

**MEMORANDUM OF AGREEMENT NO. 5  
FULL-TIME ACADEMIC POSITIONS FUNDED FROM SOURCES  
OTHER THAN THE UNIVERSITY OPERATING BUDGET**

1. Preamble

The University of Saskatchewan ("the Employer") and the University of Saskatchewan Faculty Association ("USFA") agree that this Memorandum of Agreement (MOA) is to govern the integration of former full-time, out-of-scope academic positions into the Collective Bargaining Agreement as a result of the Saskatchewan Labour Relations Board decision dated November 20, 2008 providing that all full-time academic employees of the University of Saskatchewan are members of the bargaining unit represented by the USFA.

The Employer agrees that when establishing academic positions funded from sources other than the University operating budget that the terms and conditions of the 2007-2009 Collective Agreement between the USFA and the Employer, as amended from time to time, shall apply in its entirety to such appointments except for the modifications noted in this MOA or as may be further agreed between the parties.

2. Modified Terms and Conditions Defined

For the purpose of interpreting this MOA, the following terms and conditions are defined:

- a) Continuing Status means the appointment of an employee to a full-time continuing position on probation or with continuing status that is supported by and dependent upon funds provided by a third party under a contract, grant or master funding agreement signed between the Employer and the third party. Such appointment shall continue subject only to the provisions relating to renewal of probation (Article 14), tenure (Article 15), resignation (Article 23), retirement (Article 24), discipline (Article 31), and notice as provided for under Section 2 b) of this MOA. Whenever the term "tenure" is used in the Collective Agreement, it shall be replaced by the words "continuing status" for those employees appointed to a fulltime continuing status position funded by a third party
- b) Notice of Termination of Continuing Status where Article 29 Does Not Apply. In the event that the third party funding agreement is terminated or the funding for the appointment is eliminated, the employee shall be given a minimum of six months written notice of termination of the appointment and an additional one month's notice for every year of service greater than six years, up to a combined maximum of 24 month's notice. At the Employer's discretion, notice may be given as working notice or salary in lieu of notice. An employee who has been given working notice may elect salary in lieu of notice. An employee working through the notice period is eligible to be considered for other faculty appointments and if recommended for appointment may transfer in accordance with the provisions of Article 28. Normally, any employee who accepts salary in lieu of notice may not hold another appointment to the University until the end of the notice period.
- c) Special Increases. Articles 17 and 18 shall apply. The awards for special increases for faculty members funded from sources other than the University operating budget will be included in the allocations specified in Article 18.2.4.2 but shall be paid from the same source of funds as their salary.
- d) Article 11, Assignment of Duties. Specific terms and conditions with respect to teaching, research or other duties that apply to a position funded from sources outside the operating budget shall be taken into account in determining the employee's assignment of duties.
- e) Article 22, Benefits. The provisions of Article 22 shall apply. Effective on the first day of the month following the date of signing of this MOA, employees currently enrolled in the 1999 Academic Pension Plan (Defined Benefit Plan) shall remain in the plan. All other eligible employees shall be enrolled in the 2000 Academic Money Purchase Pension Plan.

3. Revisions to Individual Letters of Appointment

The parties agree that individual letters of appointment will be provided to current employees in the following positions which shall describe the terms of their appointment, including academic rank and any other modifications mutually agreed to by the parties as described in Appendix A of this MOA. The USFA shall be provided with a copy of the letter of appointment.

#### 4. Positions Funded from Non-Operating Budget Funds

Saskatchewan Ministry of Agriculture Strategic Research Programs, Departments of Soil Science, Food and Bioproduct Sciences, and Animal and Poultry Science, College of Agriculture and Bioresources; Department of Agriculture and Bioresource Engineering, College of Engineering

*Types of Appointment, Article 13.3:*

Employees shall be appointed on probation or with continuing status.

*Sabbatical Leave, Article 20:*

Article 20 applies subject to the provision that the term sabbatical leave shall be replaced by the term research leave.

*Patents, Article 25:*

In accordance with the provisions of the Master Funding Agreement (MFA) the proceeds resulting from the commercialization of any intellectual property will be returned to the research group and the provisions of the MFA supersede the provisions of Article 25.

*Layoff & Severance, Article 29:*

Article 29 does not apply. The employees shall be entitled to notice provisions described in Section 2 b) of this MOA.

AFIF Chair in Agricultural Microbiology and Microbial Bioproducts, Department of Food and Bioproduct Sciences, College of Agriculture and Bioresources.

Beef Industry Chair, Department of Animal and Poultry Science, College of Agriculture and Bioresources.

*Types of Appointment, Article 13.3:*

Employees shall be appointed on probation or with continuing status.

