

Collective Agreement

Between

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

and

**The SAIT Academic Faculty Association
(SAFA)**

July 1, 2020- June 30, 2024

SECTION 1
DEFINITIONS

1.01 In this collective agreement unless the context otherwise requires:

A word used in the singular may also apply in the plural;

- a. "academic staff member" means an employee of the board who, as a member of a category of employees or individually, has been designated as an academic staff member by the Board;
- b. "annual salary" means the annual amount of an academic staff member's regular salary, but excluding any other compensation except that Acting Incumbency Pay shall be included for overtime calculations only;
- c. "Association" means the SAIT Academic Faculty Association (SAFA) established under Section 85 of the *Post-Secondary Learning Act, 2003*;
- d. "Association Representative" means a person who is selected, subject to the limitations specified in Section 6.01, by the academic staff members in SAFA to act on behalf of those academic staff members;
- e. "Designated Officer" means a person who is authorized, on behalf of the Employer to hear and resolve grievances;
- f. "demotion" means a transfer to a position with a lower maximum salary;
- g. "discipline" or "disciplinary action" includes written reprimand(s), suspension(s) and dismissal;
- h. "employee" means a person employed as an academic staff member in one of the following categories:
 - i. "full-time permanent position" - a full-time position, the duties of which are of a continuing nature of indefinite extent, and in which the incumbent is required to work year-round;
 - ii. "part-time permanent position" - a position in which the incumbent is required to work not less than:
 - (a) three (3) hours on each work day in the year, or
 - (b) seven (7) hours per day on two (2) or more work days per week, or
 - (c) ten (10) full work days in each month;
 - iii. "temporary salaried position" - a position established as such in which the incumbent is required for full-time or part-time employment for a definite period;
 - iv. "probationary employee" means an academic staff member who during the member's initial period of employment is serving a probationary period;

- v. "casual employment" is non-permanent employment on an hourly basis for use in approved programming before 6 pm. A casual academic staff member may work up to the standard hours of work in Section 31, Hours of Work however, when the hours of work exceeds eight hundred (800) contract hours in an academic year, the academic staff member must be assigned to a temporary salaried or permanent position for the subsequent academic year. For the purposes of determining the 800-hour threshold, any adjunct contract hours worked in any approved program that academic year will apply.
- vi. "Adjunct faculty" is a position established to instruct on a non-permanent hourly basis as specified in Section 36.11 (b).
- i. "Employer" means the Board of Governors established by the Lieutenant Governor in Council to operate and control the Southern Alberta Institute of Technology as described in Section 43(1) of the *Post-Secondary Learning Act*, 2003;
- j. "hourly rate" means the annual salary divided by the academic staff member's normal annual hours of work;
- k. "increment" means the difference between one step and the next step as outlined in Section 50;
- l. "maximum salary" means the highest period of the highest step assigned to a class;
- m. "minimum salary" means the lowest period of the lowest step assigned to a class;
- n. "month " means a calendar month;
- o. "monthly salary" means annual salary divided by twelve (12);
- p. "pay range" means a single salary grade established for:
 - i. Faculty as per Section 50, and
 - ii. Classifications other than Faculty as per Section 50
 - iii. Adjunct faculty as per LOU Adjunct Faculty
- q. "Performance Reviews" are both a formative and summative process whereby performance objectives are established and reviewed;
- r. "step" means a numbered position on the salary table in Section 50;
- s. "day" means work day unless otherwise specified;
- t. "work day" means any day on which an academic staff member is normally expected to be at their place of employment. Saturday and Sunday are not normally days of work.
- u. "asynchronous"- asynchronous learning is defined as a learning experience where students engage with instructors and fellow students at a time of

their convenience and do not need to be co-present online or in a physical space.

