

# HIGHLIGHTS OF THE TENTATIVE AGREEMENT July 1, 2023 to June 30, 2027

The University and the USFA reached a tentative collective agreement on July 3, 2024. Highlights from the four-year agreement covering July 1, 2023 to June 30, 2027 include:

## **Compensation - Negotiated Salary Increases**

## Effective July 1, 2023

- \$4,000 adjustment to salary scales (no changes to CDI value)
- \$4,000 salary adjustments (to base) for all active employees (prorated for full-time equivalency where applicable)

#### Effective June 30, 2024 - Gender Equity Salary Correction

• To address the gender inequity that has reappeared in the starting salaries of Assistant Professors: one CDI increase to be applied to all active Assistant Professors hired on or after July 1, 2017 and who have disclosed at, or subsequent to, the time of hire that they are not male.

## Effective July 1, 2024

- 3.25% adjustment to salary scales and CDI value
- 3.25% salary adjustment for all active employees

#### Effective July 1, 2025

- 2.95% adjustment to salary scales and CDI value
- 2.95% salary adjustment for all active employees

# Effective July 1, 2026

- 2.75% adjustment to salary scales and CDI value
- 2.75% salary adjustment for all active employees

#### Implementation of Negotiated Salary Increases:

- Increases and associated retroactive adjustments shall be applied to members who are active or on an approved (paid) leave at the time of signing of the Tentative Agreement (July 3, 2024).
- Inactive members (on approved unpaid leaves) at the time of signing of the Tentative Agreement (July 3, 2024) shall receive increases and associated retroactive adjustments upon return to full active status.
- Gender Equity Salary Correction: parties agree to re-assess salary equity during negotiation of the next Collective Agreement and apply appropriate adjustments if an inequity is identified.



#### **Compensation – General Changes**

#### Research Funds for Department Heads and Assistant Deans (Article 18.8.3)

- Increase of research fund entitlement to \$5,000 annually, effective July 1, 2024, for employees who serve as Department Heads or Assistant Deans.
  - This amount is considered a minimum requirement and units retain the discretion to provide additional funds above this minimum requirement.

Overload stipend (Article 18.5.1) - Increase stipend to \$8,000, effective July 1, 2024

Sabbatical Expense Account (Article 22.13) - Increase fund to \$5,000, effective July 1, 2024

- Fund is no longer restricted to 'travel' expenses. Eligible expenses must meet the following criteria:
- Are allowable expenditures in accordance with university guidelines.
- Are incurred to assist with the completion of the sabbatical leave project.

Professional fees (Article 22.12.3) - Increase fund to \$275,000, effective July 1, 2024

<u>Scholarship Fund (Article 22.18)</u> - Increase fund to \$375,000 (commencing 2024-25 academic year)

#### Dependent Travel Expense Fund (New Article 22.12.5)

- Establishment of a new fund of \$30,000 (per academic year), effective July 1, 2024
- Fund provides reimbursement for eligible expenses (up to a total of \$2,000 per academic year per employee) related to the employee's legal obligation to provide care of a legal dependent, which are incurred by employees on authorized travel for university business.
- Terms for allocation and guidelines for reimbursement to be determined and agreed to through the Joint Committee for the Management of the Agreement (JCMA).

#### **Benefits – General Changes**

#### Maternity/Parental/Adoption Leaves (Article 21.7.1)

- Alignment of the provisions of the Collective Agreement with changes in government legislation:
  - Increasing leave entitlement to up to 78 weeks
  - Reducing the service requirement for term employees to be eligible for the leave to 13 consecutive weeks (required employment at the university preceding the leave)
  - Aligning timing of the leave: leave can commence within the period that starts 13 weeks before the estimated or actual date of birth and ends 78 weeks after the actual date of birth or custody.
  - Leave must be completed within 78 weeks of the birth or adoption.
  - Employees may schedule their annual vacation as extension of the leave entitlement.
  - Leave of remuneration includes any statutory waiting period.
  - Supplement payable shall be calculated on the basis of and as a top up to the standard EI maternity or parental benefits. The calculation of the supplement is independent of the duration of the leave.



• Secondary caregiver: entitlement to up to 71 weeks that can commence within the period that starts 13 weeks before the estimated or actual date of birth or custody and must be completed within 86 weeks of the date of birth or custody.

