

Letter of Understanding
Between
The Board of Governors of The Southern Alberta Institute of Technology
- and -
The SAIT Academic Faculty Association

RE: Use of Vacation 2021-2022

This Letter of Understanding (“LOU”) is between the Board of Governors of the Southern Alberta Institute of Technology (“SAIT”) and the SAIT Academic Faculty Association (“SAFA” or the “Association”) and is a recognition of the tentative agreement on Sections 32 and 33.

The Parties recognize and acknowledge that:

Historically, there has been an overarching mindset at SAIT, among employees of all groups, and their leaders, that vacation is taken only as it is earned. This has resulted in a culture of waiting until the required amount of vacation has been accrued before it is used. For example, many employees have waited until their second year of service in order to use the vacation accrued during their first year of service.

As a result of this culture of waiting to take vacation, vacation banks at SAIT have become a significant financial liability for the institution. During 2020, in part due to a Letter of Understanding, COVID-19 health measures and emphasis on effort, academic staff members drew down a significant portion of vacation liability; however, in order to ensure that the liability remains low, a permanent shift in culture is required.

The culture must shift towards one that encourages academic staff members to take periods of rest as needed, and strive for an annual planning of vacation that includes planning before the vacation is earned.

The intent of this letter of understanding is exactly that: to shift the institution’s culture towards one that takes and plans vacations throughout the academic year, not only as vacation is earned and banked.

Unless otherwise stated, the Parties agree and notwithstanding any conflicting rights and obligations specified in Section 32 and 33 of the 2017-2020 Collective Agreement, the following terms and conditions will apply to annual vacation leave while this LOU remains in effect:

1. Vacation year will be defined as a 12-month period from May to April. This change takes effect as of May 1, 2021.
2. This LOU will apply to all academic staff members who are entitled to earn vacation in accordance with the Collective Agreement.
3. An academic staff member eligible for an annual vacation leave in accordance with Section 32 or 33 of the Collective Agreement shall receive their yearly allotment of vacation days on June 15, 2021 retroactively to May 1, 2021.
4. An academic staff member who commences employment after June 1, 2021, shall have their annual vacation leave bank prorated as outlined in the 2017-2020 SAFA/SAIT Collective Agreement Section 32.01 (c) or 33.02(a).

5. Scheduling of the annual vacation leave will be discussed at minimum annually between the academic staff member and the Academic Chair/leader. A mutually agreed upon documented plan will be the outcome from this meeting. Once a plan has been achieved, it cannot be changed without written mutual agreement.
6. Vacation plans may include but are not limited to, at least one period of a minimum of 20 consecutive work days off, no less than a single full day off, or a combination of vacation and work days throughout the work week. Half day increments may only be used at an academic staff member's request.
7. Subject to operational requirements as determined by SAIT, academic staff members shall be scheduled to take any currently banked Annual Vacation Leave during the period of May 1, 2021 to April 30, 2022. The Parties acknowledge that academic staff members with extraordinarily large vacation balances may be required to reduce that balance over several vacation years.
8. For the purposes of this LOU, should an academic staff member resign or retire from SAIT or have their position abolished, any negative balance shall not be deducted from any final payroll payment nor will it be required to be reimbursed.
9. Should an academic staff member resign or retire from SAIT or have their position abolished, a prorated portion, as per 32.01(c) or 33.02(a) respectively, of the 2021/2022 vacation bank as of May 31, will be removed from the yearly balance, the remaining balance will be paid out.
10. If an academic staff member has an adjunct contract during the period of April 1, 2021 to August 31, 2021 this contract shall continue unless cancelled due to non-delivery of the course/program.
11. An academic staff member who is absent because of General Sick Leave or Long-Term Disability, or who is in the receipt of Workers Compensation, or who is on a Leave of Absence shall have no extraordinary rights under this Letter of Understanding and shall be subject to this LOU on the same basis as other employees, once they have returned to work.

All academic staff members will be required to complete the required leave report within 10 days of returning from vacation. This ensures the balance stays up to date.

Unless otherwise specified all other provisions of the Collective Agreement continue to apply and remain in full force and effect during the term of this Letter of Understanding.

This LOU may be revised or amended based upon the mutual agreement of the Parties.

This LOU becomes effective upon date of execution by both parties and will expire upon the date the renewal collective agreement is made effective.



SAFA, President

June 1 2021
Date



Director, Labour Relations

June 1, 2021
Date