

COLLECTIVE AGREEMENT

BETWEEN

**THE BOARD OF GOVERNORS OF THE
SOUTHERN ALBERTA INSTITUTE OF
TECHNOLOGY**

AND

**THE ALBERTA UNION OF PROVINCIAL
EMPLOYEES - LOCAL 039**

JULY 1, 2017 – JUNE 30, 2020

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PREAMBLE

This Agreement made this _____18_____ day of _____July_____, 2019

BETWEEN:

The Board of Governors of the Southern Alberta Institute of Technology
(hereinafter referred to as the Employer)

of the first part

and

The Alberta Union of Provincial Employees
(hereinafter referred to as the Union)

of the second part

and

WHEREAS, the Union has the sole right to negotiate and conclude a Collective Agreement on behalf of the Support Staff Employees of the Board (being Local 039 of the Union) pursuant to the Public Service Employee Relations Act; and

WHEREAS, the Parties are mutually desirous of entering into a Collective Agreement, with the intent and purpose to promote a harmonious relationship between the Employees and the Employer, and to set forth in this Collective Agreement rates of pay, hours of work and conditions of employment, and

NOW THEREFORE, the Parties hereto mutually agree as follows:

ARTICLE 1

Definitions

1.01 In this Agreement, unless the context otherwise requires:

- (a) "Salary" means the regular rate of pay of an Employee based on the Employee's class and grade pursuant to Schedules "A", "B" and "C" of this Agreement;
- (b) "Apprentice" a person as defined within the *Apprenticeship and Industry Training Act* who is serving a special training period in the Government of Alberta Apprenticeship Program;
- (c) "Board" means The Board of Governors of the Southern Alberta Institute of Technology established by the Lieutenant Governor in Council to operate and control the Institute of Technology as described in the *Post Secondary Learning Act*;
- (d) "Dismiss" means to dismiss a person from employment with the Employer;
- (e) "Discipline" includes reprimands, suspension, demotion and dismissal;
- (f) "Designated Officer" means a person who is authorized on behalf of the Employer to deal with grievances;
- (g) "Employee" means a person employed by the Board under authority of the *Post- Secondary Learning Act* who is in the bargaining unit covered by this Collective Agreement pursuant to the *Public Service Employee Relations Act*, and is employed in one of the following categories:
 - (i) "Permanent Position" means a position established as such, the duties of which are of a continuing nature of indefinite extent and in which the incumbent is required to work on a full-time or part-time basis;
 - (ii) "Sessional Position" means a position established as such, the duties of which are performed on a full-time basis for specified periods of employment of a recurring nature not less than six (6) months and not more than twelve (12) months during the year;
 - (iii) "Temporary Position" means a non-recurring position established as such in which the incumbent is required for full time or part time employment for a definite period not to exceed two (2) years;
 - (iv) "Casual Employment" is employment on an hourly basis. Continuous full time casual employment shall not normally exceed six (6) months. The Employee shall be appointed to a temporary position if:
 - (1) the period of full-time continuous casual employment exceeds six (6) months, or
 - (2) the Employee had completed six (6) months of continuous full-time casual employment in a position and is reengaged

in full-time employment in the same position within thirty (30) calendar days of the cessation of a preceding period of full-time casual employment.

- (h) "Employer" means the Board or its designate as determined by the context of the Agreement;
- (i) "Full-time Employment" means employment in which an Employee is scheduled to work the normal hours of work for a class in this Agreement;
- (j) "Grade" means the steps assigned to a class within the salary grid;
- (k) "Hourly Rate" means the hourly rate established pursuant to Schedules "A", "B" and "C" for the Employee's normal hours of work, or the job rate in respect to Employees in casual employment;
- (l) "Increment" means the difference between one step and the next step within the same grade;
- (m) "Long Service Increment" means the step on the applicable salary grid which is next higher than the maximum step;
- (n) "Maximum Salary" means:
 - (i) the highest step of the highest grade assigned to a class; or,
 - (ii) the job rate where no grade has been assigned a class;
- (o) "Minimum Salary" means the lowest step of the lowest grade assigned to a class;
- (p) "Month" means a calendar month;
- (q) "Part-time Employment" means employment in which the employee is scheduled to work not less than one-half (1/2) the normal hours of work for a class in this Agreement;
- (r) "Pay Range" means a salary range established for each salaried classification in the bargaining unit;
- (s) "Step" means a single salary rate within the grade;
- (t) "Probationary Employee" means a person who during the initial period of employment is serving a probationary period;
- (u) "Local" means Local 039 of The Alberta Union of Provincial Employees;
- (v) "Union" means The Alberta Union of Provincial Employees;
- (w) "Union Steward" means an Employee in the bargaining unit who is elected or appointed by the Employees in the bargaining unit to act on behalf of those Employees;
- (x) "Work Day" means any day on which an Employee is normally expected to be at the place of employment;
- (y) "Demotion" means a transfer to a position with a lower maximum salary.

ARTICLE 2

Jurisdiction, Legislation and the Collective Agreement

- 2.01 Subject to Clause 2.02 and Article 3, the provisions of this Collective Agreement apply to all Employees of the Employer hired pursuant to the *Post Secondary Learning Act* and certified as a bargaining unit under the *Public Service Employee Relations Act*.
- 2.02 This Collective Agreement does not apply to students whose employment is contemplated by the curriculum of a course in which they are enrolled; persons employed under special or cost shared programs such as the Priority Employment Program, the Summer Employment Program or Federal-Provincial Programs. Employees hired under these programs shall not replace bargaining unit Employees.
- 2.03 In the event that any law passed by the Government of Alberta or Canada renders null and void, or reduces any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement and the Parties hereto shall negotiate, in accordance with the bargaining procedures of the Public Service Employee Relations Act, a satisfactory provision to be substituted for the provision rendered null and void, or reduced.
- 2.04 Where a difference arises out of the provisions contained in an Article of the Collective Agreement, and the subject matter is also covered in Employer regulations, guidelines or directives, the Collective Agreement shall supercede the regulation, guideline or directive.

ARTICLE 3

Application

- 3.01 This Collective Agreement applies to an Employee in a:
- (a) permanent position; and
 - (b) sessional position; and
 - (c) part-time position except where applicable, the provisions shall be applied on a pro-rata basis; and
 - (d) temporary position except that the following:
 - (i) Apprentices shall not have access to Article 25, Grievance Procedure, for termination of employment as a result of either:
 - (1) failure to comply with the terms and conditions of the Apprenticeship and Industry Training Act and/or regulations, or,
 - (2) the unavailability of trades positions upon completion of apprenticeship.
- 3.02 (a) Employees hired for casual employment will qualify for the terms and conditions of this Collective Agreement, except that the following shall not apply:

- (i) Article 20 Workers' Compensation Supplement
- (ii) Article 26 Casual Illness
- (iii) Article 27 General Illness
- (iv) Article 29 Long Term Disability
- (v) Article 30 Health & Wellness Plan Benefits
- (vi) Article 31 Insurance
- (vii) Article 32 Paid Holidays (except that 33.05(a) shall apply)
- (viii) Article 33 Annual Vacation Leave
- (ix) Article 34 Special Leave

(b) Casual Employees will be paid 14.2% of gross salary in lieu of annual vacation entitlement, statutory holiday entitlement and benefits covered in Articles 26, 27, 29 and 30.

(c) Casual Employees who are employed full time in continuous service and who have completed 1040 hours of work, will be granted up to three (3) days of casual sick leave with pay in each subsequent year of employment. Casual Employees who qualify for sick leave in accordance with this provision will not be required to requalify when breaks in their service extend for periods of less than thirty (30) calendar days providing they again become employed on a full time basis.

3.03 The masculine, the feminine, or both shall mean and include all gender, gender identity, and gender expression and similarly, the singular shall include the plural and vice-versa, as applicable.

ARTICLE 4

Management Recognition

4.01 The Union recognizes that all functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are retained by the Employer.

4.02 The Employer agrees that its management rights shall be exercised in a consistent manner.

ARTICLE 5

Union Recognition

5.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees covered by this Agreement. The Employer shall not recognize any Employee or group of Employees as representing the Union, nor shall the Employer enter into any separate Agreement(s) with an Employee, a group of Employees or a Union Steward which compromises the terms or conditions of employment contained in this Agreement without the prior written approval of the President of the Union.

5.02 The parties agree that there shall be no discrimination, interference, restriction,

coercion, or harassment exercised or practiced with respect to any Employee by reason of membership or legitimate activity in the Union.

- 5.03 The Employer will provide specific bulletin board space for use of the Union at locations on the Employer's premises which are accessible to Employees. Sites of the bulletin boards are to be determined by the Employer and the Union. Bulletin board space shall be used for the posting of Union information directed to its members. Should the content of the posting be deemed objectionable to the Employer, the Employer shall remove the posting.
- 5.04 The Employer will provide full access to electronic mail for use of the Union. The text of such information shall be submitted to Employee Services for approval prior to posting and a decision shall be provided within twenty-four (24) hours.
- 5.05 An Employee shall have the right to wear or display the recognized insignia of the Union, however, no such insignia larger than a lapel pin shall be worn on issue clothing or uniforms, nor shall an insignia be displayed on Employer's equipment or facilities.
- 5.06 (a) An Employee's "seniority date" shall be the date on which a Permanent, Sessional or Temporary Employee's continuous service commenced with the bargaining unit, including all periods of continuous service as a Casual, Sessional or Regular Employee.
- (b) Seniority shall not apply during the probationary period; however, once the probationary period has been completed, seniority shall be credited from the seniority date established pursuant to Article 5.06 (a).
- 5.07 Seniority shall be considered in determining:
- (a) preference of vacation time, subject to the provisions of Article 33: Annual Vacation Leave;
- (b) position abolishment, subject to the provisions of Article 12: Position Abolishment.
- 5.08 Seniority shall be considered broken, all rights forfeited, and there shall be no obligation to rehire:
- (a) when the employment relationship is terminated by either the Employer or the Employee;
- (b) upon the expiry of twenty-four (24) months following the date of layoff, if during which time the Employee has not been recalled to work;
- (c) if an Employee does not return to work, as provided in Article 12: Position Abolishment.
- 5.09 (a) The Employer will maintain a bargaining unit-wide seniority list, to be made available and provided to the Union annually on September 30th with a copy to the Local Chairperson for the administration of this collective agreement;
- (b) A copy of the seniority list will be provided to the Union following posting. The Union will have three (3) months in which to take issue with the

seniority list, otherwise, the seniority list will be deemed to be correct.

- (c) Should a difference arise regarding an Employee's seniority, the Parties shall exchange information necessary to establish accurate seniority. Where an Employee's information is satisfactory to the Employer, the seniority date shall be amended accordingly. If the Employee is unable to provide satisfactory proof, the strict provisions of article 5.06 will apply, based on the Employer's available records.

ARTICLE 6

Union Membership and Dues Checkoff

- 6.01 All Employees covered by this Agreement shall become members of the Union as a condition of employment. An Employee who has a religious objection to becoming a member of the Union shall be permitted to opt out of membership by providing the Union with a signed statutory declaration outlining the objection within sixty (60) consecutive calendar days from the date of commencement of employment, but such Employee shall continue to pay Union dues.
- 6.02 All Employees covered by this Agreement except those receiving Long Term Disability Insurance [LTD] benefits shall be required to pay Union dues. The Employer shall, therefore, as a condition of employment, deduct each month the amount of the Union dues as set by the Union from time to time from the pay of all Employees covered by this Agreement.
- 6.03 The Employer shall remit electronically to the Union, dues deducted from the pay of all Employees to an account specified by the Union by the first working day after the fifteenth calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month.
- 6.04 A monthly report of the deductions remitted is forwarded electronically to the Union and includes particulars indentifying each Employee, showing Employee number, Employee name, address, city, postal code, date of hire, department, position code, category, class number, gross pay and the amount of dues deducted. A monthly report of deductions remitted will also be forwarded electronically to the Local Chair, with the particulars aforementioned, excluding address, city, postal code, and gross pay. Further, the Employer shall provide to the Union, monthly, a list containing the name and last known address of current recipients of Long Term Disability Insurance and any other person(s) on leave.

The Employer shall notify the Local, monthly, of the names of new Employees and their Department, hired for positions in the bargaining unit.
- 6.04 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.
- 6.05 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

ARTICLE 7

Employer-Union Relations

- 7.01 The Employer will grant Union Representatives access to its premises for a specific purpose, provided prior approval has been obtained. When investigating a grievance for the purpose of meeting with the Grievor or the Grievor's immediate Supervisor, an appointment with the grieving Employee or the grieving Employee's immediate Supervisor will be obtained through Employee Services. The foregoing approval shall not be unreasonably denied.
- 7.02 Union membership meetings may be held on Employer premises with prior approval of the Employer and subject to the availability of facilities. Such permission will not unreasonably be denied.
- 7.03 The Parties agree to establish a joint Employee Management Advisory Committee (EMAC) to review, discuss and recommend matters referred by or of concern to either Party relating to this Agreement. The EMAC will comprise of a maximum of six (6) representatives; three (3) representative of Local 039: The Alberta Union of Provincial Employees and three (3) representative of the Employer. The parties may each appoint alternates to serve in the event of absence of a representative.
- The Parties shall advise each other of the names of representatives and alternates by July 1 of each calendar year.
- The EMAC shall be co-chaired between the parties, one co-chair appointed by the Local and one co-chair appointed by the Employer. The Committee shall meet as often as deemed necessary on the joint call of the co-chairpersons but at least monthly except July and August.
- The Committee may, subject to the terms of the Collective Agreement, make recommendations to the Union, the Local and the Employer.
- The Employer shall grant time off without loss of regular salary for the purpose of attending meetings of the Committee.

ARTICLE 8

Employer-Employee Relations

- 8.01 The Employer recognizes the Union Steward as an official representative of the Union.
- 8.02 The Employer acknowledges the right of the Union to appoint Employees in the bargaining unit as Union Stewards.
- 8.03 The Union shall determine the number of Union Stewards, having regard to the plan of organization, and the distribution of Employees at the workplace. When difficulties arise the Union and the Employer shall consult in order to resolve the differences. The Union will provide a list of union stewards for the purpose of grievance investigation by October 31 of each year.
- 8.04 The Employer shall provide all new Employees with the name and location of all Union Stewards, a copy of the Collective Agreement and a copy of the Employee's job description.

8.05 When a permanent Employee is dismissed the Employer shall notify the Chair of the Local in writing within five (5) days of the dismissal.

ARTICLE 9

Time off for Union Business

9.01 Subject to Clause 9.03, time off without loss of regular earnings will be provided for Union Officers and Members to conduct Official Union Business on the following basis:

- (a) Members of the Negotiating Committee, not to exceed three (3) in number, for time spent meeting with representatives of the Employer during the formal negotiation of a Collective Agreement and for Union preparatory meetings during these negotiations;
- (b) A Union Steward and complainant for time spent investigating a complaint; and a Union Steward and a grievor for time spent in discussing written grievances as outlined in the grievance procedure; and a Union Steward for time spent at a disciplinary interview;
- (c) For time spent meeting with the Employer at formal Safety Committee meetings during normal working hours, and for meetings of the Joint Work Site Health and Safety Committee as provided by the Occupational Health and Safety Act;
- (d) For time spent participating in Employer initiated Committees where the Employer deems that Local representation is required;
- (e) For time spent attending the Employer orientation for new Employees of up to one (1) Local Executive member.

9.02 Subject to Clause 9.03, time off, without pay, shall be provided to Union Members on the following basis:

- (a) Members elected as delegates to attend the Annual Convention of The Alberta Union of Provincial Employees;
- (b) Members designated as delegates representing the Union at Conventions of other Employee organizations;
- (c) Members designated to attend Union Seminars and Conferences;
- (d) Members of the Union Executive Committee, to attend meetings which are normally held monthly;
- (e) Members of the Provincial Executive of the Union, to attend general meetings which are normally held once every two (2) months;
- (f) Members of Provincial Executive Committees of the Union to attend Regular Committee Meetings normally held every two (2) months.
- (g) The Chairperson of the Local shall collectively be relieved of up to ten percent (10%) of an FTE (full time equivalent) to attend to Local Union business.

9.03 In all of the foregoing provisions time off shall be granted consistent with operational requirements. Such time off shall not be unreasonably denied. Employees shall normally provide five (5) work days advance notice when requesting time off. However, consideration shall still be given to requests where it is impossible to provide five (5) work days notice. Where such time off is granted for an indeterminate period the Employee shall communicate with the Employer on a daily basis in respect to the date of return.

9.04 To facilitate the administration of Clause 9.03, the Employer will grant the leave of absence, with pay and invoice the Union for the Employee's salary or the replacement salary costs, whichever is greater.

ARTICLE 10

Changes to Classifications

10.01 The Employer may alter classes, within the Classification Plan or establish new classes to the Plan and set salary scales related thereto during the term of this Agreement and shall notify the Union of any such changes.

10.02 If the Union is not in agreement with the salary set in accordance with Clause 10.01 it may, within twenty-one (21) calendar days of receipt of such notification, submit the matter as a grievance commencing at the 1st step.

10.03 The Employer shall provide the Union and the Local with a Classification Manual. The Employer shall provide all new Employees with a copy of the classification specification and a copy of the Employee's job description.

10.04 An Employee or the Employee's Supervisor who does not feel the Employee is correctly classified may apply for reclassification to Employee Services. A classification decision will be given to the Employee in writing within eighty (80) working days from the date of receipt in Employee Services.

10.05 If the Employee is not satisfied with the Classification decision rendered by Employee Services in Clause 10.04, the Employee may appeal the matter to the Classification Appeal Board by forwarding the Appeal to Employee Services within twenty-one (21) calendar days of receipt of the decision referred to in 10.04 above. A copy of the Appeal shall be forwarded to the Union by Employee Services within five (5) calendar days of receipt of the appeal.

10.06 (a) The Classification Appeal Board shall be appointed within thirty (30) calendar days of receipt of the appeal by Employee Services and shall consist of:

- (i) a representative appointed by the Employer;
- (ii) a representative appointed by the Union;
- (iii) a Chair selected by (i) and (ii) above;

(b) If the two members fail to agree on a Chair, either or both parties may request the Labour Relations Board to appoint a person as Chair. The Labour Relations Board shall be requested to appoint a person who has classification experience.

- 10.07 The Employer and the Union shall each bear the total costs of its appointee to the Classification Appeal Board and shall share equally the total costs of the Chair.
- 10.08 The Employer shall grant the Employee leave of absence with pay for the purpose of attending the Appeal Board Hearing.
- 10.09 The Classification Appeal Board shall within twenty (20) calendar days of its appointment convene and hear submissions from the parties concerning the Appeal.
- 10.10 The Classification Appeal Board shall establish its rules and procedures keeping in mind the principles of natural justice.
- 10.11 The Classification Appeal Board shall render its decision in writing within twenty (20) calendar days of the conclusion of the Hearing.
- 10.12 The decision of the Classification Appeal Board shall be final and binding on the Employer, the Union and on the Employee.

ARTICLE 11

Acting Incumbency

- 11.01 To be eligible for acting incumbency pay, an Employee shall be required to perform the principal duties of the higher level position for a minimum period of five (5) consecutive work days, during which time the Employee may also be required to perform some of the duties of the Employee's regular position. On completion of the minimum five (5) day qualifying period in an acting incumbency position, an Employee shall be eligible for acting incumbency pay for the total period of acting incumbency, including the five (5) day qualifying period. Acting provisions shall not apply where an Employee is designated only additional limited duties.
- 11.02 When an Employee qualifies in an acting incumbency position the Employee shall receive five (5%) percent of current salary in addition to regular salary or, subject to approval of the Employer, the minimum salary for the class in the higher level position.
- 11.03 It is understood that only one acting incumbent may be designated as a result of any one Employee's absence.

ARTICLE 12

Position Abolishment

- 12.01 The Employer will provide the Union ten (10) work days notice of an involuntary abolishment of a permanent employee's position (the "position abolishment).
- 12.02 Upon request by the Union, the Employer will meet to discuss available comparable positions as outlined in Article 12.05 and 12.06. Such request will be made in writing to Employee Services.
- 12.03 The parties agree that the Employer shall engage a sequential process when it determines that any position abolishment is necessary. The sequential process shall be as follows:

- (a) Step I - release of casual and temporary employees (excluding any casual or temporary employees providing coverage for: maternity leave, sick or general sick leave or project work cover off) and/or probationary employees in the impacted department.
- (b) Step II - voluntary separation of permanent employees in the impacted department.

If the necessary reductions are not achieved following implementation of Step I, the Employer will implement a voluntary separation program (the "program") for all eligible affected permanent employees in the impacted department. In exchange for entering into an Agreement with the Employer, wherein the employee agrees to irrevocably resign from their employment and execute a full and final release as against the Employer, the eligible employee shall receive a separation payment that shall be no less than the amount that an employee would have received had they received pay in lieu of notice in accordance with Article 12.03 and severance pay in accordance with Article 12.04.

The Employer retains the exclusive right to determine the length of time the Program will be open for acceptance in any particular circumstance.

If more employees apply pursuant to the Program than required, the Employer reserves the exclusive right to select the employees who will be accepted for the Program.

- (c) Step III - involuntary separation of permanent Employees.

If the necessary reductions are not achieved following the release of casual, temporary and probationary employees in accordance with Step I, as well as the voluntary separation of permanent employees in accordance with the Program in Step II, the Employer will then implement involuntary position abolishment(s) in accordance with Article 12.03 and sub-articles thereafter.

12.04 The Employer shall give permanent and sessional Employees with less than two (2) years of service at least ten (10) weeks' prior written notice or pay in lieu of notice or a permanent or sessional Employee with two (2) or more years of service, at least twelve (12) weeks' prior written notice that the Employee's position is being abolished.

12.05 If the Employee is given notice, the Employee may resign in writing and receive pay at the Employee's regular rate in lieu of the unexpired portion of the notice specified in Clause 12.04. If eligible, the Employee may retire pursuant to the Local Authorities Pension Act with such retirement to be effective on or after the date notice pursuant to Clause 12.04 expires. An Employee who at the end of the notice period specified in Clause 12.04 and has not been placed into another position, or who has exercised the right to retire or resign under the term of this Clause or has been paid in lieu of notice under the term of Clause 12.04 shall receive severance pay at the Employee's regular rate of three (3) weeks per year of service after five (5) years of service to maximum of forty-eight (48) weeks, plus an additional four

(4) weeks pay for twenty (20) or more years of service.

12.06

A permanent Employee who:

- (a) has more than one (1) year of continuous employment immediately preceding the notice of position abolishment; and,
- (b) has the ability to perform the duties and to assume the responsibilities of a comparable position with a comparable salary with the Employer, or the potential for job training that will enable the Employee to perform the duties and to assume the responsibilities of the comparable position; and,
- (c) has not resigned in writing or retired or who has not received severance pay, pursuant to Clause 12.04;

shall accrue the rights set out in the following Clauses.

12.07

An Employee whose position is declared abolished and for whom the Employer has not arranged continuing other employment with the Employer shall be eligible for:

- (a) payment of the Employee's regular salary when on approved job training pursuant to Sub-Article 12.06(b); and/or,
- (b) for placement through limited competition as follows:
 - (i) during the notice periods pursuant to Clause 12.04, the department shall fill all available comparable positions in the same general functional area through competitions limited to those Employees whose positions have been declared abolished. The Employer shall undertake to notify those Employees of all such available positions;
 - (ii) when an entire unit is ceasing operations, or where no alternate position is available to the Employee of each abolished position under (i), the Employer shall fill all available comparable positions in the same general functional area throughout the Institution by operating competitions limited to such Employees;
 - (iii) where no alternate position is found for one (1) or more Employees under paragraph (ii), and the notice period(s) pursuant to Clause 12.04 has expired for such Employee(s), said Employee(s) may be released from their employment with the Employer;
 - (iv) Employee(s) released from their employment under paragraph (iii) shall be vested with the right to be appointed to the first available comparable position(s) within the same general functional area through competition limited to such Employee(s); such vesting to last one hundred and eighty (180) consecutive calendar days commencing with the day following notification as per 12.04; the Employer shall undertake to notify those Employee(s) of all such available positions.

12.08

Throughout the application of this Article, Employees shall be eligible for available positions in order of qualifications, except that where two (2) or more Employees

have relatively equal qualifications, they shall be eligible for positions in order of their seniority.

- 12.09 Under the application of this Article, an Employee placed into a position which has a maximum salary rate less than the salary rate the Employee was receiving upon the date of position abolishment shall have such salary rate maintained over-range, exclusive of any salary modifier, but inclusive of negotiated over-range adjustments until such time as the negotiated maximum salary rate for the new position equals or surpasses the Employee's existing salary rate.
- 12.10 An Employee who accepts a position with a lower maximum salary pursuant to Clause 12.09, shall retain vested rights pursuant to Clause 12.07.
- 12.11 An Employee who refuses without good and satisfactory reason to accept an alternate position in the same general functional area, with the same or a higher maximum salary as the position the Employee was in upon position abolishment, shall forfeit all vested rights pursuant to Clause 12.07.
- 12.12 All reasonable associated expenses related to job training pursuant to Clause 12.06(b), or competitions pursuant to Clause 12.07, shall be paid by the Employer in accordance with the Subsistence and Travel Allowance Regulation.
- 12.13 During the period of notice of position abolishment pursuant to Clause 12.04, the Employer will allow the affected Employee a reasonable amount of time off with pay to be interviewed by prospective Employers.

ARTICLE 13

Attendance

- 13.01 An Employee who is absent from duty without prior authorization shall communicate daily the reasons for such absence to the Employee's Department Head and/or Supervisor at the Employee's place of work not less than one (1) hour prior to the Employee's normal starting time.
- 13.02 An Employee on authorized leave of absence and/or illness for an indeterminate period, shall notify the Employee's Department Head and/or Supervisor at the Employee's place of work of the Employee's intention to return to work in the following manner:
- (a) an Employee reporting for day work shall give notice during the preceding work day,
 - (b) an Employee reporting for work on an afternoon or a night shift shall give notice no later than noon of the day immediately preceding the return to work.
- 13.03 An Employee who is on a leave of absence of twenty (20) work days or more, and who wishes to return to work prior to the expiration date of a leave of absence for a fixed period shall notify the Employee's Department Head or designate at the Employee's place of work at least five (5) clear work days prior to the desired date of return.
- 13.04 Time limits pursuant to Clauses 13.01, 13.02 and 13.03, shall be waived when it can

be established that the Employee, for acceptable reasons, was unable to contact the Employee's Department Head, designate, and/or Supervisor, within the time limits specified.

13.05 An Employee is required to provide the Employer with ten (10) work days prior written notice of resignation to resign in good standing.

13.06 An Employee who is absent from employment and who has not informed the Employer shall, after three (3) consecutive work days of such unauthorized absence be considered to have abandoned the Employee's position and will be deemed to have resigned unless it is subsequently shown by the Employee that special circumstances prevented the Employee from reporting to the Employee's place of work.

ARTICLE 14

Hours of Work

14.01 The normal hours of work for Employees covered by this Collective Agreement shall be:

- (a) thirty-six and one quarter (36 1/4) hours per week, or,
- (b) thirty-eight and three quarter (38 3/4) hours per week, or,
- (c) forty (40) hours per week, or,
- (d) the equivalent of (a), (b), (c) above on a monthly, quarterly or annual basis.

14.02 All Employees covered by this Collective Agreement shall normally receive two (2) fifteen (15) minute paid rest periods in each work period of more than six (6) hours, one (1) period to be granted before the meal break and one (1) to be granted after. An employee working a shift of more than three (3) hours but not more than six (6) hours shall be granted one (1) rest period per shift. Rest periods shall be taken at the work site and shall not be granted within one (1) hour of commencement or termination of a work period.

14.03 A meal period of not less than one-half (1/2) hour and not more than one and one-half (1 1/2) hours shall be granted to all Employees at approximately the mid-point of each work period that exceeds four (4) hours. Such meal period shall be without pay except as provided in 14.04.

14.04 Any Employee who is directed by the Employee's supervisor to remain at the Employee's station of employment due to specific assignment during the Employee's meal period shall be compensated for such meal period at the applicable overtime rate.

14.05 The Employer shall not schedule the commencement of a shift within eight (8) hours of the completion of the Employee's previous shift.

ARTICLE 15

Overtime

15.01 An Employee may be required to work hours beyond regularly scheduled hours to overcome unexpected work loads and to meet extraordinary situations. Such

overtime shall be authorized by the Employer.

- 15.02 An Employee may occasionally be required to work extra time, up to fifteen (15) minutes, immediately following closing time, or to brief an oncoming shift, without payment. However, if the extra time exceeds fifteen (15) minutes, a minimum of one-half (1/2) hour overtime compensation will be paid, with compensation thereafter in accordance with Clause 15.07.
- 15.03 An Employee who has been authorized to work overtime and who is employed in a classification that is not excluded from premium overtime payment shall be compensated as follows:
- (a) Subject to Clause 15.07, for overtime hours worked on a regularly scheduled work day at time and one-half (1 1/2) the regular hourly salary for the first two (2) hours worked in excess of the regular daily hours, and at double (2X) the regular hourly salary for overtime hours worked in excess of two (2) hours.
 - (b) For overtime hours worked on day(s) of rest:
 - (i) at time and one-half (1 1/2) the regular hourly salary for the first three (3) hours worked on a regularly scheduled first day of rest and at double (2X) the regular hourly salary for hours worked in excess of three (3) hours.
 - (ii) at double (2X) the regular hourly salary for all hours worked on subsequently scheduled day(s) of rest in that rest period, providing that some overtime hours have been worked on previously scheduled day(s) of rest in that rest period.
 - (c) For purposes of this Sub-Clause, authorized travel on Employer business shall be considered working hours and when authorized outside of normal working hours, or on a paid holiday, or on a regularly scheduled day of rest, the overtime rates of this Sub-Clause shall apply except that an Employee shall not be compensated for travel spent proceeding to and from usual place of work and residence.
- 15.04 Compensatory time off with pay in lieu of a cash settlement may be claimed by the Employee. However, time off accumulated as a result of overtime worked shall be taken at a mutually agreeable time prior to the end of that fiscal year or paid out in cash at the expiration of that fiscal year.
- 15.05
- (a) An Employee who is required to attend a training course or seminar on a regularly scheduled day of rest, shall be granted equivalent time off in lieu at some other time, or if impractical to grant time off, shall be paid at straight time rates for the hours spent on training to a maximum of normal daily hours of work for that period.
 - (b) An Employee who is required to attend a training course or seminar which necessitates travel outside of the area shall be compensated at straight time rates for the actual hours spent in travel, provided such travel time is in excess of normal daily or weekly hours of work.

- 15.06 Overtime payment or compensatory time off shall be calculated to the nearest quarter hour and shall not be allowed twice for the same hours.
- 15.07 Overtime pay shall be calculated from the annual salary and shall be subject to any retroactive change to that rate.
- 15.08 Part-time Employees working less than the normal hours per day of full time employment, and who are required to work longer than their regular working day, shall be paid at the rate of straight time for the hours so worked up to the normal hours for full time Employees in the working day, after which the overtime provisions of Clause 15.03 or 15.09 shall apply.
- 15.09 Employees who volunteer to work catering hours outside of their normal regular scheduled hours shall be paid at time and one-half (1 1/2) the catering hourly salary for all hours worked. Part-time employees will be paid overtime as per Clause 15.08.

ARTICLE 16

Shift Differential

- 16.01 Where, because of operational requirements, the hours of work of Employees are scheduled into shifts, Employees shall be paid a shift differential of one dollar and seventy-five cents (\$1.75) per hour in addition to the regular rate of pay where the majority of the hours in such shift falls within the period of 4:00 p.m. and 8:00 a.m.
- 16.02 For the purposes of this Article, a shift refers to the daily equivalent of the normal hours of work as set out in Clause 14.01. A casual or part-time Employee who works less than the daily equivalent of the normal hours of work shall not be entitled to shift differential.
- 16.03 At no time shall shift differential be included with the Employee's regular rate of pay for purposes of computing overtime payments, other premium payments, or any Employee benefits.

ARTICLE 17

Call Back Pay

- 17.01 Subject to Clause 17.03, when an Employee is recalled by the Employee's supervisor to a place of work for a specific work assignment in excess of two (2) hours, the Employee shall be paid at the applicable overtime rate.
- 17.02 Subject to Clause 17.03, an Employee who is called back to duty and works two (2) hours or less shall be compensated at straight time rates for a minimum of three (3) hours.
- 17.03 There shall be no minimum guaranteed compensation nor compensation for time spent travelling if the call back is contiguous with a normal working period.

ARTICLE 18

Reporting Pay

- 18.01 A casual or a part-time Employee who has agreed to work additional shifts shall be paid a minimum of three (3) hours pay at the Employee's hourly rate when an

expected work period is cancelled and the Employee was not notified of such cancellation on or before the day prior to the cancelled work period.

ARTICLE 19

Standby Pay

- 19.01 When an Employee is designated to be immediately available to return to work during a period in which the Employee is not on regular duty, the Employee shall be paid the amount of one-half (1/2) hour's pay at the Employee's regular rate for each four (4) hours on standby or major portion thereof on a day that is not a paid holiday. For standby on a paid holiday the payment shall be one (1) hour's pay at the regular rate for each four (4) hours on standby or major portion thereof.
- 19.02 When an Employee, while on standby, is unable to report to work when required, no compensation shall be granted for the total standby period.
- 19.03 When an Employee is called back during a period in which the Employee was on standby, the Employee shall be compensated pursuant to Clause 19.01 for the hours the Employee was on standby and paid pursuant to Article 17 for the hours worked on call back.
- 19.04 An Employee shall not normally be required to standby on two (2) consecutive weekends or two (2) consecutive Paid Holidays, where other qualified staff are available.

ARTICLE 20

Workers' Compensation Supplement

- 20.01 If an Employee sustains an injury in the course of the Employee's duties with the Employer which causes the Employee to be absent from work and as a result is eligible to receive Workers' Compensation, the Employee shall be paid the Employee's regular full salary during the period the Employee is required to remain off work up to eighty (80) consecutive work days.
- 20.02 If the Employee has not returned to work due to injury before the eighty (80) day period has expired, the Employee shall then be paid according to the rate prescribed by the Workers' Compensation Act and shall be paid any benefit to which the Employee might be entitled under the provisions of the Long Term Disability Plan.
- 20.03 The eligibility period specified in Clause 20.01 shall not apply in the event of a recurrence of a disability due to a previously claimed injury, payable under this supplement, unless the Employee has not used the total eligibility period in which case the unexpended period of eligibility may be applied.
- 20.04 When a day designated as a paid holiday under Article 32 falls within a period of time an Employee is eligible to receive Workers' Compensation Supplement, it shall be counted as a day of Workers' Compensation Supplement, and under no circumstances shall an Employee receive any additional entitlement in respect of that day.

20.05 An Employee who is injured on the job during working hours and who is required to leave the job site for treatment, or is sent home as a result of such accident or injury, shall not suffer loss of pay for that day's work, regardless of the time of injury. That day shall not be deducted from the eligibility period specified in Clause 20.01.

20.06 The Parties agree that the Workers' Compensation Supplement is intended only for the purpose of protecting an Employee from loss of income while the Employee is unable to work because of injury.

ARTICLE 21

Probationary Period

21.01 An Employee in a permanent, temporary or sessional position shall serve an initial probationary period of six (6) months.

21.02 The probationary period for an apprentice shall be twelve (12) months.

21.03 An Employee who has previously been employed by the Employer may, at the discretion of the Employer, have such previous employment considered as part of the probationary period as specified for the classification.

21.04 Where the probationary Employee's performance is unsatisfactory, the Employee will be informed of such unsatisfactory performance prior to the last third (1/3) of their probationary period. It is clearly understood by the parties that a grievance arising under this Sub-Clause shall be limited to Level 2 of the grievance procedure. The decision of the Designated Officer at Level 2 shall be final and binding on the Employee, the Union and the Employer.

ARTICLE 22

Cashier Policy

22.01 An Employee shall not be required to make up cash shortages in the course of their employment.

ARTICLE 23

Personal File

23.01 Access to an Employee's personal file shall be provided to the Employee or the Employee's authorized representative, in the presence of the Employer, upon request, and within a reasonable time, once in every year and in the event of a grievance or complaint. The Employee may request that a representative of the Union or Local be present at the time of such examination.

23.02 The personal file referred to in this Article is the personal file of an Employee maintained by the Employer in Employee Services. Except as provided hereinafter, this file shall contain copies of all documentation pertaining to the Employee. No information pertaining to interview records, reference checks, or confidential information related to a diagnosis or prognosis concerning Employee eligibility for Long Term Disability Insurance or an assessment of an Employee by the Employee Assistance Program shall be contained in this file.

ARTICLE 24

Disciplinary Action

- 24.01 An Employee may be disciplined or dismissed for just cause.
- 24.02 When an Employee is disciplined and the discipline is to be a matter of record, that Employee shall be informed in writing as to the reason(s) for such action.
- 24.03 An Employee who is to be interviewed on any disciplinary action shall be notified of the time and place of the interview. The Employee has the right to be accompanied by a Union representative or Union Steward.
- 24.04 An Employee who has been subjected to disciplinary action may, after twenty-four (24) months of continuous service from the date the disciplinary action was invoked, request that the Employee's personal file be purged of any record of the disciplinary action. Such request will be granted providing:
- (a) the Employee's file does not contain any further record of disciplinary action during that twenty-four (24) month period, and
 - (b) the disciplinary action is not the subject of an unresolved grievance.

ARTICLE 25

Grievance Procedure

- 25.01 (a) "Days" means working days,
- (b) A grievance is a complaint regarding:
- (i) alleged unjust treatment, sexual harassment, or discrimination;
 - (ii) alleged unfair working conditions;
 - (iii) the dismissal of a Probationary Employee or an Employee in a Casual or Temporary Position or a letter of reprimand;
 - (iv) an overall performance rating of unsatisfactory;
 - (v) any disciplinary action involving financial penalty, other than one described in (b)(iii) above or the application, interpretation or any alleged violation of this Agreement or on any other matter involving financial penalty other than one described in (b)(iii) above.

Grievances on (iii) above may be processed to Level 2 only.

The parties agree that neither party should be required to defend itself in multiple forums. In the event that an employee or either party to this agreement files a complaint to the Alberta Human Rights Commission on the same or substantially the same facts and circumstances as those advanced under any grievance under this Article, the grievance will be deemed abandoned.

- 25.02 (a) When a grievance arises it shall be dealt with in the manner outlined in the following Clauses except that a grievance may not be presented on a matter where an appeal procedure is already provided:

- (i) classification.

25.03 Problem Solving

An Employee whenever reasonably practical to do so shall first discuss the subject of a proposed grievance with their immediate exempt Supervisor in an attempt to resolve the matter. A Union Steward may accompany and assist the Employee at this stage. If an employee engages in problem solving in accordance with this sub-article then the timeline for submission of a grievance in accordance with Article 25.04 Level I shall be extended to fifteen (15) days.

25.04 Level 1:

- (a) An Employee shall submit in writing the subject of the proposed grievance within ten (10) days of the date upon which the employee had the first reasonable opportunity of knowing that a grievance had allegedly occurred to the Employee's Dean/Director in an attempt to resolve the matter. A Union Steward and/or Union Representative at the request of the employee, may accompany and assist the employee at this stage.
- (b) If the matter is not resolved within five (5) days of the date of submission of the proposed grievance, the employee may advance the grievance to the Designated Officer at Level 2 of the grievance procedure within ten (10) days.

25.05 Level 2:

- (a) Subject to 25.04(b) if a settlement is not reached at Level 1, the aggrieved employee may present the employee's grievance in writing at Level 2 of the Grievance Procedure setting forth:
 - (i) the nature of the grievance and the circumstances from which it arose;
 - (ii) the remedy or correction requested;
 - (iii) the Article or Articles of the Collective Agreement alleged to have been misapplied or violated.
- (b) The Designated Officer shall submit a written reply to the Employee within ten (10) days of the receipt of the grievance.

25.06 Level 3 - Arbitration

- (a) If a settlement is not reached at Level 2 and the grievance is one eligible for consideration by an Arbitration Board, the aggrieved employee may present the grievance at Arbitration providing that:
 - (i) the aggrieved employee has the approval of the Union.
- (b) Subject to 25.06(a), either party wishing to submit a grievance to an Arbitration Board shall notify the other party in writing within ten (10) days of the response from Level 2 of its intention to do so and name its appointee to the Arbitration Board, or state its desire to consider the appointment of a single adjudicator.

25.07

Time Limits and Procedure:

- (a) When the aggrieved Employee fails to process a grievance within the time limits specified in Clauses 25.04, 25.05 and 25.06, the employee shall be deemed to have abandoned the grievance.
- (b) When the immediate manager or designated officer receiving a grievance fails to process the grievance within the time limits specified in Clauses 25.04 and 25.05, the aggrieved Employee shall automatically be eligible to advance the grievance to the next higher level, except that a grievance relative to the dismissal, suspension or demotion of a probationary employee is ineligible for presentation to Level 3.
- (c) A grievance or a reply shall be dated the date it was delivered.
- (d) The time limit to file or respond to a grievance may be extended by mutual written agreement between Employee Services and the Union or Local.
- (e) A formal grievance may be submitted to the Designated Officer, or
 - (i) to Employee Services, or
 - (ii) by registered mail, or
 - (iii) by fax to Employee Services.
- (f) The Designated Officer shall submit a written reply to the employee, with a copy to the Union within ten (10) days of the receipt of the grievance.
- (g) When a grievance is processed by registered mail, the grievance shall be deemed to have been submitted on the day on which it was registered by the aggrieved. Similarly, the Designated Officer shall be deemed to have submitted a reply at any level on the date on which the letter containing the reply was registered. The time limit within which the aggrieved may submit the grievance to the next higher level shall be calculated from the date on which the Designated Officer's reply was delivered to the address shown on the grievance form.

25.08

Replies by Designated Officer:

The reply from the Designated Officer shall contain the reason(s) for acceptance or denial of the grievance.

25.09

Variance from Normal Grievance Procedure:

Subject to filing a grievance, said grievance may be advanced beyond Level 2 to Level 3 - Arbitration by mutual written agreement between the Associate Vice President of Employee Services or designate and the Union.

25.10

Meetings During Grievance Procedure:

- (a) A Union Steward shall not leave their place of work to discuss a grievance with representatives of the Employer or an aggrieved Employee during working hours without first obtaining permission from the Union Steward's immediate supervisor to do so.

- (b) An aggrieved Employee who wishes to discuss the grievance with representatives of the Employer shall obtain the permission of the Employee's immediate supervisor before leaving their place of work for this purpose and shall report back to the immediate supervisor before resuming normal duties.
- (c) An authorized Union Representative shall not enter a place of work to discuss a grievance with an aggrieved Employee or Employees without first obtaining permission from the Manager of Employee Services or designate.
- (d) The employer or the aggrieved or their delegates may request that a written grievance be discussed at Level 2 of the Grievance Procedure. The aggrieved's request for discussion shall not be unreasonably denied. This discussion shall be recognized as the employee's opportunity to clarify the circumstances surrounding the employee's grievance. A Union Steward and/or Union Representative shall be allowed to be present to assist the employee at any of these discussions if requested. When a request for discussion has been approved, leave with pay shall be allowed to the aggrieved and an accompanying Union Steward.