- v. “synchronous” synchronous learning is defined as a learning experience where students interact with instructors and other students at a set time.
- w. “approved”- For the purposes of determining the type of employment only, approved programs may include the following credentials: Degree, Applied Degree, Diploma, Certificate, Apprenticeship, Academic Upgrading, Open Studies, English Language Foundations. Other credentials may be added with consultation between the Parties.
- x. “non-approved”- For the purposes of determining the type of employment only, non-approved programs may include programs such as Continuing Education, Third party credit, Customized corporate training, overseas programming, micro-credentials. Other programs may be added with consultation between the Parties.
- y. Classroom Instructional Hour- Fifty (50) minutes of scheduled classroom instruction. Classroom instruction may take place synchronously or asynchronously and may incorporate virtual classrooms and/or physical classrooms.

**SECTION 2
EFFECTIVE DATE AND TERM**

2.01 Except as otherwise provided, this collective agreement shall take effect as of the date of ratification by the Association and shall remain in effect until June 30, 2024 and shall remain in effect thereafter until a replacement collective agreement is established.

2.02 The term of this collective agreement is:

July 1, 2020: 0%,

July 1, 2021: 0%,

July 1, 2022: 0%,

April 1, 2023: 1.25% (effective 1st day of 10th month of year three of the renewal collective agreement),

December 1, 2023: 1.5% (effective 1st day of 6th month of year four of the renewal collective agreement),

An additional 0.5% ATB increase retroactive to December 1, 2023 (effective 1st day of 6th month of year four of the renewal collective agreement), payable in the February 2024 or March 2024 "pay cheque," subject to the following "Gain Sharing Formula."

- Gain 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 the 2023 Calendar year is at or above 2.7% as of February of 2024, then an additional 0.5% will be applied retroactively effective on the first day of the sixth (6th) month of Y4 (i.e. December 1, 2023).
- "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.

**SECTION 3
JURISDICTION**

- 3.01 The provisions of this agreement apply to all employees occupying positions in the academic staff of the Employer within the Province of Alberta for the term of this agreement designated as:
- (a) Faculty
 - (b) Librarian I
Librarian II
Librarian III
 - (c) Educational Counsellor I
Educational Counsellor II
- 3.02 SAIT and the Board of Governors may from time to time enter into agreements to deliver SAIT curriculum to Parties who are outside the jurisdiction of Alberta. In situations where SAFA members are asked and have agreed to deliver instruction outside of the jurisdiction of Alberta, the terms and conditions as outlined in the Collective Agreement shall not apply except for Section 6.03 - Association Membership and Dues Deduction.
- 3.03 SAFA Employees on secondment to deliver such instruction shall maintain benefits and rights to return to their pre-secondment appointment. Such secondment shall not constitute a break in service.

**SECTION 4
MANAGEMENT RECOGNITION**

- 4.01 The Association recognizes that all functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this collective agreement are retained by the Employer.

**SECTION 5
SAIT ACADEMIC FACULTY ASSOCIATION RECOGNITION**

- 5.01 The Employer recognizes the Association as the exclusive bargaining agent for all academic staff members covered by this collective agreement. The Employer shall not recognize any academic staff member or group of academic staff members as representing the Association, nor shall the Employer enter into any separate agreement(s) with an academic staff member, a group of academic staff members or an Association representative which compromises the terms or conditions of employment contained in this collective agreement without the prior written approval of the President of the Association.

- 5.02 The Employer and the Association agree that there shall be no discrimination or coercion exercised or practiced with respect to any academic staff member for reason of membership or legitimate activity in the Association.
- 5.03 The Employer will provide specific bulletin board space for use of the Association at locations on the Employer's premises, which are accessible to academic staff members. Sites of the bulletin boards are to be determined by the Employer and the Association. Bulletin board space shall be used for the posting of the Association information directed to its members. All items to be placed on bulletin boards shall be cleared by Associate Vice President of Employee Services or designate prior to posting.
- 5.04 Meeting rooms on any campus may be booked, if available, by the Association and such rooms will be provided by the Employer without charge.
- 5.05 An academic staff member shall have the right to wear or display the recognized insignia of the Association; however, no such insignia larger than a lapel pin shall be worn on issued clothing or uniforms, nor shall an insignia be displayed on Employer's equipment or facilities.

