

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

**RE: Impact of Expenditure Targets on Use of Vacation**

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").

The Parties recognize and acknowledge that:

- COVID-19 has put SAIT under additional financial stress. Further to this, the Alberta Provincial Government has provided a SAIT reduction target of \$25 Million target for expenditures, reduction of the vacation liability assists with SAIT achieving this target for March 31, 2021.
- The financial stress caused by all of these financial pressures including the impact of COVID-19, can be mitigated, in part, by academic staff members drawing down their accrued vacation banks.

Unless otherwise stated, the Parties agree and notwithstanding any conflicting rights and obligations specified in Section 32 and 33 of the Collective Agreement, which would remain in effect to the extent they do not conflict, the following terms and conditions will apply to annual vacation leave while this LOU remains in effect:

1. This LOU will apply to all employees who are entitled to earn vacation in accordance with the Collective Agreement.
2. 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 earned vacation days for the period July 1, 2020 to June 30, 2021 on or before May 16, 2020.
3. Vacation Leave shall be taken at such time(s) as determined by the Vice President Academic or their designee. Where possible the Vice President Academic or their designee, will consider an employee's previous vacation request. Employees will be provided with two (2) weeks written notice of the commencement of their Vacation Leave.
4. Subject to operational requirements as determined by SAIT, employees shall be scheduled to take their banked accrued Annual Leave (calculated to June 30, 2020) and future earned vacation entitlements (calculated to June 30, 2021), during the period of May 1, 2020 to August 15, 2020. If a balance remains after August 15, 2020, it shall be taken in accordance to an agreed upon plan between the employee and their leader and, where possible, shall consist of a block of consecutive work days.
5. 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 Understanding and shall be subject to this LOU on the same basis as other employees, once they have returned to work.

April 27<sup>th</sup>  
Blair Hawes  
SAFA PRESIDENT.

6. For the purposes of this LOU, should an employee 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.
7. Employees will not be required to complete any of the requisite preparations for the Fall 2020 Semester prior to call back date. Their presence is not required for online meetings, student inquiries or other typical obligations.
8. If an employee has an adjunct contract during the period of April 1, 2020 to August 31, 2020 this contract shall continue unless cancelled due to non-delivery of the course/program.
9. A combination of vacation and work days is allowable by mutual agreement between the employee and the employer.
10. Employees may be given ten (10) days' notice to return to work should the operational requirement become necessary prior to August 15, 2020.

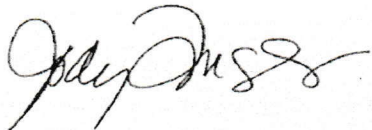
All employees will be required to complete the leave report on the 16<sup>th</sup> and the end of the month to ensure that the vacation balances stay up to date. The employee will be contacted by their academic leader to complete this if not completed.

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.

On behalf of SAIT on April 22, 2020:



On behalf of SAFA on April <sup>27<sup>th</sup></sup>, 2020:

