

## LETTER OF UNDERSTANDING

-between-

The Board of Governors of The Southern Alberta Institute of Technology  
(the “**Employer**” or “**SAIT**”)

- and –

The Southern Alberta Institute of Technology Academic Faculty Association  
(the “**Association**” or “**SAFA**”)

(each a “**Party**”, and collectively the “**Parties**”)

**Re: Temporary Layoffs of Academic Staff Members**

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**The parties recognize and acknowledge that:**

- a. The current Collective Agreement commenced on July 1, 2017, nominally expired on June 30, 2020, and is “bridged” pursuant to *Labour Relations Code*, RSA 2000, c L-1, s 130 (the “**Collective Agreement**”).
- b. SAIT is currently experiencing the impact of the unforeseen and unprecedented global pandemic caused by the SARS-CoV-2 virus that causes COVID-19, which has resulted in ongoing economic, amongst other, consequences to SAIT (the “**Pandemic**”).
- c. SAIT has temporarily restructured its delivery methodology and academic operations to be primarily delivered and/or conducted remotely.
- d. SAIT has decided to defer the delivery of certain programs, reduce the cohort of students in programs, and to alter the supports available to students.
- e. It is unknown how long the Pandemic, and the ongoing economic circumstances resulting from the COVID-19 pandemic, will persist.
- f. The Parties acknowledge it may be necessary for the Employer to layoff academic staff/faculty members.
- g. Section 13 of the Collective Agreement specifies the terms and conditions of employment related to position abolishment.

**THE PARTIES AGREE that the following terms will apply with respect to temporary layoffs conducted as a result of the Pandemic, or as a result of the ongoing impact of the Pandemic on SAIT:**

1. This Letter of Understanding will be effective August 14, 2020 (the “Effective Date”) until August 31, 2021 (the “Expiry Date”), after which it shall expire unless the parties mutually

agree in writing to extend it. If either Party wishes to extend this Letter of Understanding in whole or in part beyond the Expiry Date, they will notify the other Party in writing by April 30, 2021. The Parties will meet no later than May 31, 2021 to discuss the possibility and the conditions under which an extension might be made to this Letter of Understanding.

2. As of the Effective Date, and notwithstanding Section 13 (Position Abolishment) of the Collective Agreement, the Parties agree as follows:
  - a) A “temporary layoff” is defined as “a temporary suspension from work without pay , where the employment relationship between the Employee and Employer continues.”
  - b) A “Term” is defined as any one contiguous four (4) month period, normally commencing in September, January and May.
  - c) In the case of a temporary layoff, the following layoff procedure shall apply:
    - i. Layoffs and recalls within a program, School, or department will be conducted on the basis of qualifications, skills and ability as determined by the employer, and when the foregoing factors are considered relatively equal between two academic staff members, seniority shall govern.
    - ii. SAFA and the academic staff member shall be provided with two (2) weeks’ working notice, or pay in lieu of notice, of any layoff(s) conducted under this Letter of Understanding. SAIT agrees that no notice for any layoffs of permanent employees will be delivered to SAFA before August 17, 2020.
  - d) In the case of recall, the following recall procedure shall apply:
    - i. Subject to 2(g)(ii), an academic staff member must notify SAIT of their intention to return to work within one (1) week of receiving recall notice from SAIT, and must return to work within two (2) weeks of receiving recall notice from SAIT, unless there are circumstances beyond the control of the academic staff member which prevent the academic staff member from returning, as reasonably determined by the employer; failing reasonable justification the member will be deemed to have resigned. If deemed to have resigned, the academic staff member will not be entitled to the provisions contained in Section 13 of the Collective Agreement.
    - ii. If recalled, an academic staff member shall be recalled to the same or a comparable position as they held prior to layoff. With the academic staff member’s agreement, they may be recalled to a non-comparable position.

- iii. It is the responsibility of the academic staff member who has been laid off under this Letter of Understanding to ensure that SAIT has current contact information, including an in-service cellular telephone number during the layoff period. SAIT will continue to provide members with access to their SAIT email addresses, the SAIT email address will be the primary means of communication between the member and SAIT. The member shall ensure that they regularly check their SAIT email address for communication from SAIT.
- e) A temporary layoff shall not extend beyond two Terms unless mutually agreed to by SAIT and the laid-off academic staff member. Where there is no agreement between them, the temporary layoff shall be deemed permanent (termination of employment) due to job abolishment after expiry of the second Term, and the terms of Section 13.05 apply as modified below:
- i. The Employer shall give a permanent academic staff member the equivalent of three (3) months' pay in lieu of notice, less the amount of notice given under 2(c)(ii). In addition to such notice or pay in lieu of notice, the academic staff member shall receive severance pay in the amount of one (1) month pay for each full year of service to a maximum of twelve (12) months.
  - ii. If by mutual agreement an academic staff member is on temporary layoff when this Letter of Understanding expires, they shall be immediately recalled failing which, 2(e)(i) shall apply.
- f) If a temporary layoff extends beyond two Terms by mutual agreement, the laid-off academic staff member may at any time, by written notice to SAIT, trigger the termination of their employment due to job abolishment, and receive the terms of Section 13.05 as modified in 2(e)(i), above.
- g) If after the first one hundred eighty (180) calendar days of temporary layoff SAIT notifies the laid-off academic staff member of its desire to recall them to active employment, the laid-off academic staff member may elect to:
- i. Return to active employment; or
  - ii. Trigger the termination of their employment due to job abolishment, and receive the terms of Section 13.05 as modified in 2(e)(i), above.
  - iii. Where an academic staff member elects 2(g)(ii), SAIT shall then attempt to fill the position with a permanent academic staff member who remains on temporary lay-off and who has the requisite qualifications, skills and ability to perform the position. If the position remains unfilled, SAIT shall post and fill the permanent position pursuant to the collective agreement.