SECTION 6 ASSOCIATION MEMBERSHIP AND DUES DEDUCTION

- 6.01 All academic staff members covered by this collective agreement shall become members of the Association as a condition of employment.
- 6.02 Notwithstanding the generality of the above, all academic staff members covered by this collective agreement shall be required to pay association dues. The Employer shall, therefore, as a condition of employment, deduct each month the amount of the association dues as set by the Association from time to time from the pay of all academic staff members covered by this collective agreement.
- 6.03 All instruction offered by any independent contractor, in either approved programming or non-approved programming offered under SAIT auspices on or off the SAIT campus is subject to the payment of Association dues.
- 6.04 (a) The Employer shall remit association dues deducted from the pay of all academic staff members to the Association by the first working day after the fifteenth calendar day in the following month. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding month. The deductions remitted shall be accompanied by particulars identifying each academic staff member in a form showing academic staff member number, School, starting date, association dues, type of appointment, amount deducted, name, email and last known address. Further, the Employer shall provide to the Association, on a monthly basis, a list containing the name and last known address of current recipients of Long Term Disability Insurance and Retirees.

- (b) The Employer shall remit Association dues, by employees under 6.03, in the same manner provided under 6.04(a) except that a single payment may be made to cover the whole contract. Each contract must be identified in the report either by individual name or by registered company.
- 6.05 The Association shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the academic staff members covered by this collective agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.
- 6.06 The Association agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Section.

SECTION 7 LEGISLATION AND THE COLLECTIVE AGREEMENT

- 7.01 In the event that any laws of the Government of Alberta or Canada render null and void, or reduce any provision of this collective agreement, the remaining provisions shall remain in effect for the term of the collective agreement. The Parties hereto may negotiate, in accordance with the bargaining procedures herein provided a different provision to be substituted for the provision rendered null and void, or reduced.
- 7.02 Where a difference arises out of the provisions contained in a Section of the collective agreement, and the subject matter is also covered in Employer regulations, policies, procedures, guidelines or directives, the collective agreement shall supersede.

SECTION 8 EMPLOYER-ASSOCIATION RELATIONS

- 8.01 Recognition of Association Representatives who are not members of the academic staff shall be limited to the following:
- (a) two members of the Negotiating Committee,
 - (b) two representatives in an arbitration hearing under the provisions of Section 17.14 of this Agreement
 - (c) one representative at meetings held with respect to Level 1 and Level 2 grievance meetings.
- All other Association Representatives shall be academic staff members.
- 8.02 With respect to Sub-section 8.01(c), the Association will use Association Representatives who are not members of the academic staff only when expertise is required that is not available from academic staff members.

- 8.03 The Association will notify the employer of the intention to use Association Representatives who are not members of the academic staff at any hearing or meeting.
- 8.04 The Employer will grant association representatives access to its premises for:
- (a) negotiations, or
 - (b) participating in committees with representatives of the Employer, or
 - (c) investigating or dealing with a grievance, providing such privilege will not interfere with the operations of the department/school concerned.
- 8.05 The Employer may grant association representative(s) access to its premises for other purposes approved in advance by the Employer. Such approval will not be unreasonably denied.
- 8.06 The Employer and the Association will exchange lists of designated officers and association representatives for the purposes of grievance investigation by October 31 of each year.
- 8.07 The Employer recognizes the association representative as an official representative of the Association.
- 8.08 The Employer acknowledges the right of the Association to appoint academic staff members in the bargaining unit as association representatives.
- 8.09 The Association, in consultation with the Employer, shall determine the number of association representatives having regard to operational needs and the distribution of academic staff members at the work place.
- 8.10 The parties agree that a Joint Advisory Committee shall normally meet at least once a month to review and discuss matters referred by, or of concern to either party relating to this collective agreement. The Joint Advisory Committee will be comprised of a maximum of eight (8) members with equal representation from the Association and the Employer.