25.11

Arbitration Board Structure:

- (a) The Arbitration Board shall consist of:
 - (i) a member representing the Union,
 - (ii) a member representing the Employer,
 - (iii) a Chair selected by (i) and (ii) above,
 - (iv) if either party fails to appoint a person as a member of the Board or,
 - (v) if the two members fail to agree on a Chair,
 - (vi) either or both parties may request the Labour Relations Board to appoint a person as a member or as member and Chair as the case may be.
- (b) The Employer and the Union shall have the option of mutually referring a grievance eligible for consideration by the Arbitration Board to a Single Arbitrator who shall be constituted as the Arbitration Board.
- (c) The Employer and Union nominee for Arbitration Board members shall not be an Employee in the department involved in the grievance nor an Employee of Employee Resources of the Employer.
- (d) The Employer and the Union shall each bear the total costs of its appointee to the Arbitration Board and shall share equally the total costs of the Chair.
- (e) The Employer shall grant the aggrieved Employee leave of absence with pay for the purpose of attending the Board hearing of the grievance.
- (f) The Employer shall grant leave of absence to attend the Board hearing:
 - (i) with pay for witnesses who are Employees of the Employer and

who are called by the grievor, and

- (ii) without pay for the Union-appointed member of the Arbitration Board, if employed by the Employer.
- (g) To facilitate the administration of Sub-Clause (f), part (ii) of this Article, the Employer will grant the leave of absence with pay and invoice the Union for the total costs incurred.

25.12 Arbitration Board Procedures:

- (a) Within ten (10) days, or as soon as reasonably possible, of receipt of a grievance the Chair shall convene a Board and advise the Employer and the Union of the hearing date. At the Board hearing, the Employer may be represented by the President of the Institute or the Department Head or the Employer's designate(s); the aggrieved Employee may be represented by the President of the Union or the President's designate(s).
- (b) Where a grievance is heard by a three (3) member Board, the decision of the majority of the members is the award of the Board, but if there is no majority, a decision of the Chair governs and the Chair's decision is the award of the Arbitration Board.
- (c) The Chair shall submit a report on the findings and the decision of the Board, within ten (10) days, or as soon as reasonably possible, following the completion of the hearing to:
 - (i) the President of the Institute
 - (ii) the President of the Union
 - (iii) the aggrieved Employee, and
 - (iv) the Associate Vice President of Employee Services or designate.

25.13 Powers of the Arbitration Board:

- (a) The Arbitration Board shall neither add to, detract from, nor modify the language of any Article of the Collective Agreement.
- (b) The Board shall expressly confine itself in its award to the precise issue submitted to the Board and shall have no authority to make a decision on any other issue not so submitted to it.
- (c) Where disciplinary action against an Employee is involved, the Arbitration Board may vary the penalty as the Board considers fair and reasonable.

25.14 Decision of the Board:

The decision of the Arbitration Board shall be final and binding on the Employer, the Union and on all Employees affected by the Collective Agreement.

25.15 Policy Grievances:

- (a) Where the Union by way of a grievance signed by the President of the Union, or the Employer by way of a grievance signed by the President of SAIT, seeks to enforce an obligation that is alleged to arise out of this

Agreement; and,

- (b) The obligation, if any, is not an obligation which may be the subject of a grievance of an Employee. The grievance shall be filed at Level 2 of the grievance procedure within thirty (30) days of the date which the Union or the Employer had the first opportunity of knowing that a grievance had allegedly occurred.

25.16 Group Grievances:

A group grievance may be initiated by more than one aggrieved Employee provided that all aggrieved Employees are grieving the identical issue and all aggrieved Employees who are grieving have signed the grievance form. Grievances initiated by more than one aggrieved Employee and meeting the above criteria shall be dealt with in accordance with Clauses 25.01 to 25.14 inclusive. Withdrawal or abandonment of one individual grievance by an Employee does not jeopardize the position of the remaining grievors.

ARTICLE 26

Casual Illness

26.01 "Casual Illness" means an illness which causes an Employee to be absent from duty for a period of three (3) consecutive work days or less.

26.02 (a) If an Employee is ill at work, provided the Employee works one (1) hour in a half day that the Employee is absent for the purpose of illness, such absence shall neither be charged against the casual illness entitlement, nor shall a deduction in pay be made for the time lost in the half day in which the Employee became ill.

(b) If an Employee requires time off for the purposes of attending a dental, physiotherapy, optical or medical appointment, provided the Employee has been given prior authorization by the Employer and works two (2) hours in a half day that the Employee is absent for the purpose of attending such appointment, such absence shall neither be charged against the casual illness entitlement, nor shall a deduction in pay be made for the time lost in the half day in which the Employee attended the appointment.

26.03 For purposes of this Article, a half day is that period between the start of the scheduled work period and the mid-point of the work period or between the mid-point of the work period and the end of the scheduled work period.

26.04 An Employee in the first year of employment shall be granted a maximum of ten (10) work days of casual illness leave with pay if the Employee commences employment prior to July 1 and a maximum of five (5) work days if the Employee commences after July 1 of that year. For each subsequent calendar year of employment the Employee shall be eligible for a maximum of ten (10) work days of casual illness leave with pay. Each day or portion of a day, of casual illness used, within a calendar year of service, shall be deducted from the remaining casual leave entitlement for that calendar year of service.

26.05 This Article is subject to Article 28.

ARTICLE 27

General Illness

- 27.01 "General Illness" means an illness which causes an Employee to be absent from duty for a period of more than three (3) consecutive work days but shall not exceed eighty (80) consecutive work days. General Illness Leave shall be in addition to any Casual Illness Leave entitlements specified in Article 26.
- 27.02 An Employee at the commencement of each year of employment shall be entitled to General Illness Leave at the specified rates of pay in accordance with the following Sub-Clauses, and the application of such General Illness Leave shall be as set out in accordance with Clause 27.03:
- (a) Illness commencing in the first month within the first year of employment; no salary for each of the first ten (10) work days of illness and thereafter 70% of normal salary for seventy (70) work days of illness.
 - (b) Illness commencing in the first year of employment, but following the first month of employment; 100% of normal salary for each of the first ten (10) work days of illness and 70% of normal salary for each of the next seventy (70) work days of illness.
 - (c) Illness commencing in the second year of employment; 100% of normal salary for each of the first fifteen (15) work days of illness and 70% of normal salary for each of the next sixty-five (65) work days of illness.
 - (d) Illness commencing in the third year of employment; 100% of normal salary for each of the first twenty-five (25) work days of illness and 70% of normal salary for each of the next fifty-five (55) work days of illness.
 - (e) Illness commencing in the fourth year of employment; 100% of normal salary for each of the first thirty-five (35) work days of illness and 70% of normal salary for each of the next forty-five (45) work days of illness.
 - (f) Illness commencing in the fifth year of employment; 100% of normal salary for each of the first forty-five (45) work days of illness and 70% of normal salary for each of the next thirty-five (35) work days of illness.
 - (g) Illness commencing in the sixth or any subsequent years of employment; 100% of normal salary for each of the first sixty (60) work days of illness and 70% of normal salary for each of the next twenty (20) work days of illness.
 - (h) For purposes of Clause 27.02 "employment" includes salaried employment and also any prior employment on wages provided that there is no break in service.
- 27.03 (a) Subject to Clause 27.03(b), an Employee upon return to active work after a period of general illness of less than eighty (80) consecutive work days will have any illness leave days used for which normal salary was paid at the rate of 100%, reinstated for future use at the rate of 70% of normal salary, within the same year of employment. General Illness Leave days used for which normal salary was paid at the rate of 70% shall be reinstated for

future use within the same year of employment, at the rate of 70% of normal salary.

- (b) Such reinstatement shall only occur where an Employee has not taken any general illness leave for the same or related illness during the first ten (10) consecutive work days following the date of return to active work.

27.04 For purposes of this Article, the maximum period of continuous absence recognized shall be eighty (80) consecutive work days. Absences due to illness or disability in excess of that period shall be subject to Article 29.

27.05 Notwithstanding Article 26 or Clause 27.02, an Employee is not eligible to receive sick leave benefits under this Article or Article 26 if the absence is due to an intentional self-inflicted injury.

27.06 When a day designated as a Paid Holiday under Article 32 - Paid Holidays falls within a period of general illness it shall be counted as a day(s) of general illness and under no circumstances shall an Employee receive any additional entitlement in respect of that day.

27.07 This Article is subject to Article 28.

ARTICLE 28

Proof of Illness

28.01 The Employee may be required to provide proof of illness upon return to work, where reasonable doubt exists in respect to the purpose of an absence claimed to be due to illness. Such proof may take the form of a medical certificate or a sworn statutory declaration. Where there is a discernable pattern of misuse the Employer shall have the option to require a medical certificate. An Employee shall be advised of the requirement to provide a medical certificate prior to the Employee's return to work. The Employer may also require the Employee to submit proof of attendance at a medical, dental, physiotherapy, or optical appointment when time off from work is granted to attend such appointments.

If the documentation in any of the prescribed form(s) outlined in Clause 28.01 above is required by the Employer for proof of illness or return to work, the Employer shall reimburse the Employee for all the costs charged by the Physician associated with completion of any of the additional documentation to a maximum amount of seventy-five dollars (\$75.00) per request.

28.02 The Employee shall provide a medical certificate using prescribed SAIT documentation for any absence under Article 27 (General Illness) after ten(10) days.

- (a) Failure to provide proof of illness or the required medical certificate may result in the denial or delay of general illness benefits.

28.03 The Employers designated representative may require that an Employee be examined by an Independent Medical Examiner (IME) and provide all pertinent medical information as it pertains to the Employee's work abilities and/or limitations:

- (a) in the case of prolonged or frequent absence due to general illness, or,
- (b) when it is considered that an Employee is unable to satisfactorily perform the Employee's duties due to disability or illness.
- (c) when additional information is required to assess fitness for a return to work or a workplace accommodation.
- (c) the report of the IME to the SAIT Wellness Advisor shall be limited to the conclusions and recommendations of the IME.

If the documentation in any of the prescribed form(s) outlined in Clause 28.03 above is required by the Employer for proof of illness or return to work, the Employer shall reimburse the Employee for all the costs charged by the Physician associated with completion of any of the additional documentation.

- 28.04 Pursuant to Clause 28.03, an Employee shall be entitled to have their personal physician or other physician of the Employee's choice to act as counsel before the IME. Expenses incurred under this Clause shall be paid by the Employer. A copy of the IME report shall be sent to the Employee's physician.
- 28.05 Where an Employee has been examined by an IME and is also applying for L.T.D. benefits, a copy of the report of the IME shall be considered as part of the Employee's application.
- 28.06 The Parties agree that Casual and General Illness benefits as provided in Articles 26 and 27 are intended only for the purpose of protecting an Employee from loss of income when the Employee is ill.
- 28.07 The Parties agree that Casual and General Illness benefits as provided in Articles 26 and 27 are entitlements which an Employee is not eligible for while on leave of absence without pay or after termination of employment.
- 28.08 The Parties further agree the duty to accommodate is the legal obligation to take reasonable steps to accommodate the needs of the individual to the point of undue hardship.

ARTICLE 29

Long Term Disability (LTD)

- 29.01 The eligibility of an Employee to participate in one of the SAIT Long Term Disability (LTD) Plans is subject to Article 3 - Application and all eligible Employees shall be covered in accordance with the provisions of the Plan.
- 29.02
 - (a) For those Employees employed prior to July 1, 2009, the Employer shall pay the total cost of providing the LTD benefit to all eligible Employees covered under the Standard Benefit Plan, subject to Article 29A. This LTD benefit is taxable when accessed as per Revenue Canada.
 - (b) For those Employees commencing employment on or after July 1, 2009 and who are eligible to join the 'Enhanced Benefit Plan' subject to Article 29A, the Employee shall pay the total cost of the LTD benefit. This LTD benefit is non-taxable when accessed as per Revenue Canada.

- 29.03 An eligible Employee who becomes ill or disabled and who, as a result of such illness or disability is absent from work for a period of eighty (80) consecutive work days, may apply for Long Term Disability benefits as provided under the applicable LTD Plan. The final ruling as to whether or not the claimant's disability is of a nature which qualifies the claimant for benefits within the interpretation of the provisions of the Plan shall be made by the third party claims adjudicator.
- 29.04 (a) Long Term Disability benefits payable under the provisions of the LTD Plan pursuant to 29.02(a), will entitle an Employee with a qualifying disability, to a total income, from sources specified under Clause 29.05, of not less than seventy percent (70%) of the Employee's monthly salary received or entitled to receive as a SAIT Employee at the time of commencement of absence pursuant to Clause 29.03, up to a maximum benefit of \$4,000 per month.
- (b) Long Term Disability benefits payable under the provisions of the LTD Plan pursuant to 29.02(b) will entitle an Employee with a qualifying disability to a total income, from sources under Clause 29.05, of not less than sixty six and two thirds % (66 2/3%) of monthly salary received or entitled to receive as an Employee at the time of commencement of absence pursuant to Clause 29.03, up to a maximum benefit of \$6,500 per month.
- 29.05 The monthly LTD benefit amount to which an Employee is entitled, shall be reduced by:
- (a) the amount of disability benefit entitlement, excluding children's benefits, under the Canada Pension Plan,
- (b) the amount of Workers' Compensation entitlement,
- (c) the amount of benefits payable from any other group disability plan(s) sponsored by the Employer,
- (d) vacation leave pay,
- (e) the amount of any other remuneration received as a result of employment or self-employment unless subject to Clause 29.06.
- 29.06 (a) An Employee who, after qualifying for LTD benefits, returns to work or enters a recognized training program and the resulting income received is less than the monthly salary in effect immediately prior to the commencement of absence pursuant to Clause 29.03 (predisability salary), the Employee shall have the monthly LTD benefit payable by the Plan reduced by fifty percent (50%) of the income received, provided that the combination of reduced LTD benefit and income does not exceed the predisability salary.
- (b) Where the combination of reduced LTD benefits and income received pursuant to Clause 29.06(a) is a higher amount than the predisability salary, the LTD benefits shall be reduced further so that LTD benefits and income received equal one hundred percent (100%) of the predisability salary.

- 29.07 An Employee who receives LTD benefits and who at the commencement of absence due to disability or illness, is participating in the Local Authorities Pension Plan, the Alberta Health Care Insurance Plan, the Employer's Group Extended Medical Benefits Plan, and the Employer's Group Life Insurance Plan, shall continue to be covered under these Plans throughout the total period the Employee is receiving LTD benefits and the Employer and Employee premium contributions, if applicable, shall continue, however the Employer shall pay both the Employee and Employer contributions for the Local Authorities Pension Plan during this period.
- 29.08 The LTD benefits applicable to Employees covered by this Agreement shall not be altered except through negotiation by the Parties to this Agreement.

