LETTER OF AGREEMENT
BETWEEN:
THE SOUTHERN ALBERTA INSTITUTE OF TECHNOLOGY
- and –
LOCAL 039 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES


This Letter of Agreement (LOA) is between the Board of Governors of the Southern Alberta Institute of Technology (“SAIT”) and the Alberta Union of Provincial Employees (“AUPE” or the “Union”).

The Parties recognize and acknowledge that:

a. The Government of Alberta and the City of Calgary have implemented emergency measures to minimize the exposure to risks related to COVID-19, and that these measures have a direct impact to the operations of SAIT;
b. These measures have created an environment where most of SAIT’s operations need to be run remotely for an unknown period of time, and most employees have been asked or are working from home; The Parties recognize, however, that some work is not conducive to work-from-home arrangement, the full scope of the employees’ job cannot be done remotely or funding sources used to pay salaries may not be available.
c. The Parties further recognize the impact of Covid-19 will change and there is a commitment to share information as it becomes available.
d. The situation has put SAIT under financial stress, and SAIT has had difficulty identifying work which can be performed remotely for all its employees; and
e. The Government of Alberta and the Government of Canada have implemented programs to provide relief to those who are impacted by layoffs due to COVID-19.

For the purposes of this LOA, a “layoff” is intended to mean a temporary period of unpaid leave, where:

- Such leave is initiated by SAIT for reasons related to a lack of productive work or financial constraints;
- A relationship is maintained between SAIT and the employee;
- There is an intention to recall the employee to paid work at a particular date, or within a reasonable time in the circumstances; and
- Benefits are maintained for the employee (as described below).

The Parties agree that this LOA represents a without prejudice one-time agreement, not intended to diminish other rights the Parties may have, including:

- The procedural protections for employees in the abolishment process, as set out in Article 12; and
- The retained management rights of SAIT, as described in Article 4.
• The Parties agree that should SAIT be required to implement layoffs as a result of COVID-19, the following provisions will apply:

1. In the event of a layoff, SAIT shall provide the following notice or pay in lieu of notice to Permanent Position and Sessional Position Employees:
   • One (1) week notice if the Employee has less than two years of continuous service; or
   • Two (2) weeks’ notice if the Employee has 2 or more years of continuous service

Layoff notice shall not be required for Probationary Employees.

Employees who are given notice of temporary layoff may choose to apply some or all of their accrued annual vacation balance or compensatory time off, prior to commencing the temporary layoff, at which time the employee will be issued a Record of Employment (ROE) and put on temporary layoff without pay.

2. An employee who is absent because of Vacation, or who is cleared to return to work from General Sick Leave, Long-Term Disability, or the receipt of Workers Compensation, or who is on a Leave of Absence shall have no extraordinary rights under this Letter of Agreement, and shall be subject to temporary layoff and access to vacation use on the same basis as other employees.

3. During the layoff period, SAIT will maintain employee benefits, paying both the employer and employee portion of contributions. However, with regard to the long term disability plan, this benefit will only be maintained if the employee pays the premium, in order to preserve the non-taxable status of the benefit. SAIT will continue to make employer contributions towards Local Authority Pension Plan during the temporary period. Subject to the terms of the Local Authorities Pension Plan, employees on temporary layoff will be provided a one-time opportunity to purchase pensionable service equivalent to the duration of time spent on temporary layoff.

4. In determining the order of recall of employees, the primary consideration will be the timing at which various parts of SAIT’s operations resume. Employees shall be eligible to be recalled only to the position to which they encumbered previous to layoff, within the same department, and the same general functional area/job classification in order of qualifications, except that where there are 2 or more employees that have relatively equal qualifications they shall be eligible for recall in order of their seniority date as defined in Article 5.06.

Employees will be provided seven (7) calendar days’ notice to return unless there are circumstances beyond the control of the AUPE staff member which prevent the AUPE staff member from returning, as reasonably determined by the employer. Employees may return earlier than one (1) week if mutually agreed by Manager and employee.

5. Employees subject to temporary layoff, once returned to work, will be reflected as being continuously employed for purposes of Article 5.06.

6. If a Permanent or Sessional employee is not recalled within 180 days from the date of layoff, the employee’s employment will be considered to be ended and the employee shall be entitled to receive a payment equal to the combination of pay in lieu of notice in accordance with Article 12.04 less the notice provided for in this Letter of Agreement.
(only if it was provided as pay in lieu of notice), and a severance payment in accordance with Article 12.05.

7. An employee who is not recalled shall be vested with the right to be appointed the first available comparable position within the same general functional area through competition limited to such Employees with vesting rights (either through this letter of agreement or through the provisions of Article 12), such vesting is to last 180 consecutive calendar days commencing on the 181st day of layoff.

8. Employees subject to temporary layoff will not have access to casual illness leave provisions or Long Term Disability benefits (unless the employee has maintained the LTD benefit as outlined in 3 above) during the period of temporary layoff except where an employee is hospitalized during the temporary layoff, in which case the employee will be reinstated for the purpose of being placed on general illness leave for the period of hospitalization. Immediately following hospitalization, the Employee will be placed back on layoff for the duration of the temporary layoff period.

9. Further to Clause 7.03 and Article 37, the Parties must meet as often as deemed necessary to monitor the application of this Letter of Agreement.

10. Employees subject to temporary layoff shall retain access to SAIT email accounts during the period of temporary layoff.

11. There shall be no deduction or remittance of the Union’s regular monthly Membership Dues during the temporary layoff period.


13. This LOA may be revised, amended or extended by mutual agreement in writing between the parties.

This Letter of Agreement has been entered into on a one-time basis and does not minimize the inherent management rights SAIT retains as outlined in the 2017-2020 collective agreement, Article 4- Management Recognition.

On behalf of SAIT Date September 18, 2020

On behalf of AUPE Date September 18, 2020

President