SECTION 9 PRINTING OF AGREEMENTS

- 9.01 The parties agree that the collective agreement shall be made available on the Employer's website.
- 9.02 The Parties agree that following ratification of the Memorandum of Agreement by both Parties, the Employer shall prepare the Collective Agreement incorporating all of the ratified changes for proofing by SAFA prior to signing.
- 9.03 The proof and signed copy shall become a final searchable PDF version of the collective agreement (content, format and color). Each Party agrees to the

placement of a searchable PDF version of the Collective Agreement on each parties website within thirty (30) calendar days of ratification of the Collective Agreement by both Parties.

9.04 Each Party further agrees to pay full cost of printing copies that they order.

SECTION 10 TERMS OF EMPLOYMENT

10.01 The Employer during the life of this collective agreement may with the agreement of the Association:

- (a) alter rates of academic staff member compensation, or
- (b) alter any academic staff member entitlement or academic staff member rights which are contained within this collective agreement and upon such agreement these changes shall become the rates, entitlements, or academic staff member rights.

10.02 (a) The Employer shall give written notice to the Association of the establishment of new or altered classes or class levels affecting compensation.

(b) The Association may request a meeting with Employee Services to discuss the allocation of new class(es) and the salary rates applicable to the new or altered class level(s).

(c) Where no agreement is reached on one (1) or more of the issues listed in Sub-section 10.02(b), above, the Association may submit the unresolved issue(s) to the Arbitration Board. The Association's request for a meeting to discuss one (1) or more of the issues noted above must be submitted to the Employer within ten (10) working days of the receipt of notice of the new or altered class levels affecting compensation. The Association request for adjudication of one (1) or more of the issues noted in Sub-section 10.02(b), above, must be submitted to arbitration within ten (10) working days of the date on which the meeting was held to discuss the issue(s).

10.03 When the Association fails to process the matter within the time limits specified in Sub-section 10.02(c) the matter will be deemed to have been abandoned. Time limits under this Section may be extended by mutual agreement between the parties provided such agreement is in writing.

**SECTION 11
APPLICATION**

- 11.01** This collective agreement applies to an academic staff member:
- (a) appointed to a full-time permanent position or a full-time temporary salaried position, or
 - (b) appointed to a part-time permanent position or part-time temporary salaried position except, where applicable, the provisions shall be applied on a pro-rated basis, or
 - (c) appointed on a casual employment basis, subject to Sub-section 11.02.
- 11.02** (a) Academic staff members hired for casual employment will qualify for the terms and conditions of this collective agreement, except that the following shall not apply;
- | | | |
|--------|-------------|---|
| (i) | Section 13 | Position Abolishment |
| (ii) | Section 22 | Casual Illness |
| (iii) | Section 23 | General Illness |
| (iv) | Section 25 | Long Term Disability |
| (v) | Section 24 | Pension Plans |
| (vi) | Section 26 | Health & Wellness Plan Benefits |
| (vii) | Section 27 | Workers' Compensation Supplement |
| (viii) | Section 28 | Dental Plan |
| (ix) | Section 29 | Life Insurance (except the Accidental Death and Dismemberment for Employer Business Travel shall apply) |
| (x) | Sections 32 | Annual Vacation Leave |
| (xi) | Section 33 | Paid Holidays |
| (xii) | Section 34 | Special Leave |
| (xiii) | Section 47 | Four for Five Leave |
- (b) Academic staff members hired as casual employment will be paid 14.2% of gross salary in lieu of annual vacation entitlement and statutory holidays entitlement.
- (c) Academic Staff on a Casual Appointment shall receive a pro-rated portion of the applicable Section 43 Education Allowance (one twelfth) for each calendar month in which they are assigned work.
- 11.03** Academic staff members hired as adjunct faculty will not qualify for the terms of this collective agreement, except for Section 6, Association Membership and Dues Deduction, Section 16- Progressive Disciplinary Action, Section 17- Grievance Procedure and LOU- Adjunct Faculty.