ARTICLE 29A

Employment Insurance Premium Reduction or Rebate

- 29A.01 The Employer shall retain the full amount of any premium reduction or rebate allowable on employment insurance by the Employment Insurance Commission which is granted as a result of the benefits covering Employees to which this Collective Agreement applies.
- 29A.02 The premium reduction or rebate referred to in Clause 29A.01 shall be recognized as the Employee's contribution towards the benefits provided.

ARTICLE 30

Health & Wellness Plan Benefits

- 30.01 Employees who are enrolled in the Standard Benefit Plan are eligible to join the Enhanced Benefit Plan (at the commencement of each benefit year) which includes the Employee paid long term disability plan; however there will be no reversion rights to the Standard Benefit Plan.
- 30.02 (a) Standard Benefit Plan – Employer Paid LTD pursuant to 29.02(a)
- Subject to Article 3, the Employer shall share the monthly premium cost of the SAIT Employees' Group Extended Medical Benefits Plan for participating Employees as follows:
- (i) one-half (½) the cost of the family premium where the Employee and the Employee's family are covered under the Plan, or
 - (ii) one-half (½) the cost of the single premium where only the Employee is covered under the Plan.
- (b) Enhanced Benefit Plan – Employee Paid LTD pursuant to 29.02(b)
- Subject to Article 3, the Employer shall pay the monthly premium cost of the SAIT Employee's Extended Health Care Plan for participating Employees.
- 30.03 An Employee on SAIT business outside Canada who becomes ill and requires medical attention and/or hospitalization shall be reimbursed, upon production of receipts, for such charges that are in excess of those allowed by the Alberta Health

Care Insurance Plan and the SAIT Employees' Group Extended Medical Benefits Plan.

30.04 The Dental Plan as described in the Letter of Understanding – Dental Plan, will be totally funded by the Employer.

30.05 Effective July 1, 2019 the annual Health Care Spending Account (HCSA) and an annual Wellness Account (WA) will be implemented in the amount of eight hundred (\$800) per benefit year (July 1-June 30). Employees, who are participating in either the Standard Extended Health Care Benefit Plan or the Enhanced Extended Health Care Benefit Plan, will be able to choose once annually prior to the commencement of the benefit year between a Health Spending Account (HCSA) or a Wellness Account (WA).

ARTICLE 31

Insurance

31.01 Group Life, Accidental Death and Dismemberment, Dependent's Life:

- (a) The eligibility of Employees to participate in the Group Life Insurance Plan is subject to Article 3 - Application, and participation is a condition of employment for all eligible Employees who commenced employment on or after December 1st, 1971.
- (b) The amount of Basic Group Life Insurance for an eligible Employee is equivalent, at the Employee's option, to either:
 - (i) Standard Benefit Plan
 - (1) One (1.0) times basic annual salary, rounded to the next highest \$1,000.00, up to a maximum amount of insurance of \$100,000.00, or,
 - (2) Three (3.0) times basic annual salary, rounded to the next highest \$1,000.00, up to a maximum amount of insurance of \$100,000.00.
 - (ii) Enhanced Benefit Plan
 - (1) Two (2.0) times basic annual salary, rounded to the next highest \$1,000.00, up to a maximum amount of insurance of \$750,000.00.
- (c) Each Employee insured for Basic Group Life Insurance under Sub-Clause (b), shall also be covered for an additional amount of insurance in the event of accidental death or dismemberment, with a principal sum equivalent to the Employee's amount of Basic Group Life Insurance.
- (d) The Employer and Employee shall share the monthly premium costs where an Employee is covered for the insurance pursuant to Sub-Clauses 31.01(b)(i) for the Standard Plan and Clause 31.01(c) above as follows:
 - (i) Employer pays 70% of the total cost;
 - (ii) Employee pays 30% of the total cost.

- (e) The Employer shall pay the monthly premium costs where an Employee is covered for the insurance pursuant to Clause 31.01(b)(ii) for the Enhanced Benefit Plan and Clause 31.01(c) above.
- (f) The Employer shall administer a policy of optional Dependent's Life Insurance and the entire premium shall be paid by each eligible Employee opting for such coverage.
- (g) The Employer shall administer a policy of optional Life Insurance for those Employees and/or spouse in the Enhanced Benefit Plan. The Employee shall pay the premium costs.
- (h) All insurance coverage specified under Clause 31.01 shall be in accordance with the terms and conditions contained in a policy of insurance of which the Employer is the policyholder. The Union shall be provided with a copy of the policy of insurance and any amendments to the policy.

31.02 Accidental Death and Dismemberment Insurance for Occupational Accident Coverage:

- (a) The Employer shall maintain a Master Insurance Policy for all Employees covered by this Agreement that provides insurance coverage of four times (4X) annual earnings up to a maximum principal sum of \$200,000.00 in the event of accidental death or dismemberment resulting from injury occurring while working for the Employer including travelling on Employer business except that the benefits under this policy shall be reduced by the amount of insurance benefits paid or payable pursuant to the insurance coverage under Clause 31.01, Sub-Clause (c).
- (b) The total premium cost of this Master Insurance Policy shall be paid by the Employer.
- (c) Coverage provided shall be in accordance with the terms and conditions of the Master Policy of Insurance of which the Employer is the policyholder. The Employer shall provide the Union with a copy of the policy and any letter of intent issued by the Insurer.

31.03 The Employer shall provide general liability insurance coverage for all Employees covered by this Agreement while engaged in the scope of their regular work duties. Coverage provided will be in accordance with the terms and conditions of the Master Comprehensive General Liability Policy of which the Employer is the policyholder.

ARTICLE 32

Paid Holidays

- 32.01 (a) Employees are entitled to one (1) day's paid leave for each of the following holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Easter Monday	Christmas Day

Victoria Day	Boxing Day
Canada Day	Christmas Floater
Civic Holiday (1 day)	

- (b) The Christmas Floater Holidays shall be observed in the following manner:
- (i) on December 27th, 28th and 29th when Christmas Day falls on a Monday,
 - (ii) on December 27th, 28th and 31st when Christmas Day falls on a Tuesday,
 - (iii) on December 27th, 30th and 31st when Christmas Day falls on a Wednesday,
 - (iv) on December 29th, 30th and 31st when Christmas Day falls on a Thursday or Friday,
 - (v) on December 29th and 30th when Christmas Day falls on a Saturday,
 - (vi) on December 28th and 29th when Christmas Day falls on a Sunday.

(c) Employees in continuous operations shall be compensated pursuant to Clause 32.05 for working on the following Paid Holidays on the dates listed:

New Year's Day	January 1
Canada Day	July 1
Remembrance Day	November 11
Christmas Day	December 25
Boxing Day	December 26

All other Paid Holidays shall be observed on the day designated by Regulations Governing Paid Holidays.

32.02 When a day designated as a holiday under Clause 32.01 falls during an Employee's work week and an Employee is not required to work, the Employee shall be granted holiday leave on that day.

32.03 When a day designated as a holiday under Clause 32.01 falls on an Employee's regularly scheduled day of rest, and the Employee is not required to work, the Employee shall be granted holiday leave on the day observed as the holiday.

32.04 Notwithstanding Clauses 32.02 and 32.03, an Employee employed in a continuous operation whose regular day off falls on an observed holiday shall receive another day off in lieu at the Employee's regular rate.

32.05 When an Employee works on a day observed as a holiday in a continuous operation or where an Employee is required to work on the day observed as the holiday in a non-continuous operation, the Employee shall receive:

- (a) pay at time and one-half (1 1/2) the regular hourly salary for all regular

hours worked on the paid holiday, and,

(b) one (1) day off in lieu with pay at the Employee's regular rate.

32.06 When an Employee is called back to work on a Paid Holiday, the Employee shall be compensated in accordance with the provisions of Article 17 and Clause 32.05 does not apply.

32.07 When a day off in lieu is granted under Clause 32.05(b) Employees shall have the day off scheduled at a time mutually agreeable to the Employee and Employer within the next three (3) months or paid out in cash at the expiration of the three (3) months. Employees employed in continuous operations shall have the opportunity to elect to have the alternate day off scheduled in conjunction with their regularly scheduled days of rest, or, subject to Clause 32.07, to take these days in conjunction with their next annual vacation. Once scheduled, the alternate days off shall not be rescheduled except by mutual agreement.

32.08 Where an Employee employed in continuous operations exercises an election under Clause 32.06, the Employee shall advise the Employer of the Employee's choice of election for the following year, not later than December 31st, except that a new Employee shall make this election prior to the first holiday for which the Employee is eligible.

32.09 Requests for leave without pay on religious holidays will be considered, provided adequate notice of the request is given.

ARTICLE 33

Annual Vacation Leave

33.01 An Employee shall not take vacation leave without prior authorization from the Employer.

33.02 Vacation entitlements with pay, shall be as follows:

(a) an Employee who has completed less than twelve (12) full months' service as of December 31st, shall receive one and one-quarter (1 1/4) work days' vacation for each calendar month worked from the commencement of service, provided that when employment has commenced on or before the fifteenth (15th) day of any month, vacation entitlements shall be earned from the first (1st) day of that month, and when employment has commenced on or after the sixteenth (16th) day of any month vacation entitlements shall be earned from the first day of the following month;

(b) an Employee who has completed twelve (12) full calendar months' service as of December 31st, shall receive fifteen (15) work days' vacation;

(c) an Employee who has completed seven (7) years' service as of December 31st shall in the subsequent year(s) receive twenty (20) work days' vacation;

Effective January 1, 2015, an Employee who has completed five (5) years' service as of December 31st shall in the subsequent year(s) receive twenty (20) work days' vacation;

(d) an Employee who has completed seventeen (17) years' service as of

December 31st shall in the subsequent year(s) receive twenty-five (25) work days' vacation;

Effective January 1, 2015, an Employee who has completed thirteen (13) years' service as of December 31st shall in the subsequent year(s) receive twenty-five (25) work days' vacation;

- (e) an Employee who has completed twenty-five (25) years' service as of December 31st shall in the subsequent year(s) receive thirty (30) work days' vacation;

Effective January 1, 2015, an Employee who has completed twenty-one (21) years' service as of December 31st shall in the subsequent year(s) receive thirty (30) work days' vacation;

- (f) an Employee who has completed thirty (30) years' service as of December 31st shall in the subsequent year(s) receive thirty-five (35) work days' vacation.

33.03 All calculations which result in one quarter (1/4) or three quarters (3/4) work day fractions shall be rounded out to the next one half (1/2) or full day, whichever applies; except when vacation pay is paid out upon termination pursuant to Clause 33.11.

33.04 If a paid holiday falls during an Employee's annual vacation period, the Employee shall be granted an equivalent day of vacation credit.

33.05 An Employee shall earn vacation leave pursuant to Clause 33.02 when authorized the following absences:

- (a) financially assisted Education Leave;
- (b) sick leave or Workers' Compensation for the first forty-four (44) consecutive work days;
- (c) any other authorized leave of absence with pay for the first twenty-two (22) work days.

33.06 Vacation leave may be taken in one continuous period or in separate periods.

33.07 Except as is otherwise provided herein, vacation leave in respect of each year of service shall be taken:

- (a) within twelve (12) months after the end of that year; and
 - (b) at such time or times as may be approved by the Employer; or
- with the approval of the Employer, before the end of that year.

33.08 Notwithstanding the:

- (a) other provisions of this Article, and subject to operational requirements, an Employee who so requests may be authorized to take vacation leave which has been earned at a specified time within the year in which it was earned, and the vacation leave to be taken by the Employee in the following year shall be correspondingly reduced.

(b) where a terminated Employee has taken more vacation than they are entitled, the Employer is authorized to recover the monies from the Employee's final pay cheque.

33.09 Where an Employee is allowed to take any leave of absence, other than sick leave, in conjunction with a period of vacation leave, the vacation leave shall be deemed to precede the additional leave of absence, except in the case of maternity leave which may be authorized before or after vacation leave.

33.10 Once vacations are authorized they shall not be changed, other than in cases of emergency, except by mutual agreement.

33.11 An Employee shall not be paid cash in lieu of vacation earned but not taken, except upon termination, when the Employee shall be paid in cash for the total vacation entitlement standing to the Employee's credit at the termination date.

33.12 The Employer shall, subject to operational requirements make every reasonable effort to grant an Employee, upon request, at least two (2) weeks of annual vacation entitlement during the summer months.

ARTICLE 34

Special Leave

34.01 An Employee, not on leave of absence without pay, shall be granted upon application, special leave at the Employee's basic rate of pay. The circumstances under which special leave is granted, subject to Clause 34.02, and the corresponding maximum number of work days are as follows:

- (a) illness within the immediate family - four (4) days or in hours equal to four (4) days,
- (b) bereavement - three (3) days,
- (c) travel time for illness within the immediate family or bereavement - two (2) days,
- (d) administration of estate - two (2) days,
- (e) moving household effects - one (1) day,
- (f) disaster conditions - two (2) days,
- (g) write examination(s) for course(s) approved by the Employer - as required,
- (h) attend funerals as pall-bearer or mourner - one (1) day,
- (i) be present at birth or adoption proceedings of an Employee's child - one (1) day,
- (j) attend formal hearing to become a Canadian Citizen - one (1) day.

34.02 For purposes of determining eligibility for special leave under Clause 34.01 the following provisions shall apply:

- (a) illness within the immediate family - leave of absence shall be granted for the purpose of caring for a person that is ill. Immediate family shall mean: spouse (including common-law spouse), son, daughter, mother or father;

- (b) bereavement - leave of absence will be granted in the event of the death of an Employee's immediate or extended family member. All of the following are considered family members:
 - (i) spouse, adult interdependent partner or common-law partner
 - (ii) children (and their partner/spouse)
 - (iii) current or former foster children (and their partner/spouse)
 - (iv) current or former wards
 - (v) parents, step-parents and/or current or former guardians (and their partner/spouse)
 - (vi) current or former foster parents
 - (vii) siblings, half-siblings, step-siblings (and their partner/spouse)
 - (viii) grandchildren, step-grandchildren (and their partner/spouse)
 - (ix) grandparents, step-grandparents
 - (x) aunts, uncles, step-aunts, step-uncles (and their partner/spouse)
 - (xi) nieces, nephews (and their partner/spouse)
 - (xii) a person the employee isn't related to but considers to be like a close relative
- (c) travel time for illness within the immediate family or for bereavement shall mean for travel where long distances or travel from isolated areas are involved;
- (d) administration of estate shall apply only when an Employee has been designated as an executor of the estate for the deceased;
- (e) moving of household effects shall apply to an Employee who maintains a self-contained household and who changes the Employee's place of residence which necessitates the moving of household effects during the Employee's normal working hours. In the event an Employee's normal place of employment is moved outside the municipal area, the normal moving allowance shall apply;
- (f) disaster conditions shall apply for a critical condition which requires an Employee's personal attention in a disaster (flood, fire) which cannot be served by others or attended to by the Employee at a time when the Employee is normally off duty;
- (g) mourner - leave of absence will be granted where operational requirements permit subject to the approval of the Employer.