#### Housing Assistance (Article 22.8)

- Adding clarification of eligibility for housing assistance for employees holding term appointments.
- Repayment of housing assistance shall be completed within the period of the term.
- A term employee who is reappointed to an uninterrupted consecutive term may request that the repayment of the outstanding balance owed by the employee at the time the reappointment is formalized is readjusted in recognition of the new term.

## NEW Rank of Academic Faculty Appointments - Professors of Teaching

Formalization under Article 13.1.1 of Professors of Teaching as a new rank of academic faculty appointments (Assistant Professor of Teaching, Associate Professor of Teaching and Professor of Teaching).

## Definition and description of Professors of Teaching:

- Definition of Assistant Professor, Associate Professor and Professor reflects the addition of Professors of Teaching as a new professoriate rank.
- Description of Professors of Teaching appointments under new Art. 13.1.5:
  - Appointment primarily and substantially focused on teaching.
  - Teaching responsibilities may include clinical instruction, clinical service, and/or professional practice.
  - Duties include limited research and service and/or administrative responsibilities, and may also
    include outreach, engagement, or public service, including contributions to academic or professional
    bodies.
- A maximum of 25% of assigned duties for Professors of Teaching shall comprise protected time for Research and Administrative work (Art. 11.2.2(v)).
- Non-Teaching Session: Yearly assigned duties shall be distributed as evenly as possible across the three terms with either spring session, or summer session, or an equivalent period during T1 or T2, to be designated by the DH or Dean, as non-teaching session.

# Appointments to Professors of Teaching:

- The number of appointments limited to a maximum of 20% of the probationary/tenured employees in the academic unit (additional appointments possible with the approval of JCMA).
- The number of appointments limited to a maximum of 40% of the probationary/tenured employees for the Colleges of Dentistry, Pharmacy and Nutrition, and Nursing, the School of Rehabilitation Sciences, the Departments of Small and Large Animal Clinical Sciences, Veterinary Pathology, and Psychology and Health Studies (additional appointments possible with the approval of JCMA).
- No limitation to the Ron and Jane Graham School of Professional Development.
- The number of probationary or tenured employees shall be as of July 1 of the academic year in which the appointment is made.



# Sabbatical Leave Entitlement for Teaching Professors (Article 20):

- Eligibility for a four-month sabbatical leave after six years of service (each of the six years to be tenured or counted as a year of probationary service in earning tenure).
- Eligibility to further leaves after additional three years of service following the date of completion of the last sabbatical.
- Sabbatical compensated at a 100% of academic salary and commence on September 1 or January 1.

# Standards for renewal of probation, tenure, and promotion for Professors of Teaching (New MOA):

- Professors of Teaching shall only be made in academic units that have approved criteria and standards of performance applicable to the new ranks.
- University Review Committee will request that units which anticipate making Professor of Teaching appointments create standards of performance for Professors of Teaching.
- Committees should strive to provide clarity on expectations of applicable standards:
  - Teaching Standards under Category 2 Teaching Ability and Performance.
  - Professional Practice, research and scholarly work under Category 5 Practice of Professional Skills
  - Expectations for all other categories should be carefully assessed to reflect the proportion of time devoted to teaching.
  - New MOA provides guidance to committees for the consideration of critical standards and references to work activities that can be considered under the different applicable categories.

# Transition of employees to new Professors of Teaching appointments (NEW MOA):

- Eligibility to transition to Professors of Teaching appointments:
  - Employees who as of July 1, 2024 hold without term appointments (with the exception of Instructors).
  - Employees who as of July 1, 2024 hold tenure stream or continuing status appointments in any professoriate rank.
- Transition considerations can only be triggered after an authorization to recruit has been approved for one or more Professors of Teaching in the academic unit.
- Ability for Search Committees to proceed with a waiver of advertising and consider only employees holding eligible appointments for transition within the unit. Approval of waivers requires a vote in favor by at least 2/3 of the Search Committee. Once the waiver has been approved by the Search Committee, advertising requirements (Art. 13.4) will be waived.
- All search processes to be conducted in accordance with the requirements for searches and appointment procedures specified under the Collective Agreement.
- Consideration of academic ranks for transition:
  - Without Term Lecturers and without term Assistant Professors shall be considered for appointments to the rank of probationary Assistant Professor of Teaching.
  - Without Term Associate Professors shall be considered for appointments to the rank of probationary Associate Professor of Teaching.
  - Other professoriate ranks (including APA appointments) shall be considered for appointments under the comparable rank for Professors of Teaching Stream, retaining the designation of the appointment at the time of transition (e.g. probationary, tenure or continuing status).