SECTION 12
PROFESSIONAL DEVELOPMENT

- 12.01 Professional Development is the collective responsibility of each academic staff member and the Board.
- 12.02 The Employer will maintain a specific policy Professional Development and a procedure for professional development fund specific to qualifying academic staff members.
- 12.03 Professional Development - Definitions
- (a) Short term - leave to attend courses, conferences, seminars and workshops that may assist academic staff members in meeting their professional responsibilities.
 - (b) Long term - leave of more than three (3) months but not exceeding twelve (12) months where an academic staff member is granted full-time leave for either industry experience or some other form of development.
- 12.04 The Employer shall contribute an amount such that \$800.00 is available over a twenty-four (24) month period for each salaried academic staff member for individual short-term professional development and shall be applied to:
- (a) Academic staff members in permanent positions either full-time or part-time {on a pro-rated basis}.
 - (b) Academic staff members in temporary salaried positions either full-time or part-time {on a pro-rated basis} only after the completion of their probationary period.
- 12.05 The period pursuant to Sub-section 12.04 will commence on July 1 of the year in which the academic staff member is hired:
- (a) Hire date between July 1 and December 31, the deemed start date will be July 1 of that year.
 - (b) Hire date between January 1 and June 30, the deemed start date will be July 1 of that year.
- 12.06 Where operational requirements permit and with the approval of the Employer, leave for professional development may be granted to an academic staff member under the terms and conditions to be agreed between the academic staff member and the Employer.

**SECTION 13
POSITION ABOLISHMENT**

- 13.01 Employees may have their positions abolished as a result of a decrease in enrollment in the academic staff member's area of instruction or the discontinuation or cancellation of a course or program.
- 13.02 Prior to any position abolishment, the Employer shall notify the President of the Association at least 10 days prior to any notice to impacted employees covered under this collective agreement. During this time frame, a consultation process will convene and the Association President will be provided with the specific school, number of impacted positions, reason for abolishment and rationale for abolishment.
- 13.03 Except in circumstances beyond the reasonable control of the instructional unit, the following shall be considered prior to any permanent positions in the program being impacted:
- a) The Employer will release Casual, Temporary and Probationary employees;
 - b) The use of a Voluntary process:
 - i. An academic staff member may volunteer for position abolishment. If the Parties agree, the academic staff member shall enter into an agreement to resign or retire with the provisions as outlined in Section 13.05.
 - ii. If more volunteers than positions for abolishment occur, in conjunction with skills, abilities and operational teaching requirements the final factor for consideration shall be years of service.
 - c) Permanent full and part time faculty.
- 13.04 The Employer shall give a permanent academic staff member three (3) months' working notice or pay in lieu of notice that the academic staff member's position is to be abolished effective immediately. In addition to such working notice or pay in lieu, 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.
- 13.05 The rights as set out in Sub-sections 13.06 through 13.13 will be accrued by a permanent academic staff member who:
- (a) has more than two (2) years of continuous employment immediately preceding the notice of position abolishment; and
 - (b) has not elected, in writing, to retire pursuant to 13.07 or resign as outlined in 13.04 (b) and
 - (c) has the ability to perform the duties and to assume the responsibilities of a comparable position with a comparable salary, or the potential for job training

that will enable the employee to perform the duties and to assume the responsibilities of the comparable position. Positions are considered to be comparable when the academic staff member's qualifications meet the criteria of the comparable position as established by the Dean/Director/Manager, or when the academic staff member can acquire the qualifications by receiving training within the eligible period established in 13.08.

- 13.06 If eligible, the academic staff member may choose to retire pursuant to the Local Authorities Board Pension Act on the date of termination.
- 13.07 An academic staff member whose position has been abolished shall be vested with the right to be appointed to the first available comparable position through competition limited to such academic staff members, such vesting to last twelve (12) consecutive months commencing with the first day of the month following the release of the academic staff member. The Employer shall undertake to notify those academic staff members of all such available positions.
- 13.08 Throughout the application of Section 13.07 academic staff members shall be eligible for comparable positions in order of qualifications and ability, except where two (2) or more academic staff members have relatively equal qualifications and ability, they shall be eligible for positions in order of their seniority.
- 13.09 An academic staff member who refuses without good and satisfactory reason to accept the comparable position, with the same or a higher maximum salary as the position the academic staff member was in upon position abolishment, shall forfeit all vested rights pursuant to Section 13.07.
- 13.10 Should an academic staff member be rehired to a comparable permanent position during the twelve consecutive months following termination, the severance paid to the academic staff member under Section 13.05 shall be repaid proportionately to the Employer.
- 13.11 When probation in the comparable permanent position is unsuccessful pursuant to Sub-section 13.07, the portion of the original severance pay that was repaid by the academic staff member to the Employer will be returned forthwith to the academic staff member.
- 13.12 Pursuant to Sub-section 13.05(c), expenses shall be paid by the Employer in accordance with current procedures governing the Payment of Subsistence and Travel Allowances.

