MEMORANDUM OF SETTLEMENT

With respect to the Collective Agreement

between

The Board of Governors of Southern Alberta Institute of Technology (SAIT)

(hereinafter referred to as the “Employer”)

and

Alberta Union of Provincial Employees (AUPE)

Local 039

(hereinafter referred to as the “Union”)

The Parties agree this Memorandum of Settlement (“Agreement”) including all attachments constitutes full and complete settlement of revisions to the collective agreement.

Both parties agree to recommend the terms of this Agreement to their respective principals and or members for ratification. The revised collective agreement shall reflect the following:

1. The term of the Collective Agreement shall be July 1, 2020, to June 30, 2024.
2. The Parties agree the Employees shall receive the following wage adjustments during the term of the Collective Agreement:
3. Effective July 1, 2020 - zero (0%) percent to wage rates.
4. Effective July 1, 2021 – zero (0%) percent to wage rates.
5. Effective July 1, 2022 – zero (0%) percent to wage rates.
6. Effective April 1, 2023 – one point two five percent (1.25%) to wage rates for all positions.
7. Effective December 1, 2023 – one point five percent (1.50%) to wage rates for all positions.

A 0.5% potential gain share entitlement for all employees employed on February 28, 2024, the eligibility for such payment subject to the following Sharing Formula:

Alberta's 20-year average (2000-2019) of Real Gross Domestic Product (GDP) is 2.7%. Provided that the "Average of All Private Forecasts for Alberta's Real GDP" for 2023 Calendar Year is at or above 2.7% as of February of 2024, then an additional 0.5% will be added to wages retroactively effective to January 1, 2024.

"Average of All Private Forecasts for Alberta's Real GDP" for 2023 Calendar Year would be a simple average of Alberta's Real GDP for 2023 across the following independent forecasting institutions:

* Conference Board of Canada, Stokes Economics, BMO Capital markets, CIBC World Markets, Laurentian Bank, National Bank, RBC Royal Bank, Scotiabank, TD Bank

The most recent publicly available forecast for Alberta's Real GDP for 2023 would be sourced from each institution at the time the pay-out determination would be made in February 2024.

1. The Salary Schedule will be updated to include the following classifications: Licensed Practical Nurse, Peace Officer, Information Officer III and Sign Language Interpreter.
2. This document and all other signed documents are subject to any necessary corrections that may be required to accurately reflect the understanding and conclusion of these conditions in collective bargaining.
3. This Memorandum of Settlement, comprising the attached provisions shall constitute full and final settlement of all demands, proposals and other matters arising out of collective bargaining between the parties.
4. The parties agree that the Union shall hold a ratification vote and provide the results thereof to the attention of the Employer on or before December 19, 2022.
5. The Employer shall hold a ratification vote not later than December 23, 2022
6. All other matters in dispute between the Parties are withdrawn.

\*\*\* NEW ARTICLE

ARTICLE 12A

Layoff and Recall

12A.01 A layoff is a temporary separation from employment with anticipated future recall and shall not extend beyond one hundred and eighty (180) calendar days unless mutually agreed as per Clause 12A.09.

12A.02 In the event of a layoff the Employer shall notify Permanent or Sessional Employees as follows:

1. Two (2) weeks notice or pay in lieu or any combination thereof if the Employee has less than two years continuous service.
2. Four (4) weeks’ notice or pay in lieu or any combination thereof, if the Employee has two (2) or more years of continuous service).

12A.03 Employees who are given notice of layoff may choose to apply some or all their accured annual vacation balance, compensatory time off, prior to commencing the layoff, at which time the Employee will be issued a Record of Employment.

12A.04 The layoff shall be done in reverse seniority/continuous service by general functional area and job classification (eg: last in first out).

12A.05 Employees shall be recalled to the position to which they were laid off.

12A.06 Notice of recall shall be made by registered mail to the last known address of the Employee. Upon receipt of the notice, an Employee shall have forty-eight (48) hours to reply to the recall notice and five (5) working days to commence employment. At least two (2) attempts will be made to contact the Employee by telephone and email.

An Employee recalled for employment of short duration not exceeding one (1) month at a time when the Employee is employed elsewhere shall not lose recall rights for refusal to return to work.

12A.07 An Employee shall be responsible for providing the Employer with their current personal contact information including address, email, and telephone number for recall purposes.

12A.08 During the layoff period, the Employer will maintain Employee Health and Wellness 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, and may not be extended beyond one hundred and eighty (180) calendar days as allowable by the LTD plan. The layoff period is not pensionale service, and no pension contributions will be made.

12A.09 A layoff shall not extend beyond one hundred and eighty (180) calendar days unless mutually agreed to by the Employer, the Union and the laid off Employee. Where there is no agreement between the Parties, the layoff shall be deemed to be a Position Abolishment and trigger the payment equal to the combination of pay in lieu of notice in accordance with Clause 12B.06 less the notice provided and a severance payment in accordance with Clause 12B.07.

12A.10 An Employee who is not recalled shall be vested with the right to be appointed to the first available comparable position within the same general functional area through a competition limited to such Employees with vesting rights (through the provisions of Article 12B), such vesting is to last one hundred and eighty (180) calendar days commencing on the one hundred and eighty first (181st) day of layoff. Should the laid off Employee provide written notice to the Employer as per Clause 12B.07, the Employee will forfeit access to all vesting rights as outlined in Article 12B.