*Sabbatical Leave, Article 20:*

Article 20 applies subject to the provision that the term sabbatical leave shall be replaced by the term research leave.

*Layoff & Severance, Article 29:*

Article 29 applies.

Agri-Food Innovation Fund (AFIF) Chair in Special Crops, Department of Plant Sciences, College of Agriculture and Bioresources

*Types of Appointment, Article 13.3:*

Employees shall be appointed on probation or with continuing status.

*Sabbatical Leave, Article 20:*

Article 20 applies subject to the provision that the term sabbatical leave shall be replaced by the term research leave.

*Patents, Article 25:*

The ownership of any intellectual property other than copyrighted materials developed by the Chair in Special Crops shall be determined by the terms of any third party grant or contract which provided funding to carry out the research which led to the development of the intellectual property.

*Layoff & Severance, Article 29:*

Article 29 applies.

AFIF Specialized Livestock Chair, Department of Large Animal Clinical Sciences, WCVI.

*Types of Appointment, Article 13.3:*

Employees shall be appointed on probation or with continuing status.

*Sabbatical Leave, Article 20:*

Article 20 applies subject to the provision that the term sabbatical leave shall be replaced by the term research leave.

*Layoff & Severance, Article 29:*

Article 29 does not apply. The employee shall be entitled to notice provisions described in Section 2 b) of this MOA.

Barbhold Chair in Information Technology, Department of Electrical Engineering, College of Engineering.

*Type of Appointment, Article 13.3:*

Employees shall be appointed to a probationary position leading to tenure and shall be seeking their first tenure track appointment.

*Layoff & Severance, Article 29:*

Article 29 applies.

Saskatchewan Healthy Living Services Research Chair in Substance Abuse (Substance Abuse Chair), Department of Sociology, College of Arts and Science.

Centennial Chairs, School of Public Health, School of Environment and Sustainability, Johnson Shoyama Graduate School of Public Policy.

*Types of Appointment, Article 13.3:*

Employees shall be appointed on probation or with tenure.

*Ranks and Salaries, Article 18:*

The holder of the Chair may be entitled to an annual salary stipend so long as the incumbent holds the title of Chair.

*Layoff & Severance, Article 29:*

Article 29 applies.

Saskatchewan College of Pharmacists, College of Pharmacy and Nutrition.

*Types of Appointment, Article 13.3:*

Employees shall be appointed without term.

*Layoff & Severance, Article 29:*

Article 29 does not apply. Article 13.3.4 applies.

Cameco Research Chair in Environmental and Aqueous Geochemistry, Department of Geological Sciences, College of Arts and Science.

*Types of Appointment, Article 13.3:*

Employees shall be appointed on probation or with tenure.

*Political Leave, Article 21.1:*

Incumbents shall not be entitled to political leaves.

*Layoff & Severance, Article 29:*

Article 29 applies.

George J. McLeod Chair in Geology (McLeod Chair), Department of Geological Sciences, College of Arts and Science.

*Types of Appointment, Article 13.3:*

Employees shall be appointed for a limited term not to exceed five years.

*Political Leave, Article 21.1:*

Incumbents shall not be entitled to political leaves.

Hadley Van Vliet Visiting Professorship in Agricultural Economics (Van Vliet Chair), Department of Bioresource Policy, Business and Economics, College of Agriculture.

*Types of Appointment, Article 13.3:*

Employees shall be appointed for a limited term not to exceed five years.

Ariel F. Sallows Chair in Human Rights (Sallows Professor of Human Rights), College of Law.  
Saskatchewan Law Foundation Chair, College of Law.

*Types of Appointment, Article 13.3:*

Employees shall be appointed for a limited term not to exceed five years.

Alberta Chair in Beef Cattle Health and Production Management, Department of Large Animal Clinical Sciences, WCVM.

*Type of Appointment, Article 13.3:*

Employee shall be appointed on probation or with continuing status.

*Sabbatical Leave, Article 20:*

Article 20 applies subject to the provision that the term sabbatical leave shall be replaced by the term research leave.

*Layoff & Severance, Article 29:*

Article 29 does not apply. The employee shall be entitled to notice provisions described in Section 2b) of this MOA.

5. Interpretation and Review Procedures

Employees may request a review of the application of the new terms and conditions of employment as described by this MOA within 90 days from the effective date of their appointment in-scope of the USFA, that is by January 31, 2010.

Any disputes concerning the interpretation of this MOA shall be resolved by agreement between the Employer and the USFA.

Jim Cheesman  
Signing for the Association

Cheryl Carver  
Signing for the Employer

Doug Chivers  
Signing for the Association

Carol Rodgers  
Signing for the Employer

Dated April 7, 2014