Employees who accept and transition to an appointment as Professor of Teaching do not retain the right to revert to the preceding appointment.

#### **Changes Impacting Instructor and Lecturer Appointments**

- Added clarification under Art. 11.2.1: Instructors and Lecturers teaching assignments shall not exceed the
  equivalent of 30 credit units per academic year, shall be distributed as evenly as possible across the three
  terms, and are not entitled to a non-tern or non-teaching session. The addition of "the equivalent of"
  recognizes that all teaching activities are not calculated on the basis of credit units.
- Added clarification under Art. 13.1.4: A program of research is not included in assigned duties for Instructors and Lecturers.

#### **Changes Impacting Without Term Appointments**

- Increase to minimum notice required for termination to 12 months (Article 13.3.4.5)
- Inclusion of without term employees to participate in Search Committees for Department Heads and Assistant Deans (Article 13.6.1)

#### Commitment to Indigenization, Reconciliation and Decolonization

#### Affirmation of the commitment to reconciliation and decolonization:

- Commitment to reconciliation and decolonization to be considered in extension to the principles of employment equity, diversity and inclusion (Article 7.3).
- Adding requirement for all faculty members to complete training in anti-racism and unconscious bias in order to participate in the committees established by Article 13 (Appointments), Article 14 (Renewal of Probationary Appointments), Article 15 (Tenure), Article 16 (Promotion), and Article 17 (Salary Review Procedures).
- Adding direction to units to include Indigenous research, scholarly, or artistic work, teaching or practice of professional skills, where applicable, in the categories for standard of performance to be considered as a basis for tenure (Article 15.10).
- Incorporating Indigenization, Decolonization, and Reconciliation as an additional criterion that can be considered as a basis for the award of Special Increases (New Article 17.2.12).
- Adding National Day for Truth and Reconciliation as an additional paid holiday (Article 19.3).

#### New Leave for Traditional Indigenous Ceremonies (Article 21.10)

- Employees may be granted up to seven working days with pay annually for the purpose of participating in traditional Indigenous ceremonies.
- Written notices are to be submitted to Department Head or Dean.



- Employees shall attempt to provide the longest possible notice and shall actively cooperate in necessary arrangements for the uninterrupted continuation of the work of the academic unit.

## NEW Equity, Diversity, and Inclusion tuition waiver (Article 22.15.2)

- Effective July 1, 2024, a waiver of tuition fees (3cu) per academic term taken at USask for Indigenous language courses or courses identified as having significant components addressing racism, oppression, unconscious bias, and/or cultural awareness.
- Entitlement in addition to already in place tuition waiver for other general courses taken at USask.

#### Considerations of extraordinary teaching and non-teaching assignments:

Including the ability to consider the development and teaching of courses on Indigenization, decolonization
or reconciliation by employees whose academic training and expertise lies elsewhere as extraordinary
teaching assignments (Article 18.5.5).

#### Indigenous Research, Scholarly and Artistic Work:

- Incorporating a definition of Indigenous Research, Scholarly and Artistic Work for the purpose of Articles 13.5.1.5, 14.5.5(iv), 15.8.6 and 16.3.5.5, and in alignment with the definitions adopted by the Canadian Government Research Funding Agencies (Tri-agencies).

#### Advocate Support in Collegial Processes:

- Introduction of advocate support to Indigenous candidates or candidates who engage in Indigenous research, scholarly, or artistic work, teaching, or practice of professional skills in critical collegial processes.
- Role of advocate is to advise the applicable Committee (through a meeting or providing a written or recorded submission prior to their deliberations about the candidate).
- Candidate is responsible for identifying the advocate in advance of work of the Committee.
- Committees where advocate support will be available include:
  - Search Process (New Article 13.5.1.5)
  - Review and Appeal in the Case of Denial of Renewal (New Article 14.5.5(iv))
  - Tenure (New Article 15.8.6)
  - Promotion (New Article 16.3.5.5)

#### **Assignment of Duties**

- Clarification of critical steps required in the assignment of duties process (Article 11.1) to reflect that duties shall be assigned following initial (individual) consultation and discussion with the faculty member and after the overall details for assignments of duties within the unit has been shared and discussed at a meeting of the departmental/college faculty, and subject to the approval of the Dean.
- Assignment of duties outside the employee's department: provision under Art. 11.2.3 to facilitate the assignment of teaching by department heads to core courses administered through the Dean's office.