SECTION 14
PROBATIONARY PERIOD

- 14.01 An academic staff member appointed to a full-time permanent or part-time permanent position or a temporary salaried position shall serve an initial probationary period of twelve (12) months from the date of commencement. At the Employer's discretion, an additional six (6) month probationary period may be served. In such instances, the academic staff member and the Association will be notified.
- 14.02 An academic staff member who has previously been employed by the Employer may, at the discretion of the Employer, have such previous employment considered as part of the probationary period.
- 14.03 Within the first two (2) months of employment, the Dean/Director or designee (non-academic staff member) will meet with the probationary academic staff member and provide in writing an appropriate role definition, the criteria for evaluation and established expectations. Formal meetings between the two shall be held at least every six (6) months during the probationary period.
- 14.04 Within twenty (20) days of completion of the initial probationary period, the Employer shall determine that:
- (a) the academic staff member is required to complete an additional six (6) month probationary, or
 - (b) the academic staff member shall be granted a permanent appointment if they are occupying a permanent position, or
 - (c) the academic staff member be notified that they have satisfactorily completed the probationary period, if they are occupying a temporary salaried position. Should that temporary salaried position be deemed a permanent position, the academic staff member shall be granted permanent status.
- 14.05 The academic staff member serving a probationary period may be dismissed at any time with one (1) month prior written notice or pay in lieu of written notice, if the probationary period is extended an additional six (6) months an additional one (1) month pay will be provided. Should the academic staff member grieve the dismissal, pay shall continue until resolution of the grievance.
- 14.06 An academic staff member hired in accordance with Sub-section 13.07 or 13.08 shall serve a six (6) month probationary period. Sub-section 14.03 will apply.

SECTION 15
PERFORMANCE REVIEWS

- 15.01 The purpose of goal setting, performance planning and review is to provide positive and constructive feedback to an academic staff member. It is to assist the academic staff member to assess and enhance the employment experience and ensure goals of the Employer are achieved.
- 15.02 After completion of the probationary period, both the Employer and the academic staff member will set goals, create a professional development plan and review progress on those goals at least bi-annually. Academic Staff members should participate in the creation of both the goals and the review. This shall not be used in disciplinary or probationary review processes.
- 15.03 Professional Development Funds in Section 12 may be used to facilitate the goals set out in 15.01.
- 15.04 Performance reviews are a continuous process for academic staff members. However, at the six (6) month interval the Employer will complete an online evaluation. The evaluation will be reviewed and updated with the academic staff member. Once a year a full evaluation will be completed as outlined in Section 15.01.
- 15.05 Upon completion of 1600 hours, casual academic staff members may participate annually in goal setting, performance planning and review using the online performance management program to evaluate their performance.
- 15.06 All of the components of system of review will be mutually agreed to by the Parties to this agreement. Such Agreement shall not be unreasonably withheld by either Party.

