

# MEMORANDUM OF AGREEMENT

## BETWEEN

### THE UNIVERSITY OF SASKATCHEWAN AND UNIVERSITY OF SASKATCHEWAN FACULTY ASSOCIATION

#### Changes to the Terms of the Lecturer Rank and the Re-introduction of Instructor Rank into the Collective Agreement

This agreement is made between the University of Saskatchewan (hereinafter referred to as the "University") and the University of Saskatchewan Faculty Association (hereinafter referred to as "USFA") to reintroduce the Instructor rank into the Collective Agreement.

Whereas the parties agreed, as part of the 2014-2017 collective bargaining negotiations, to remove the Instructor rank from the Collective Agreement;

And whereas "Instructors" remain listed as a an academic position within the USFA Certification Order (LRB File No. 062-14, issued April 3, 2014);

And whereas the University and the USFA have identified the need to reintroduce the Instructor rank into the Collective Agreement to support the delivery of teaching and academic instruction in academic units at the University;

And whereas the parties have agreed to clarify the appropriate terms and conditions associated with the appointment of Instructors and Lecturers;

Therefore the parties acknowledge and agree to the following:

#### 1. Particulars of the Agreement

- 1.1 The parties agree to reintroduce the Instructor rank into the 2014-2017 Collective Agreement by adding the reference to Instructor under the list of ranks of academic faculty appointments provided under Article 13.1.1. In addition, Article 13.1.1 will also incorporate the following statement with respect to Instructors:

The rank of Instructor may be designated:

- (i) Full-time or part-time,
- (ii) With term or without term,
- (iii) Clinical.

- 1.2 To further support the delivery of teaching and academic instruction and in the context of the reintroduction of the Instructor rank, the parties agree to incorporate the following changes Article 13.1.1 with respect to the rank of Lecturer:

The rank of Lecturer may be designated:

- (i) Full-time or part-time,
- (ii) With term or without term.

- 1.3 Without term appointments for Instructors and Lecturers will not be subject to the requirements for approval under Article 13.3.3 except as required by Section 1.12 of this MOA. Accordingly, the parties agree to incorporate the following changes to Article 13.3.3 – Appointments without term:

Full time service in a Lecturer appointment may be counted as qualifying service if the employee is subsequently appointed to a tenurable rank, subject to the provisions of Articles 13.3.1 – probationary appointments and 13.7.3 – reappointment and probationary service.

- 1.4 With respect to a change in status, the conditions of Articles 13.2.1 or 13.2.2, as appropriate, shall also apply to without term Instructors and Lecturers. Accordingly, the parties agree to incorporate the references to without term Instructors and Lecturers into Articles 13.2.1 and 13.2.2 as follows:

Article 13.2.1 Full-time to Part-Time Status ... the conditions of employment of a probationary or tenured employee, or without term Instructors and Lecturers...

- (iv) The employee shall retain probationary, tenured, or without term status and rank.

Article 13.2.2 Part-time to Full-Time Status ... the conditions of employment of a part-time probationary or tenured employee, or without term Instructors and Lecturers...

- (iii) The employee shall retain probationary, tenured, or without term status and rank.

- 1.5 The parties agree the duties assigned to Instructors and Lecturers differ from the duties assigned to and expected of academic employees in tenure track or continuing status teacher-scholar and Academic Programming Appointment (APA) positions. Instructors and Lecturers will be expected to focus on teaching and instructional duties in the delivery of academic programs offered by academic units at the University.

- 1.6 The parties agree that the assignment of teaching duties for Instructors and Lecturers will be carried out by the respective academic unit in accordance with Article 11, with the following exceptions:



- Yearly assigned teaching duties shall be distributed as evenly as possible across the three teaching terms (T1, T2 and T3);
- Instructors and Lecturers will not have a non-teaching term as required by Article 11.2.1 and Article 11.2.2 (b);
- Instructors and Lecturers will not be eligible to receive additional compensation as referenced in Article 11.2.2 (a);
- Teaching assignments will not exceed 30 course credits per academic year and the employee will be entitled to either spring or summer session off or an equivalent time period within another academic term to accommodate annual vacation entitlement.