ARTICLE 12B

Position Abolishment

12B.01 This Article shall apply to Permanent and Sessional positions.

12B.02 Position Abolishment occurs when the Employer eliminates a Position occupied by a Permanent or Sessional Employee which it does not intend to re-establish in the forseeable future.

12B.03 The Employer will provide the Union ten (10) work days notice of an involuntary abolishment of a permanent or sessional Employee’s position (the “position abolishment).

12B.04 Upon request by the Union, the Employer will meet to discuss available comparable positions as outlined in Clause 12B.08 and 12B.09. Such request will be made in writing to Employee Services.

12B.05 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 and sessional 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 and sessional 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 Clause 12B.06 and severance pay in accordance with Clause 12B.07.

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 and sessional 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 Clause 12B.06 and sub-articles thereafter.

12B.06 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.

12B.07 If the Employee is given notice pursuant to Clause 12B.06 , 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 12B.06. 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 12B.06 expires. An Employee who at the end of the notice period specified in Clause 12B.06 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 12B.06 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.

12B.08 A permanent or sessional Employee who:

(a) has more than two (2) years 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 12B.07;

shall accrue the rights set out in the following Clauses.

12B.09 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-Clause 12B.08(b); and/or,

(b) for placement through limited competition as follows:

(i) during the notice periods pursuant to Clause 12B.06, 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 12B.06 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), and who have received severance pay in accordance with clause 12B.07 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 12B.06; the Employer shall undertake to notify those Employee(s) of all such available positions.

12B.10 Throughout the application of this Article, Employees shall be eligible for available positions in order of qualifications, skills and abilities except where two (2) or more Employees have relatively equal qualifications, skills and abilities they shall be eligible for positions in order of their seniority.

12B.11 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.

12B.12 An Employee who accepts a position with a lower maximum salary pursuant to Clause 12B.11, shall retain vested rights pursuant to Clause 12B.09(iv).

B.13 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 12B.09.

12.B14 All reasonable associated expenses related to job training pursuant to Clause 12B.08(b), or competitions pursuant to Clause 12B.09, shall be paid by the Employer in accordance with the Subsistence and Travel Allowance Regulation.

12B.15 During the period of notice of position abolishment pursuant to Clause 12B.06, the Employer will allow the affected Employee a reasonable amount of time off with pay to be interviewed by prospective Employers.

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

Good Friday Remembrance Day

Easter Monday Christmas Day

Victoria Day Boxing Day

Canada Day Christmas Floater

Heritage 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.

THE ARTICLE BELOW REMAIN **STATUS QUO.**

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 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 – four (4) 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,

(k) conditions that require an Employee to be away from work for personal reasons – two (2) days.

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 in clauses 34.01 (a) to (j) 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 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, 2024 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

10025 - 182 Street NW

Edmonton, Alberta T5P 0P7

THE UNION’S PROPOSAL BELOW **WILL NOT** BE INCLUDED IN THE NEW COLLECTIVE AGREEMENT.

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\*\*\* **THIS LETTER WILL BE AMENDED AS SET OUT BELOW. THE CURRENT PEACE OFFICER, CHRIS GRAHAM, WILL HAVE THEIR HOURS OF WORK AND ENTITLEMENTS PROTECTED VIA A LETTER OF AGREEMENT BETWEEN THE PARTIES AND PLACED ON THE EMPLOYEES PERSONNEL FILE.**

LETTER OF UNDERSTANDING #5

BETWEEN

THE SOUTHERN ALBERTA INSTITUTE OF TECHNOLOGY

AND

LOCAL 039 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

**RE: Peace Officer Classification**

An employee in the Peace Officer classification will be responsible to adhere to *the Peace Officer Code of Conduct* and requirements, as set out in the *Peace Officer Ac*t and *Peace Officer (Ministerial) Regulations* within the Province of Alberta.

The responsibilities of the Peace Officer classification will be those outlined in the SAIT / AUPE classification specifications/job description and the Public *Peace Officer Program Regulations*, as amended from time to time.

The Parties agrees to the following revisions to the Collective Agreement as pertains to Peace Officers:

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1.) Protective Clothing (Uniform and Equipment)

Uniform and/or safety equipment shall be supplied, maintained and replaced to employees as required by the employer at no cost to the employee. All Peace Officers shall wear the complete uniform and required equipment during scheduled working hours, including Court time and off-duty training.

The employer will reimburse Peace Officer's to a maximum allowance of $160.00 every two (2) years for CSA approved Safety footwear, upon receipt in a form satisfactory to the Employer. All footwear must comply with the uniform requirement.

Uniform and/or safety equipment, which is damaged or lost that did not occur in the course of duty, will be at the expense of the employee. Clothing and all equipment issued shall remain the property of the employer.

2.) 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.

3.) 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.

4.) 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.



5.) 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.

This Letter of Agreement shall be amended only by mutual agreement.

THE UNION’S PROPOSAL BELOW **WILL NOT** BE INCLUDED IN THE NEW COLLECTIVE AGREEMENT.

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