's Actual Salary.
- 24.5.13 Compulsory Group Life Insurance will be provided on the basis of Nominal Salary as if the employee were on full-time.
- 24.5.14 All other benefits not tied to salary will be provided as if the employee were on full-time.
- 24.5.15 Article 20 shall not apply to employees on the Reduced Appointment Retirement Plan.
- 24.5.16 Vacation entitlement will be prorated on the basis of the reduced duties.
- 24.5.17 Employees on the Reduced Appointment Retirement Plan will continue as members of the Association Bargaining Unit.
- 24.5.18 Employees on the Reduced Appointment Retirement Plan shall receive, upon request to the Vice-Provost Faculty Relations, \$3,500 per year over the period of their reduced appointment for research expenditures that meet the following criteria:
- (i) Are allowable expenditures according to University guidelines;
 - (ii) Are incurred to assist with the completion of ongoing research activities.
- Any unused funds may be carried forward during the course of the Reduced Appointment Retirement Plan.

24.5.19 Employees are entitled to receive a portion of their reduction to salary in the form of a top-up to actual salary or as a payment to a research account as follows:

- (i) 60% of the reduction to salary with a commitment to retire after one year, or
- (ii) 30% of the reduction to salary for each of two years with a commitment to retire after two years, or
- (iii) 20% of the reduction to salary for each of three years with a commitment to retire after three years, or
- (iv) 15% of the reduction to salary for each of four years with a commitment to retire after four years, or
- (v) 12% of the reduction to salary for each of five years with a commitment to retire after five years.

24.5.20 Employees who have received confirmation of an approved reduced appointment retirement plan are not eligible to receive compensation for unused leave (Article 24.6).

The terms of this agreement shall come into effect upon ratification and shall be incorporated into the Collective Agreement.

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Appendix 4: New MOA no. 9 – Workload

MEMORANDUM OF AGREEMENT No. 9
between
THE UNIVERSITY OF SASKATCHEWAN (“Employer”)
and
THE UNIVERSITY OF SASKATCHEWAN FACULTY ASSOCIATION (“Association”)

The Employer and the Association agree to establish a joint committee of six members, three of whom shall be appointed by each party, to examine the issue of workload.

The parties agree that the joint committee shall:

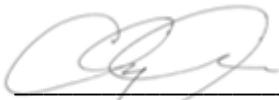
1. Gather information about workload from the Employer and employees across campus.
2. Recommend what procedures, criteria, and mechanisms could be put in place to address concerns expressed by the Employer and/or by employees about workload decisions.
3. Meet no less than monthly beginning March 2022 and report back to the parties no later than March 2023.

The parties have executed this agreement this 6th day of December, 2021

The terms of this agreement shall come into effect upon ratification and shall be incorporated into the Collective Agreement.

For the Employer:

For the Association:



Cheryl Carver



Allison Muri



Kenneth Wilson



Doug Chivers

LOU – Retirement Incentive Bridge Funding

LETTER OF UNDERSTANDING
between
THE UNIVERSITY OF SASKATCHEWAN (“Employer”)
and
THE UNIVERSITY OF SASKATCHEWAN FACULTY ASSOCIATION (“Association”)

The parties acknowledge that in the context of the introduction and implementation of the new retirement incentives agreed to on December 1, 2021, units may encounter unexpected departures of faculty opting for any of these incentives.

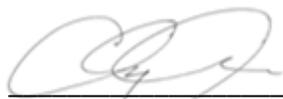
To assist academic units through this period of transition the Employer commits to the following:

- The Office of the Provost shall make available central funds, independent of the University’s resource allocation model and TABBS, to support academic units that, due to faculty retirements resulting from the newly negotiated incentives, need temporary financial support to deliver their programs or projects.
- This bridge funding shall be made available for a limited duration, over the 2022-23 and 2023-24 academic years.
- Request to access this bridge funding shall be initiated by the Dean of the impacted unit in non-departmentalized colleges, or by the Dean upon recommendation of the Department Head of the impacted unit in departmentalized colleges and submitted to the Provost or Provost’s designate for consideration and approval.
- A report of the funds distributed will be provided to the Joint Committee for the Management of the Agreement (JCMA) at the end of the program.

The parties have executed this agreement this 6th day of December, 2021

For the Employer:

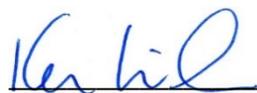
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