## Changes to Assigned Teaching (new Article 11.2.7):

- Changes to assigned teaching after the annual assignment of duties has been approved requires consultation between the DH or Dean and the employee.
- Changes within 6 weeks prior to the start date of the assigned teaching or after the assigned teaching has commenced are subject to overload remuneration in accordance with Art. 18.5.1 or an equivalent reduction in assigned teaching before the end of the following academic year.

## Scheduled Teaching and Instruction for Instructors, Lecturers and Professors of Teaching (new Article 11.2.8)

- Instructors, Lecturers, and Professors of Teaching not required to deliver lectures in excess of 6 hours/day.
- This provision applies to all lectures delivered through the academic year with the exception of lectures delivered in condensed academic programs.

## **Guidelines for Assignment of Duties (Art. 11.5.2)**

- Additional descriptions to provide clarity of activities to be considered for guidelines for assignment of duties.

# Enhancements to Collegial Processes and other Administrative Considerations under the Collective Agreement

# Grievance Process (Article 27.3.1)

- Strengthening efforts for problem solving and timely response/resolution of grievances.
- Providing a mechanism to designate meetings to discuss specific grievances and where the Employer will add an additional representative to the Joint Grievance committee:
  - Dean or designate of the academic unit for grievances involving a specific academic unit;
  - Provost or designate for grievances involving more than one academic unit or when the grievance involves a Dean or Deans;
  - University official (to be identified by the University) having responsibility over the matter of the grievance when the grievance alleges a policy contravention or comes into conflict with the application of a specific provision of the Collective Agreement.

#### **Review of End-of-Term Student Evaluations:**

- Incorporation under Art. 12.1.1 the ability for employees holding a probationary appointment to request the review of end of term student evaluations prior to the employee's review:
  - Requests are to be directed to DH or Dean and are intended to allow DH or Dean to review the evaluations before they are reviewed by the employee and for DH or Dean to further request that the Vice-Provost Students and Learning removes wholly inappropriate comments regarding attributes or characteristics of the employee identified as protected grounds under Human Rights legislation.

## Salary Adjustments through Expedited Procedures (Article 17.5.7)

Opening the criteria to consider expedited procedures for salary adjustments due to anomalies arising out
of the placement on the salary grid that could occur at any time during the life of the appointment
(previously, this criterion was only possible for anomalies arising out of the placement on the salary grid at
the time of appointment).



 Adding clarity with respect to the application of voting procedures for the respective committees considering salary adjustments and that decisions of the committee are final (no appeals are possible).

#### Sabbatical Leaves (Article 20.6.2)

- Providing clarification of timelines for cancellation of sabbatical leaves after they have been granted:
  - Before 31 March of the academic year in which the leave is granted if the leave is to begin July 1.
  - Before 30 September if the leave is to begin January 1.

#### **Considerations of Clinical Service:**

- Basis for Tenure Adding direct references to the inclusion of clinical practice (where service to clinical programs is part of assigned duties) under the practice of professional skills category for standards of performance to be considered as a basis for tenure (Article 15.10).
- Salary Review Incorporating service to clinical programs as an additional criterion that can be considered as a basis for the award of Special Increases (New Article 17.2.11).
- Including ability to consider assignments to clinical service as extraordinary teaching or non-teaching assignments that could be subject for extra compensation under Article 18.5.5.

#### **Serious Allegations of Misconduct**

Adding distinction between inquiry stage and formal investigations in response of serious allegations of misconduct (Art. 12.3.1 and 12.3.4).

#### **Salary Review**

- Parties have agreed to establish a joint working group to evaluate the salary review process, its outcomes, and implications.
- Intent of the joint working group is to make recommendations to the Negotiations Committee for the consideration of changes to the Salary Review through the next negotiation of a Collective Agreement.

#### **Revisions to Inventions MOA**

- Parties have agreed to enter into negotiations regarding the Memorandum of Agreement referenced in Article 25.3 (considering the respective rights in any invention produced by an employee as a consequence of activity that was not part of the employee's assigned duties).