34.03

The maximum length specified for each circumstance requiring use of special leave shall not be exceeded, however, special leave may be granted more than once for the same circumstances within a calendar year, provided the total special leave granted does not exceed ten (10) working days per calendar year, unless additional special leave is approved by the Employer.

- 34.04 Two weeks notice may be required for leave requested under Clause 34.01, Sub-Clause (d), (e), (g), and (j).
- 34.05 An Employee in the first year of employment shall be granted up to a maximum of ten (10) work days special leave if the Employee commences employment prior to July 1 and a maximum of five (5) work days if the Employee commences after July 1 of that year. For each subsequent calendar year of employment the Employee shall be eligible for a maximum of ten (10) work days of special leave with pay. Each day or portion of a day, of special leave used, within a calendar year of service, shall be deducted from the remaining special leave entitlement for that calendar year of service.

ARTICLE 35

Maternity Leave/Adoption Leave/Parental Leave

Maternity Leave

- 35.01 An Employee shall be granted maternity leave without pay for a period not exceeding seventeen (17) weeks, from the date of leaving to the date of return provided that the Employee has completed ninety (90) days of continuous service and provided that the Employee applies six (6) weeks prior to the scheduled date of confinement.
- 35.02 An Employee granted leave without pay for maternity reasons pursuant to Clause 35.01 shall be returned to the Employee's former position or be placed in another position at a comparable salary level upon return to work. The Employee will be required to give ten (10) days notice of the intention to return to work.
- 35.03 The Employee shall, give two weeks notice prior to the date that maternity leave commences, except:
- (a) where the Employee presents a medical certificate which indicates that the Employee is advised by the doctor not to continue working, in which case the maternity leave shall be commenced on the date the Employee is no longer able to work, and
 - (b) where the Employee indicates the Employee requires leave to conform to the regulations applicable to Employment Insurance Benefits.
- Such leave will be subject to operational exigencies and will not be unreasonably denied.
- 35.04 A pregnant Employee who presents medical evidence from the Employee's physician which satisfies the Employer that continued employment in the Employee's present position may be hazardous to the Employee or to the unborn child, may request a transfer to a more suitable position if one is available. The Employee's salary shall be maintained while so temporarily assigned. Where no suitable position is available, the Employee may request maternity leave as provided by Article 35 if the Employee is eligible for such leave.
- 35.05 Notwithstanding any other provisions of this Article, a pregnant Employee may qualify for the Supplemental Employment Benefit (SUB) as per the Employee Services Guideline.

Adoption Leave

35.06 Upon reasonable notice being given to the Employer, an Employee who has completed ninety (90) days of continuous employment and who has or will have the actual care or custody of a newly adopted child, shall be granted leave of absence without pay for up to seventeen (17) consecutive weeks immediately following the adoption of a child. The Employee shall furnish proof of adoption. Only one (1) parent of the adopted child shall be granted adoption leave under this section.

Parental Leave

35.07 An Employee who has completed ninety (90) days of continuous service before commencing leave, and who has or will have the actual care or custody of a new born child or newly adopted child, shall be granted up to sixty-two (62) weeks parental leave without pay. This leave without pay shall commence upon completion of maternity leave, adoption leave or on the day that the child comes into the Employee's actual care and custody. The Employee shall provide proof of the birth of the child and shall give the employing department reasonable notice in writing of the date on which the leave is to commence.

35.08 If two Employees are parents of the same child, parental leave under Clause 35.07 may be taken wholly by one Employee or shared by both Employees. Employees may take parental leave simultaneously with the approval of the Employer.

ARTICLE 36

Court Leave

36.01 When an Employee is summoned or subpoenaed as a witness or a defendant to appear in court in an official capacity to give evidence or to produce Employer records, the Employee shall be allowed leave with pay, but any witness fee receivable by the Employee shall be paid to the Employer.

36.02 When an Employee is summoned or subpoenaed as a juror or in the selection of a jury or as a witness in a private capacity:

- (a) at a location within the Province of Alberta, the Employee shall be allowed leave with pay, but any witness fee or jury duty fee receivable by the Employee shall be paid to the Employer.
- (b) at a location outside the Province of Alberta, the Employee may be allowed leave with pay if authorized by the Employer, but any witness fee or jury duty fee receivable by the Employee shall be paid to the Employer.

ARTICLE 37

Safety and Health

37.01 The Employer and the Union agree to participate in the SAIT Occupational Health and Safety Program and are subject to the *Occupational Health and Safety Act and the Regulations* thereto.

37.02 The success of the SAIT Occupational Health and Safety Program depends on the active participation of everyone. If any concerns arise with respect to the

Occupational Health and Safety Program or the operation of this Article, the matter shall be referred to the Occupational Health and Safety Committee for investigation and recommendation to senior management and not by way of the grievance procedure.

- 37.03 Each Employee and each Supervisor shall take reasonable care for the protection of public and Employee health and safety in the operation of equipment and the storage or handling of materials and substances, as required by the *Occupational Health and Safety Act*.
- 37.04 An Employee shall immediately notify the Employee's Supervisor when the Employee has an accident at a work site that results in injury or that had the potential of causing serious injury. An Employee who becomes aware of a health and safety concern at work shall immediately notify the Supervisor.
- 37.05 The Employer or the Employer's designate, shall notify the President of the Union or the President's designate immediately when the Employer is made aware of the occurrence of a serious injury or an accident that had the potential of causing serious injury to an Employee at a work site.
- 37.06 The Employer shall provide the Union, through its representatives on the Occupational Health and Safety Committee, with statistical information regarding occupational injuries and illnesses sustained by Employees as reported to and accepted by the Workers' Compensation Board.

ARTICLE 38

Parking

- 38.01 The Employer will assign parking on a first-come, first-serve basis to Employees at a rate determined by the Employer.

ARTICLE 39

Rates of Pay

- 39.01 Employees shall be paid for work performed at rates of pay as specified for the appropriate Class or in the case of apprentices, a percentage of the appropriate trades job rate, as specified in regulations issued pursuant to the Apprenticeship and Industry Training Act.
- 39.02 The monthly and annual rate shall be calculated based on the following formulae:
- (a) 40 hour classifications -
Annual salary = hourly rate multiplied by 2080 hours
Monthly salary = annual salary divided by twelve
 - (b) 38.75 hour classifications -
Annual salary = hourly rate multiplied by 2015 hours
Monthly salary = annual salary divided by twelve
 - (c) 36.25 hour classifications -
Annual salary = hourly rate multiplied by 1885 hours

Monthly salary = annual salary divided by twelve

ARTICLE 40

Leave Without Pay

40.01 Where operational requirements permit and with the approval of the Employer, leave without pay shall be granted to an Employee who has completed one (1) year of continuous service. Unless otherwise specified in this collective agreement, requests for such leave must be submitted at least two (2) weeks in advance of the anticipated date of commencement of such leave, before such request can be considered.

40.02 Where the Union requests that an Employee be seconded to the Union for a specified period of time it shall fall within the intent and purpose of Clause 40.01.

Reservist Leave

40.03 Leave without pay may be granted to Employees who are members of the reserve force of the Canadian Forces when the absence from work is necessary for military training or for participation in an operational mission and the Employee requesting leave has worked for the Employer for a period of at least twenty-six (26) consecutive weeks as provided for under the *Employment Standards Code* (Alberta).

Public Service Leave

40.04 The Employer recognizes that Employees have a right to seek political office and to serve on civic or government boards provided such involvement does not conflict with the performance of their duties or involve a conflict of interest with their employment. Leave without pay shall be granted to an Employee who has completed one (1) year of continuous service who is a candidate for elected office and who cannot meet their normal employment commitment shall be eligible to apply for a leave of absence without pay.

40.05 Employees engaging in political activities must take care to separate those activities from their association with the Employer. For example, Employees running for office should not identify themselves in campaign literature as Employees of the Employer.

40.06 Employees who are candidates for elected office shall be eligible to apply for leave of absence without pay as follows:

(a) Federal or provincial elections: commencing the later of the date of nomination or the date the election is announced.

(b) Municipal or school board elections: commencing the later of the date of announced candidacy or the date nominations open.

40.07 Employees elected to office and who can no longer meet their normal employment commitment shall be required to resign their positions unless other arrangements satisfactory to both parties are determined. The usual notice of resignation period shall be waived in such cases.

40.08 Employees taking leave under these principles shall be requested to give as much

notice as possible to allow the Employer to reorganize workloads.

ARTICLE 41

Travel and Subsistence

- 41.01 Employees who incur travel and subsistence expenses in the performance of authorized Employer business shall be reimbursed for those expenses in accordance with current Employer policy and rates.
- 41.02 The Employer agrees to consult with the Union prior to the alteration of travel and subsistence rates.
- 41.03 Any reimbursement paid under this Article shall be paid to the Employee within fifteen (15) work days of the date the Employee submits the claim.

ARTICLE 42

Protective Clothing

- 42.01 Where the Employer determines that protective clothing should be provided for the protection of the Employee's personal garments, such items shall be provided, cleaned, and replaced upon written authorization by the Employer.
- 42.02 Protective clothing and safety equipment shall be supplied by the Employer as required by the *Occupational Health and Safety Act and the Regulations* thereto.
- 42.03 The Employer shall provide a maximum allowance of \$75.00 per year or \$150.00 every two (2) years for safety footwear. Standards for such footwear shall be established by the manager responsible for Occupational Health and Safety.

ARTICLE 43

Tools

- 43.01 Each Tradesman shall supply their own hand tools and bench tools as are required to perform the work.
- 43.02 Tools shall be replaced by the Employer when damaged or broken in normal use or when accidentally lost in an inaccessible area during working hours.
- 43.03 Special or unusual tools shall be supplied by the Employer as required.

ARTICLE 44

Tuition

- 44.01 Employees wishing to enroll in evening or extension courses at the Institution outside of their normal hours of work shall not be required to pay tuition providing that:
- (a) the program in which they wish to enroll is not fully subscribed (subject to class size limitations), and
 - (b) the break even point in terms of enrollment has been acquired,
 - (c) the courses or programs are not recreational or cultural in nature.
- 44.02 Employees will continue to enjoy privileges to the library and athletic facilities for

themselves and their immediate family subject to the regulations and fees established by the Employer.

ARTICLE 45

Medical Examinations

- 45.01 Where the Employer requires an Employee to undergo compulsory medical examinations, the cost of such examinations shall be paid by the Employer. This section does not apply to proof of illness as required under Article 28.

ARTICLE 46

Printing of Agreement

- 46.01 Each Party agrees to pay one-half (1/2) of the cost of printing sufficient copies to provide each present Employee and new Employee with one copy of the Collective Agreement.
- 46.02 Each Party further agrees to pay full cost of printing additional copies that they order.

ARTICLE 47

Long Service Allowance

- 47.01 An employee shall be eligible for an annual Long Service Allowance (LSA) of \$3,000 per year provided the employee has:
- (a) completed seven (7) years of current, continuous service; and
 - (b) been paid at the maximum salary during the immediately preceding period of two (2) years; and
 - (c) received in the two (2) prior years and continues to receive a satisfactory performance review.

The allowance shall be paid on the end of month pay in July.

- 47.02 Pursuant to 47.01, should an employee leave the Employer's employment, a pro-rated amount will be deducted from the final pay. This deduction will equal \$250 for each remaining month of the LSA year.

Example: An Employee who receives his LSA in July, terminates in September. Eligible months July to August (2 months); therefore a repayment of \$2,500 (\$250 X10) is required and will be deducted from the employee's final pay.

ARTICLE 48

Effective Date and Term of Agreement

- 48.01 This Agreement shall be in full force and effect from the date of ratification until June 30, 2020 and is established under the *Public Service Employee Relations Act*.
- 48.02 Any notice required to be given under the terms of this Agreement or the Act shall be deemed to have been sufficiently served if personally delivered or mailed in a prepared registered envelope addressed in the case of the Board to:

The President
Southern Alberta Institute of Technology
1301 - 16 Avenue N W
Calgary, Alberta T2M 0L4

and in the case of the Union to:

The President
The Alberta Union of Provincial Employees
10451 - 170 Street
Edmonton, Alberta T5P 4S7

ARTICLE 49

Performance Reviews

49.01 After completion of the probationary period the Employer will review each staff member's performance annually. Employees may respond on their own behalf and shall sign the review document to acknowledge that they have been advised of the contents. Except as provided in (a) below permanent, sessional or temporary staff shall advance by one increment unless the staff member has reached the maximum step.

- (a) A permanent, sessional or temporary staff member whose overall performance rating is determined to be unsatisfactory may have the increment denied, and must be given the reasons in writing. An Employee whose increment is denied may appeal according to the grievance procedure.

ARTICLE 50

Permanent Positions

50.01 Permanent bargaining unit positions deemed, by the Employer to be a vacancy to be filled, will be posted for a minimum of five (5) work days. The Union will be notified of the posting.

50.02 Where the Employer deems the relevant skills, qualifications and experience of an internal and an external candidate to be relatively equal, the internal applicant will be given preference.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by their duly authorized officers in that behalf, the day and year first above written.

SIGNED THIS _____ DAY OF _____, 2019.

