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

RE: Use of Annual Vacation Leave from May 6, 2020 to March 31, 2021

This Letter of Agreement 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:

• The Alberta Provincial Government has provided a SAIT reduction target of $25 Million in expenditures, reduction of the vacation liability assists with SAIT achieving this target.
• AUPE’s outstanding vacation liability is approximately $3 million dollars. By reducing the vacation liability, while this does not guarantee there will not be future position abolishment’s or future budget or funding changes, it may lessen the risk or impact of future position abolishment’s.

Unless otherwise stated, the Parties agree notwithstanding any rights and obligations specified in Article 33 of the Collective Agreement, the following terms and conditions will apply to annual vacation leave:

1. This LOA will apply to all AUPE employees who are entitled to earn vacation in accordance with the Collective Agreement.
2. Employees are required to submit a vacation usage plan to their Team Leader or manager to ensure their accrued vacation entitlements are exhausted by March 31, 2021. This plan shall be submitted to SAIT no later than May 31, 2020 and, where possible, shall consist of a block of consecutive work days.
3. Subject to operational requirements as determined by SAIT the usage plan shall have certain dates adhered to when the usage must take place, they are as follows:
   i) All vacation entitlements earned in 2018 or earlier for the vacation leave year of 2019 must be planned and taken by September 30, 2020.
   ii) All vacation entitlements earned in 2019 for the vacation leave year of 2020 must be planned and taken by December 31, 2020.
   iii) All vacation entitlements earned in 2020 for the vacation leave year of 2021 is available immediately and must be planned and taken by March 31, 2021.
4. Once the vacation usage plan is approved and authorized, they shall not be changed, other than in cases of extenuating circumstances, emergency, or by mutual agreement. A request to change the vacation plan shall not be unreasonably denied. An employee requesting to change the vacation plan must re-book the vacation entitlement and be used by March 31, 2021.
5. A combination of vacation and workdays is allowable as long as is acceptable from an operational requirement perspective.
6. An employee who is absent because of GSL 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 Agreement, and shall be subject to this LOA on
the same basis as other employees, once they have returned to work.

7. For the purposes of this LOA, should an employee resign or retire from SAIT the
negative balance shall not be deducted from any final payroll payment nor will it be
required to be reimbursed.

8. If SAIT determines a department must shut down for a period of time, no employee shall
be forced to use their vacation entitlements.

9. All employees will be required to complete the leave report on the 16th and the end of
the month to ensure that the vacation balances stay up to date. The employee will be
contacted by their leader to complete this if not completed.

10. 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 Agreement.

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

This LOA becomes effective upon signature of duly authorized representatives of the Parties
and expires at ratification of a new collective agreement or March 31, 2021 which ever come
first.

On behalf of SAIT

On behalf of AUPE

May 4, 2020

May 1, 2020