3. Academic staff members whose employment is terminated under this Letter of Understanding shall be vested with the same rights and obligations as contained in Section 13.08 – 13.12 of the Collective Agreement.
4. Academic staff members who are given notice of temporary layoff may elect to use some or all of their accrued annual vacation balance and unused 2020 personal leave days, prior to commencing the layoff. Academic staff members' entitlement to notice under 2(c)(ii) 2(e)(i) shall not be reduced by such use. For the purposes of this Letter of Understanding, should an academic staff member's employment be terminated, any negative vacation balance shall not be deducted from any final payroll payment nor will it be required to be reimbursed; any accrued but unused vacation balance (excluding vacation entitlements provided in accordance with the Impact of Expenditure Targets on Use of Vacation LOU that have not been accrued) shall be paid out.
5. SAIT will maintain an academic staff member's access to group health benefits, paying both the employer and employee portion of the benefit contributions, while a member is on temporary layoff. Continuation of group health benefits will be subject to the terms of the applicable plan/policy. Access to the Employee Family Assistance Program will continue during the period of temporary layoff. If an academic staff member wishes to maintain long-term disability coverage, the member must pre-pay the cost of those premiums, in order to preserve the non-taxable status of long-term disability (LTD) benefits.
6. SAIT will accrue the employer contributions for an academic staff member's Local Authorities Pension Plan (LAPP) entitlement during the temporary layoff period. In the event that the academic staff member is recalled to active employment at SAIT and elects to buyback their service, the employer and employee contributions will be made to LAPP, subject to the terms of the plan. Academic staff members will be provided a one-time opportunity to purchase pensionable service equivalent to the duration of time spent on layoff.
7. Academic staff members on temporary layoff will not have access to Special Leave, Casual Illness Leave, General Illness Leave, or Long-Term Disability benefits (unless the member has maintained their LTD premium payments, which the insurance policy allows to occur for up to a maximum of one hundred eighty [180] days) during the period of layoff except where a member is hospitalized during the layoff, in which case the staff member will be reinstated to General Illness Leave, and their benefit entitlements will be determined in accordance with Section 23 of the Collective Agreement.
8. Academic staff members subject to temporary layoff will continue to accrue service during the period of layoff and service will be reflected as continuous once returned to work. The academic staff members' anniversary date will not be impacted by the period of temporary layoff. These rights also apply to those academic staff members reemployed under 3.

9. SAIT agrees that within a program, School, or department (excluding the Continuing Education and Corporate Training departments), Adjunct, casual, temporary and probationary faculty shall not remain employed, where there are permanent academic staff members with the required qualifications, skills and ability to perform the required work who are subject to temporary layoff, or who are temporarily laid off. SAFA agrees that if a permanent academic staff member is unavailable, unable or unwilling to instruct a course, an Adjunct or casual faculty member may be used on a temporary basis. SAIT will consult with SAFA prior to appointing an Adjunct or casual faculty member to teach.
10. SAIT shall refrain from shifting work presently performed in a program, School, or department outside the Continuing Education and Corporate Training departments, to be performed in the Continuing Education and Corporate Training departments during the currency of this Letter of Understanding. Permanent academic staff members with the required qualifications, skills and ability to perform the required work, whether actively employed or temporarily laid off, will be given first right of refusal for new Adjunct or casual appointments in the Continuing Education and Corporate Training departments during the currency of this Letter of Understanding.
11. SAIT shall notify SAFA in writing when it notifies academic staff members of specific lay-off and recalls occurring under this Letter of Understanding.
12. If under this Letter of Understanding SAIT determines that a senior academic staff member does not have the required qualifications, skills and ability to perform the required work and selects the junior academic staff member, SAIT shall notify SAFA and the senior academic staff member with reasons for its determination.
13. Except as expressly agreed through the terms of this Letter of Understanding, all provisions of the Collective Agreement shall continue to apply.
14. Letter of Understanding Review: The Parties will meet to review this Letter of Understanding, as required and in accordance with the following schedule: before November 15, 2020; before January 30, 2021; before March 15, 2021 and before May 31, 2021.
15. Disputes regarding this Letter of Understanding may be addressed by either Party through the grievance and arbitration procedures in Section 17 of the Collective Agreement.

16. It is understood and agreed by the Parties that the terms and conditions of this Letter of Understanding are being entered on a without prejudice or precedent basis with regard to any future agreements between the Parties.

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**SIGNED AND EXECUTED** this 13<sup>th</sup> )  
day of August 2020. ) Per: Ms. Jody Fraser, Director Employee  
) Services  
)  
) For: Southern Alberta Institute of Technology

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**SIGNED AND EXECUTED** this 13<sup>th</sup> )  
day of August 2020. ) Per: Mr. Blair Howes, President  
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) For: SAIT Academic Faculty  
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