ON BEHALF OF THE BOARD OF
GOVERNORS OF THE SOUTHERN
ALBERTA INSTITUTE OF TECHNOLOGY

ON BEHALF OF LOCAL 039 OF THE
ALBERTA UNION OF PROVINCIAL
EMPLOYEES

Chair - Scott Thon

President - Guy Smith

President and CEO- David Ross

Local 039 Chair - Rosemary Read

Witness

Witness

SUPPLEMENT I
Modified or Flexible Hours of Work

- (1) This supplement sets forth terms and conditions of employment to be observed where the Employer utilizes any form of modified or flexible system of hours of work.
- (2) The Parties agree that Employees and the Employer may examine the feasibility of entering into a modified or flexible work week system. Provided that services are not adversely affected and there are no operational difficulties, the Employer may implement a flextime or modified work week system of hours of work, but participation by an Employee in such systems shall be voluntary.
- (3) The Employer has the sole right to determine the number of Employees who are required to be at work. However, upon entering into a flextime system, the Employees are entitled to have the first opportunity to plan their work schedule whereby they may arrange their starting times, lunch periods and finishing times on a daily basis, in keeping with the Employer's operational requirements. Employees shall have the opportunity to make up time lost during the flex period due to late arrival, subject to approval of the Employer.
- (4) An Employee participating in a flextime system of hours of work will be allowed a ten (10) hour carry over, either in the way of a bank or a deficit, and regular monthly salary shall be paid provided the Employee's time is within these limits and the variance is approved by the Employer. An Employee may not accumulate a bank in excess of ten (10) hours, and if at the end of any month the deficit is more than ten (10) hours, the Employee shall be deducted for those hours that are in excess of ten (10) hours. Hours shall not be banked unless the Employee has actually worked more than normal daily hours.
- (5) The banked hours may be taken, as time off with pay in subsequent months; Employee preference in this regard shall be honoured subject to operational requirements.
- (6) Authorized overtime hours worked outside of flex or core times may not be used to cover off deficits pursuant to Section (4) above.
- (7) In the event the flextime or modified work week system of hours of work does not result in the provision of a satisfactory service to the public, or is deemed by the Employer to be impractical for other reasons, the Employer may require a return to regular times of work in which case Employees shall be provided advance notice of one month.
- (8) An Employee who is working according to a flexible or modified work system may opt for regular times of work by providing the Employer advance notice of one week.
- (9) Employees working according to a modified work week system of hours of work will have all benefits and entitlements pro-rated accordingly and there shall be no loss or gain in Employee entitlements.
- (10) Where applicable these provisions shall have force and effect in lieu of Articles 14 and 15 of this SAIT Agreement.

LETTER OF UNDERSTANDING #1
BETWEEN
THE SOUTHERN ALBERTA INSTITUTE OF TECHNOLOGY
AND

LOCAL 039 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Standard and Enhanced Dental Plan

The Parties agree to the following terms in respect of a Dental Plan for eligible Alberta Union of Provincial Employees Local 039 Employees of the Employer and their eligible dependents:

1. The Plan will be totally funded by the Employer.
2. The eligibility of an Employee to participate in the Dental Plan is subject to Article 3 (Application) and the following conditions apply:
 - (a) an Employee in the Standard and Enhanced Benefit Plan is covered and may participate in the Plan following completion of six (6) continuous full calendar months of employment with the Employer, and
 - (b) coverage is a condition of employment for all Employees upon completing the six (6) month period specified in Clause 2(a), and
 - (c) coverage ceases on the date of termination from employment.
3. An eligible Employee's dependent shall be covered under the Dental Plan while the Employee is covered and the dependent person is:
 - (a) the Employee's legal spouse, or
 - (b) the Employee's common-law spouse who is a person of the same or opposite sex who is living with and has been living with the Employee for at least one year and is publicly represented as the Employee's spouse, or
 - (c) an unmarried child of the Employee and/or the Employee's spouse, including any step-child, who is
 - (i) under 21 years of age, or
 - (i) 21 or over but less than age 25 and is a registered student in full-time attendance in the public school system or at a University or similar institute of learning, or
 - (iii) of any age and incapable of self-sustaining employment by reasons of mental retardation or physical handicap, and in all cases is chiefly dependent on the Employee for financial support and maintenance.
4. The Plan will reimburse an Employee, for dental services provided to the Employee while covered and each eligible dependent, as follows:
 - (a) 80% of the cost of Basic Dental Services and 50% of the cost of Major Dental Services up to a maximum of \$1,500.00 for the Standard Benefit Plan and \$2,000 for the Enhanced Benefit Plan for each covered person in a benefit year, and
 - (b) 50% of the cost of the Orthodontic Dental Services up to a lifetime maximum of

\$1,500.00 for each covered person in the Standard Plan and \$2,000 for the Enhanced Benefit Plan.

5. Benefit year means the period of 12 months beginning on April 1 in one year and ending on March 31 in the next year.
6. The dental services reimbursed under Section 4 shall not exceed the amounts specified by the Canadian Life and Health Insurance Association (CLHIA) in force on the date the dental services were provided.
7. BASIC DENTAL SERVICES covered under the Dental Plan include:
 - (a) Each of the following five procedures is covered twice in a benefit year:
 - (i) Oral examination;
 - (ii) Oral Hygiene instructions;
 - (iii) Prophylaxis (the cleaning and scaling of teeth);
 - (iv) Bite-wing X-rays;
 - (v) Topical application of fluoride solutions.
 - (b) Full mouth series of X-rays, provided that a period of at least 24 consecutive months has elapsed since this service was last rendered.
 - (c) Tooth extractions and related procedures.
 - (d) Tooth fillings - amalgam, silicate, acrylic and composite.
 - (e) Dental surgery, including diagnostic, laboratory and general anaesthesia required in relation to the dental surgery.
 - (f) Necessary treatment for relief of dental pain.
 - (g) The cost of medication and its administration when provided by injection in the dentist's office.
 - (h) Space maintainers for missing primary teeth and habit breaking appliances.
 - (i) Consultations required by the attending dentist.
 - (j) Endodontic treatment (root canal therapy).
 - (k) Periodontic treatment (treatment and prevention of diseases and/or conditions of the gums).
 - (l) Relining, rebasing, adjusting or repairing of existing dentures.
8. MAJOR DENTAL SERVICES under the Dental Plan include:
 - (a) Provision of crowns and inlays.
 - (b) Provision of initial prosthodontic appliance (for example: fixed bridge restorations, removable partial or complete dentures).
 - (c) Replacement of an existing prosthodontic appliance under the following conditions:
 - (i) the existing appliance is at least 5 years old and cannot be made

serviceable, or

- (ii) the replacement is required to replace a temporary bridge or denture with a permanent bridge or denture, or
 - (iii) the replacement is necessitated by the extraction of additional natural teeth and the extraction occurred while the claimant was covered under this Plan.
- (d) Procedures involving the use of gold only if treatment could not have been carried out with the use of a reasonable substitute consistent with generally accepted dental practice. If such treatment could have been rendered at a lower cost by means of a reasonable substitute, only the expense that would have been incurred for treatment by means of the reasonable substitute shall be covered.
9. ORTHODONTIC DENTAL SERVICES under the Dental Plan include: oral examination, diagnostic procedures, surgery, extractions, adjustments and appliances all in respect of orthodontic procedures.
10. A claim must be submitted within 6 months following the date the dental services are provided to the Employee and his or her eligible dependents in order for the expenses to be reimbursed from the Plan.
11. An Employee information brochure on the Dental Plan will be available to each eligible Employee.
12. The Employer shall determine the claims and administration procedures for the Plan including associated independent third party administrative services.
13. This Dental Plan shall contain the capability for direct billing by the dentist.
14. This Letter of Understanding provides a general description of the Dental Plans (Standard and Enhanced). The Plan will be governed by the Dental Plan document which contains all the terms of the Dental Plan. The Employer shall provide the Union with a copy of the Dental Plan document.

SIGNED THIS _____ DAY OF _____, 2019.

ON BEHALF OF THE BOARD OF
GOVERNORS OF THE SOUTHERN
ALBERTA INSTITUTE OF TECHNOLOGY

ON BEHALF OF LOCAL 039 OF THE
ALBERTA UNION OF PROVINCIAL
EMPLOYEES

Chair - Scott Thon

President - Guy Smith

LETTER OF UNDERSTANDING #2
BETWEEN
THE SOUTHERN ALBERTA INSTITUTE OF TECHNOLOGY
AND

LOCAL 039 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: Re-Employment of Retirees

The Parties agree that:

1. AUPE employees employed in permanent salaried positions, who choose to retire, may be offered term specific "Re-employed Retiree" positions as per SAIT Board Policy HR.5.1.4.
2. The Re-employment position will be designated as a Code 9 - Re-employed Retiree Salaried Position. The offer of employment will be signed by the employee and a Union Representative.
3. The terms and conditions of the Collective Agreement apply to Code 9 Employees with the exception of severance and that provision will be specified in the letter of offer.
4. The Re-employed Retiree's service shall be considered continuous for the purpose of pay and benefits exclusive of LAPP contributions.
5. The contract will be by mutual agreement of the parties. Upon the completion of the contract, the position will be posted to be filled as a Code 1 - Permanent Full-Time Salaried Position, unless the position is eliminated.

SIGNED THIS _____ DAY OF _____, 2019.

ON BEHALF OF THE BOARD OF
GOVERNORS OF THE SOUTHERN
ALBERTA INSTITUTE OF TECHNOLOGY

ON BEHALF OF LOCAL 039 OF THE
ALBERTA UNION OF PROVINCIAL
EMPLOYEES

Chair - Scott Thon

President - Guy Smith

LETTER OF UNDERSTANDING #3
BETWEEN
THE SOUTHERN ALBERTA INSTITUTE OF TECHNOLOGY
AND

LOCAL 039 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: Break in Service

Whereas SAIT and AUPE (hereinafter referred to as “the Parties”) have agreed on how to apply non-working breaks in service in excess of ninety (90) calendar days to the calculation of severance entitlement under Article 12, Position Abolishment, of the Collective Agreement in effective between the Parties;

Now therefore the Parties agree:

1. An employee who has not worked at SAIT for a period(s) in excess of ninety (90) consecutive calendar days will be deemed to have a break in service (herein after referred to as “break in service”) and will not be entitled to the severance entitlements under Articles 12.01 and 12.02 or for entitlements under 12.03 for any service accrued prior to the latest break in service.
2. The provisions of paragraph 1. will not apply to Employees employed under the terms of the Collective Agreement between the Parties if the Employee is absent from work for the following:
 - Article 27 - General Illness
 - Article 29 - Long Term Disability (LTD)
 - Article 35 - Maternity Leave/Adoption Leave/Parental Leave
 - Article 36 - Court Leave
 - Article 40 - Leave Without Pay
3. The effective date of a resignation, termination or position abolishment will be deemed a break in service in the event the employee is rehired.

SIGNED THIS _____ DAY OF _____, 2019.

ON BEHALF OF THE BOARD OF
GOVERNORS OF THE SOUTHERN
ALBERTA INSTITUTE OF TECHNOLOGY

ON BEHALF OF LOCAL 039 OF THE
ALBERTA UNION OF PROVINCIAL
EMPLOYEES

Chair - Scott Thon

President - Guy Smith

LETTER OF UNDERSTANDING #4
BETWEEN
THE SOUTHERN ALBERTA INSTITUTE OF TECHNOLOGY
AND

LOCAL 039 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

Re: Jurisdictional Review Process

In accordance with the Public Service Employee Relations Act (PSERA) rules and guidelines published by the Alberta Labour Relations Board (ALRB), the parties agree to the following process of communications and consultation regarding all management and excluded positions prior to those positions being filled.

A The Employer will provide to the Union, a list of the position classifications at January 1, 2008 that are deemed to be excluded from the Bargaining Unit. It is agreed that these positions will continue to be excluded from the bargaining unit and no further consultation with the Union is required.

B. The parties agree to the following:

1. For newly created positions:

The Union will be advised of the Employer's intent to create a new position outside out of the bargaining unit. The new job description will be sent to the Union for review. If the Union does not agree with the classification as determined by the Employer, the parties will attempt to reach an agreement using PSERA rules and the ALRB guidelines. Should the parties not reach agreement, the Employer will move forward with its plan to recruit to the position, clearly identifying that the position is under review. The Union will be responsible for advancing the disagreement to the ALRB within thirty (30) days of the date of the disagreement. Should the Union fail to advance the new position to the ALRB within thirty (30) calendar days, the Union shall be deemed to have abandoned the classification and the position will be confirmed to be classified out of the bargaining unit.

2. For positions being reclassified out of the bargaining unit:

The Union will be advised of the Employer's interest in potentially reclassifying a current bargaining unit position out of the bargaining unit. The updated job description will be sent to the Union for review. If the Union does not agree with the classification as determined by the Employer, the parties will attempt to reach an agreement using PSERA rules and the ALRB guidelines. Should the parties not reach an agreement; the Employer will be responsible for advancing the disagreement to the ALRB within thirty (30) days of the date of the disagreement. Should the Employer fail to advance the reclassification to the ALRB within the thirty (30) calendar days, the Employer shall be deemed to have abandoned the reclassification and the position will remain within the bargaining unit.

Addendum

Any Administrative Professional Technical (APT) positions and Exempt Support Staff positions that were previously excluded under section A of the LOU and which are no longer statutorily excluded from the AUPE bargaining unit because of amendments to *Public Service Employee Relations Act (PSERA)* by *Bill 29: Public Service Employee Relations Amendment Act, 2018* effective June 1, 2019 would be excluded from the effect of the LOU and may be reviewed by the Alberta Labour Relations Board upon application and the behest of AUPE. In the event some other representative group, Union or Association makes application for determination or certification, AUPE can object and be proactive by filing the necessary applications to the Board. The LOU does not bar any AUPE applications.

There is a pending consideration by a representative group of Administrative Professional Technical (APT) and Exempt Support Staff in which the position of the employer is a consultative process to designate as academic staff and included in the faculty bargaining unit.

All terms of this Letter of Understanding are ultimately subject to any order of the Alberta Labour Relations Board under s. 58.6 of the Labour Relations Code.

SIGNED THIS _____ DAY OF _____, 2019.

ON BEHALF OF THE BOARD OF
GOVERNORS OF THE SOUTHERN
ALBERTA INSTITUTE OF TECHNOLOGY

ON BEHALF OF LOCAL 039 OF THE
ALBERTA UNION OF PROVINCIAL
EMPLOYEES

Chair - Scott Thon

President - Guy Smith

the property of the employer.

4.) Court Time

When an employee in the Peace Officer classification is summoned or subpoenaed as a witness or a defendant to appear in Court in an official capacity to give evidence or to produce employer records during regular scheduled weekly work hours, time spent at Court proceedings including travel time shall be recognized towards the regular weekly hours of work and pay shall be at straight time.

If the Court time is scheduled outside of their regular weekly work hours, or on a day of rest, they shall be paid overtime compensation as set out in Article 15.

5.) Complaints Against Peace Officer

The Parties acknowledge that the Peace Officer Act and Peace Officer (Ministerial) Regulation creates a statutory complaint process that must be adhered to by the Employer and the Peace Officer, in addition to any discipline process pursuant to the collective agreement.

The Employee has right to be accompanied by a Union representative or Union Steward during an interview arising from a complaint that may be subject to disciplinary action.