- 1.7 The parties agree that the rank of Instructor is intended for positions in an academic unit where the professional, academic and/or clinical instruction is associated with the practice of professional skills within a regulated profession. Instructors will normally be required to hold registration within a professional regulatory body, and normally will not hold advanced academic qualifications (e.g. masters, doctoral or equivalent post-graduate degrees).
- 1.8 The parties agree that the rank of Lecturer is intended for positions in an academic unit where the professional, academic and/or clinical instruction requires advanced academic qualifications (e.g. masters, doctoral or equivalent post-graduate degrees) associated with the instructional activity.
- 1.9 The schedule of salaries defined in Article 18.3 for Instructors and Lecturers shall be amended in accordance with "Appendix A" attached to this MOA.
- 1.10 The parties agree to reintroduce the references to Instructor to the following Articles of the Collective Agreement:
- Inclusion of Instructor under the definition of faculty member.
  - Inclusion of Instructor under the list of positions listed in Article 13.3.2.1 - Purpose of limited term appointments.
  - Inclusion of Instructor under Article 18.2.3 – Career Development Increase as follows:  
  
"Instructor may receive 12 Career Development Increases of value defined in Article 18.3."
  - Inclusion of Instructor under Article 18.2.6.8 (ii) a) – Starting salary with a CDI count above the floor but within the appropriate rank of the candidate.

*Handwritten initials and signature in blue ink.*

- 1.11 To address the changes with respect to the salary schedule for Lecturers, the parties agree to amend Article 18.2.3 – Career Development Increase as follows:

“Lecturers may receive 12 Career Development Increases of value defined in Article 18.3.”

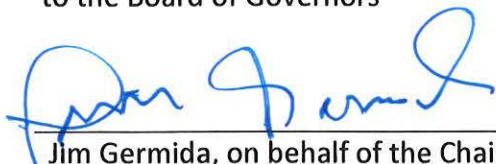
- 1.12 The parties agree to limit the number of new without term appointments to the rank of Lecturer or Instructor positions to a combined total of 30. This maximum excludes current university employees identified in a list provided to JCMA and who may be appointed to the rank of without term Instructor or Lecturer in accordance with the search and appointment procedures in the Collective Agreement within a period of three (3) years following the date of signing of this MOA. Thereafter, any appointments in excess of the 30 new without term appointments must be submitted to JCMA for approval.

- 1.13 The parties agree the terms of this MOA shall become effective as of the date of signing and the terms and conditions of the 2014-2017 Collective Agreement between the USFA and the University, as amended from time to time shall apply to Instructors and Lecturers except as modified by this MOA.

- 1.14 The terms of this agreement shall be incorporated into the 2014-2017 Collective Agreement.


Signing for the University:

  
Cheryl Carver, on behalf of the Secretary  
to the Board of Governors

  
Jim Germida, on behalf of the Chair  
to the Board of Governors

Signing for the USFA:

  
Allison Muri

  
Patricia Farnese

Date of signature and effective date of MOA: July 31, 2018.



## Appendix A

CDI Value:  
\$3,136  
Number of  
CDI's in  
ranks: 12

CDI Count	Instructor
12	\$99,565
11	\$96,429
10	\$93,293
9	\$90,157
8	\$87,021
7	\$83,885
6	\$80,749
5	\$77,613
4	\$74,477
3	\$71,341
2	\$68,205
1	\$65,069
0	\$61,933

CDI Count	Lecturer
12	\$115,245
11	\$112,109
10	\$108,973
9	\$105,837
8	\$102,701
7	\$99,565
6	\$96,429
5	\$93,293
4	\$90,157
3	\$87,021
2	\$83,885
1	\$80,749
0	\$77,613

PLF  
for  
PB  
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