6.) Training Requirements

The Peace Officer will be required to attend mandatory annual training as set out by the employer. All mandatory Peace Officer training will be identified, per the requirements of the Peace Officer Act and Regulations, and will be provided by the employer.

Employees in the Peace Officer classification shall hold and maintain an up to date Peace Officer certification as a condition of employment.

7.) Peace Officer Salary Schedule

Class	Title	1	2	3	4	5	6	7	8
		5,004.13	5,181.78	5,365.73	5,556.22	5,753.46	5,957.71	6,169.21	6,388.22
0	Peace Officer	60,049.60	62,181.36	64,388.80	66,674.60	69,041.55	71,492.52	74,030.51	76,658.59
		28.87	29.89	30.96	32.06	33.19	34.37	35.59	36.86

8.) Application of Collective Agreement to Peace Officers

All terms and conditions of the SAIT/AUPE Collective Agreement apply to the Peace Officer classification except where abrogated by the relevant legislation or as amended by this LOA. This LOA shall form part of the current collective agreement and will be in full force and effect during the term of this Collective Agreement.

SIGNED THIS _____ DAY OF _____, 2019.

ON BEHALF OF THE BOARD OF
GOVERNORS OF THE SOUTHERN
ALBERTA INSTITUTE OF TECHNOLOGY

Chair - Scott Thon

ON BEHALF OF LOCAL 039 OF THE
ALBERTA UNION OF PROVINCIAL
EMLPOYEES

President - Guy Smith

LETTER OF UNDERSTANDING #6

BETWEEN

THE SOUTHERN ALBERTA INSTITUTE OF TECHNOLOGY (SAIT)

AND

LOCAL 039 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)

RE: Power Plant Hours of Work

WHEREAS the Power Plant operates twenty-four (24) hours per day, three hundred and sixty-five (365) days per year;

AND WHEREAS in order to operate the Power Plant effectively it is beneficial to both the Employees and to the Board to operate on a variety of rotating shifts;

NOW THEREFORE the Parties agree to the following for Full-time Shift Engineers and Assistant Shift Engineers (Utility Plant Operators I and II):

- 1.) For the purposes of effective operation of the Plant, Shift Engineers and Assistant Shift Engineers can be scheduled, with proper notice, to work rotating twelve (12) hour day or night shifts or eight (8) hour maintenance shifts, paid at regular rates of pay.
- 2.) Hours of work will be averaged to a forty (40) hour work week within a five (5) week period.
- 3.) For the purposes of administering Article 15 - Overtime, Shift Engineers and Assistant Shift Engineers will only be compensation for overtime where their approved hours worked exceed twelve (12) in a day, or exceed eight (8) hours on a day scheduled for eight (8) hours, or exceed an average of forty (40) hours per week over the five (5) week averaging period.
- 4.) A copy of the Schedule shall be posted in a conspicuous location in the Power Plant.
- 5.) The Board may from time to time make temporary changes to the schedules of Shift Engineers and Assistant Shift Engineers. Such changes shall be made in accordance with the Employment Standards Code.
- 6.) For the purposes of administering Article 32 - Paid Holidays, Shift Engineers and Assistant Shift Engineers will be compensated for a Paid Holiday on the day on which the Paid Holiday actually occurred and not on a day-in-lieu for a Paid Holiday.
- 7.) Unless otherwise stipulated in this LOU, the terms of the main body of the Collective Agreement and the Employment Standards Code shall apply. In the event of a conflict between this LOU and the main body of the Collective Agreement or any SAIT policy, the terms of the LOU shall prevail.

SIGNED THIS _____ DAY OF _____, 2019.

ON BEHALF OF THE BOARD OF
GOVERNORS OF THE SOUTHERN
ALBERTA INSTITUTE OF TECHNOLOGY

ON BEHALF OF LOCAL 039 OF THE
ALBERTA UNION OF PROVINCIAL
EMPLPOYEES

Chair - Scott Thon

President - Guy Smith

LETTER OF UNDERSTANDING #7
BETWEEN
THE SOUTHERN ALBERTA INSTITUTE OF TECHNOLOGY
AND

LOCAL 039 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: Banner 9 Implementation

The parties recognize that the Banner 9 implementation may result in changes to how work is completed at SAIT, and the parties further recognize that the full impact of the Banner 9 implementation is not yet known. As such, the parties acknowledge the importance of discussions between SAIT employees and their supervisors where an employee's workload is excessively impacted as a direct result of Banner 9 implementation.

Employees are encouraged to regularly discuss the manageability of their workloads with their direct supervisors. Excessive workloads are of concern to Employees, the Union and the Employer. Temporary increase in workloads will be an inevitable result of the changes caused by the implementation of Banner 9. The Parties also agree that fluctuations in workload are normal and acceptable as long as they do not become excessive.

The Workload Review Process is intended to address excessive workloads assigned by the Employer resulting from the implementation of Banner 9. Excessive workloads are systemic and unmanageable workloads that span extended periods of at least 60 days; excluding the first 90 days after Banner 9 implementation.

The Workload Review Process is not intended to prevent SAIT from addressing performance management issues with an employee.

Throughout the Workload Review Process, the parties involved will look for ways to improve processes, create efficiencies, and assess resources available to respond to workload issues.

Workload Review Process:

Where an Employee or group of Employees are concerned their workloads are excessive, as defined in this letter of understanding, the Employee or group of Employees may raise the concern to the Manager, equivalent position, or designate in writing. The Manager, equivalent position, or designate shall meet with the Employee or group of Employees within ten (10) workdays of the concern being raised to discuss and resolve the concern. The Manager shall provide a response in writing.

The time limits in the Workload Review Process may be adjusted by mutual agreement of the Parties.

A representative of the Union may assist an Employee or group of Employees during the Workload Review Process.

The Workload Review Process is not subject to the Grievance Procedure set out in Article 25.

SIGNED THIS _____ DAY OF _____, 2019.

ON BEHALF OF THE BOARD OF
GOVERNORS OF THE SOUTHERN
ALBERTA INSTITUTE OF TECHNOLOGY

ON BEHALF OF LOCAL 039 OF THE
ALBERTA UNION OF PROVINCIAL
EMPLPOYEES

Chair - Scott Thon

President - Guy Smith

LETTER OF UNDERSTANDING #8

BETWEEN

THE SOUTHERN ALBERTA INSTITUTE OF TECHNOLOGY

AND

LOCAL 039 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: Use of Agency Staff for Administrative Assistant I and II

1. The Employer agrees that when it engages Agency Staff for the classification of Administrative Assistant I and Administrative Assistant II it will limit such engagement to 60 calendar days.
2. In the event that the Employer determines that position abolishment(s) are required in accordance with Article 12 of the Collective Agreement, any Agency Staff engaged as Administrative Assistant I and II shall be included in the group of individuals referred to in Step I of 12.03 (a).

SIGNED THIS _____ DAY OF _____, 2019.

ON BEHALF OF THE BOARD OF
GOVERNORS OF THE SOUTHERN
ALBERTA INSTITUTE OF TECHNOLOGY

ON BEHALF OF LOCAL 039 OF THE
ALBERTA UNION OF PROVINCIAL
EMPLOYEES

Chair - Scott Thon

President - Guy Smith

LETTER OF UNDERSTANDING #9

BETWEEN

THE SOUTHERN ALBERTA INSTITUTE OF TECHNOLOGY

AND

LOCAL 039 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: Unpaid Leaves of Absence Under the Employment Standards Code Alberta

The Employer shall provide the following unpaid leaves of absence in accordance with the requirements of the *Employment Standards Code*, Alberta, as amended from time to time:

Compassionate Care Leave

An Employee who has been employed by SAIT for at least 90 days is entitled to unpaid compassionate care leave for a period of up to 27 weeks for the purpose of providing care or support to a seriously ill family member, in accordance with the *Employment Standards Code* and Employment Insurance (EI) legislation.

Critical Illness Of A Child Leave

An employee who has been employed by SAIT for at least 90 days will be granted unpaid leave up to 36 weeks of job protection for or the purpose of providing care or support to their child in accordance with the *Employment Standards Code* and Employment Insurance (EI) legislation.

Death Or Disappearance Of A Child Leave

An employee who has been employed by SAIT for at least 90 days will be granted unpaid leave up to 52 weeks of job protection for employees whose children have disappeared due to a crime or up to 104 weeks if child died due to a crime in accordance with the *Employment Standards Code*.

Domestic Violence Leave

An employee who is a victim of domestic violence and has been employed by SAIT for at least 90 days is entitled to unpaid domestic violence leave of up to 10 days in a calendar year in accordance with the *Employment Standards Code*.

Family Responsibility Leave

An employee who has been employed by SAIT for at least 90 days is entitled to up to 5 days of unpaid leave in a calendar year, but only to the extent that the leave is necessary to meet their family responsibilities in relation to a family member in accordance with the *Employment Standards Code*.

Citizenship Ceremony Leave

An employee who has been employed with SAIT for at least 90 days is entitled to up to a half-day of unpaid leave to attend a citizenship ceremony to receive a certificate of citizenship, as provided for under the *Citizenship Act* (Canada) and regulations made under that Act.

SIGNED THIS _____ DAY OF _____, 2019.

ON BEHALF OF THE BOARD OF
GOVERNORS OF THE SOUTHERN
ALBERTA INSTITUTE OF TECHNOLOGY

ON BEHALF OF LOCAL 039 OF THE
ALBERTA UNION OF PROVINCIAL
EMPLOYEES

Chair - Scott Thon

President - Guy Smith

LETTER OF UNDERSTANDING #10
BETWEEN
THE SOUTHERN ALBERTA INSTITUTE OF TECHNOLOGY
AND

LOCAL 039 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: Review of Classification Plan

The Employer will engage a third party during the nominal term of the collective agreement to conduct a review of the current Classification Plan as referenced in Article 10 of the Collective Agreement and will provide a copy of the report to the Union.

SIGNED THIS _____ DAY OF _____, 2019.

ON BEHALF OF THE BOARD OF
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ALBERTA INSTITUTE OF TECHNOLOGY

ON BEHALF OF LOCAL 039 OF THE
ALBERTA UNION OF PROVINCIAL
EMPLOYEES

Chair - Scott Thon

President - Guy Smith

LETTER OF UNDERSTANDING #11

BETWEEN

THE SOUTHERN ALBERTA INSTITUTE OF TECHNOLOGY

AND

LOCAL 039 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: Rates of Pay

The Rates of Pay contained in Article 39 and Schedules "A", "B" & "C" shall be subject to the following:

Year 1 (July 1, 2017 to June 30, 2018) - zero percent (0%) increase.

Year 2 (July 1, 2018 to June 30, 2019) - zero percent (0%) increase.

Year 3 (July 1, 2019 to June 30, 2020) - Wage Re-opener.

The parties agree that the Wage Re-opener shall be limited to:

A general wage review for the Rate of Pay in Year 3 (July 1, 2019 to June 30, 2020) as contained in Schedules "A", "B" and "C" of the Collective Agreement and for the position of Peace Officer, Licensed Practical Nurses, and SCP - Student Leader.

The Wage Re-opener shall not be construed in any way as "opening the agreement" for negotiation on any other issues by either party.

If the Parties have not been able to agree upon the Rate of Pay for Year 3, on or before August 30, 2019, either Party may give written notice to the other Party of its desire to submit the issue to interest arbitration before a three-member panel comprised of a nominee of both parties and a chair chosen by the Parties. The arbitration board shall not commence before September 30", 2019*. **

If the Parties are unable to agree upon the chair, the Director of Mediation Services shall choose the chair. The arbitration hearing shall be held no later than December 31, 2019. In reaching its decision, the arbitration panel shall consider the matters identified in section 38 of the *Public Service Employee Relations Act*.

SIGNED THIS _____ DAY OF _____, 2019.

ON BEHALF OF THE BOARD OF
GOVERNORS OF THE SOUTHERN
ALBERTA INSTITUTE OF TECHNOLOGY

ON BEHALF OF LOCAL 039 OF THE
ALBERTA UNION OF PROVINCIAL
EMLPOYEES

Chair - Scott Thon

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* The parties acknowledge that any dates described herein are subject to the requirements of Bill 9: *Public Sector Wage Arbitration Deferral Act*, as amended from time to time.

**The parties also acknowledge that AUPE has filed a court challenge to Bill 9. Additionally AUPE filed a Statement of Claim in the Court of Queens' Bench of Alberta on the grounds that Bill 9 is a violation of the Charter of Rights and Freedoms.

LETTER OF UNDERSTANDING #12

BETWEEN

THE SOUTHERN ALBERTA INSTITUTE OF TECHNOLOGY

AND

LOCAL 039 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: Alberta Minimum Wage

In accordance with the minimum wage increase established by the *Fair and Family-Friendly Workplaces Act* ("Act"), the Parties agree that any hourly rate of pay for any Class or step within a Class contained within Schedule A or C of the Collective Agreement that are below the minimums established by the Act, shall be revised to meet the minimum requirements of the Act.

Schedule A

The Parties agree to alter the Class of employees within the Classification Plan referred to as: Class 5095, bearing the Title: SCP- Team Leader and Class 5096, bearing the Title: SCP- Room Supervisor by merging the two classes into one Class, hereinafter referred to as: SCP- Student Leader, under the new Class 5097.

The Parties further agree that the following rates of pay for the new Class 5097, shall be incorporated into Schedule A of the Collective Agreement:

Step 3:15.59

Step 4:16.20

Step 5:16.78

Step 6:17.37

The Parties yet further agree, that for the purposes of placement of any incumbent that were previously in Class 5095, Step 6, they shall be placed in Step 4 of the new Class 5097.

Schedule C

The parties agree to alter the Salary Scales of employees within the Classification Plan referred to as:

Class 5337, bearing the Title: Food Service Worker by deleting Steps 3,4,5,6 and 7 and Class 5092, bearing the Title: Catering Worker by deleting Steps 3,4 and 5.

The Parties yet further agree, that for the purposes of placement of any incumbent that were previously in Class 5337, Step 3,4,5,6 or 7 they shall be placed in Step 8 of the revised Schedule C and in Class 5092, Step 3,4 or 5, they shall be placed in Step 6 of the revised Schedule C.

The Parties agree that the foregoing will take effect as of October 2018.

SIGNED THIS _____ DAY OF _____, 2019.

ON BEHALF OF THE BOARD OF
GOVERNORS OF THE SOUTHERN
ALBERTA INSTITUTE OF TECHNOLOGY

ON BEHALF OF LOCAL 039 OF THE
ALBERTA UNION OF PROVINCIAL
EMLPOYEES

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