SECTION 16
PROGRESSIVE DISCIPLINARY ACTION

- 16.01 While any disciplinary process may lead to disciplinary action, the intent of progressive discipline is that the Employer is to work with the Academic staff member to ensure that there is an acceptable level of improvement to conduct or performance.
- 16.02 All aspects of the progressive disciplinary process shall be conducted in a fair, reasonable, timely and objective manner.
- 16.03 When disciplinary action is taken against an academic staff member, that academic staff member shall be informed in writing as to the reason(s) for such action. The academic staff member will be provided with a copy of all written reprimands or written notices of other disciplinary action or correspondence pertaining to the conduct or performance of the academic staff member.
- 16.04 An academic staff member who is to be interviewed on any disciplinary action shall be entitled to have an Association Representative present at the interview. The Employer shall notify the staff member, in writing, of that right in advance of the meeting and copy the Association.
- 16.05 An academic staff member who has been subjected to disciplinary action, may after twenty four (24) months of continuous service from the date the disciplinary action was invoked, request that the member's personal file be purged of any record of the disciplinary action and if that action has not been taken it shall be deemed to have been purged provided that:
- (a) the academic staff member's file does not contain any further record of disciplinary action relating to the same or similar offence during that twenty four (24) month period,
 - (b) the disciplinary action is not the subject of an unresolved grievance,
 - (c) the disciplinary action was five (5) or fewer working days' suspension without pay. Disciplinary action greater than five working days' suspension shall remain on the academic staff member's file for forty- eight (48) months from the date of disciplinary action.
- 16.06 Access to an academic staff member's personal file shall be provided to the academic staff member or the member's authorized representative, upon request and within a reasonable time, once in every year and in the event of a grievance or complaint. Upon request, the academic staff member shall be allowed to have an Association Representative present at the time of such examination.
- 16.07 The personal file referred to in this section is the personal file of an academic staff member maintained by the Employer. Except as provided hereinafter, this file shall contain copies of all documentation pertaining to the academic staff member. No information pertaining to interview records, reference checks, or confidential information related to a diagnosis or prognosis concerning either academic staff

member eligibility for Long Term Disability Insurance or of an academic staff member under the Employee Assistance Program shall be contained in this file.

- 16.08 When an academic staff member has grieved a disciplinary action and a Designated Officer has either allowed the grievance or reduced the penalty levied against the grievor, the personal file of the academic staff member shall be amended to reflect this action provided that this action results in the abandonment of the grievance. Where the grievor appeals the disciplinary action to the Arbitration Board, the award of that Board shall be final and binding upon the Employer and the academic staff member and the personal file of the academic staff member shall be amended to reflect that award.
- 16.09 An academic staff member may be disciplined or dismissed for just cause.

SECTION 17 GRIEVANCE PROCEDURE

- 17.01 A grievance is any of the following:
- (a) a difference regarding the interpretation, application, operation or contravention or alleged contravention of this collective agreement.
 - (b) a complaint regarding an alleged unjust treatment or discrimination.
 - (c) a complaint regarding alleged unfair working conditions.
 - (d) a complaint regarding the dismissal, suspension or demotion of a probationary academic staff member
 - (e) a complaint regarding any disciplinary action involving financial penalty, other than the one described in 17.01(d).

Grievances on paragraph (d) above may be heard at Levels 1 and 2. All other Grievance may be heard at Level 3 Arbitration Board.

- 17.02 When a grievance arises it shall be dealt with in the manner outlined in the following Sub-sections except that a grievance may not be presented on a matter where an appeal procedure is already provided.
- 17.03 Informal Discussion:
An academic staff member should first discuss the subject of the proposed grievance with the member's Academic Chair or Manager in an attempt to resolve the matter. An Association Representative may accompany and assist the academic staff member at this stage.
- 17.04 Grievance Procedure Format
All grievances shall be submitted in writing setting forth all of the following:
- (a) the nature of the grievance and the circumstances from which it arose.
 - (b) the remedy or correction requested.

- (c) the section or sections of the collective agreement alleged to have been misapplied or violated.
- (d) a grievance shall normally be presented upon the Official Grievance Form, provided that a grievance shall not be deemed invalid by reason of the fact that it is not in accordance with the prescribed form.

17.05 Level 1:

- (a) An academic staff member who wishes to pursue a grievance and has the approval of the Association must submit it in writing to the Associate Vice President of Employee Services for conveyance to the Dean/Director at Level I within ten (10) days of the date upon which the academic staff member had the first reasonable opportunity of knowing that a grievance had allegedly occurred.
- (b) The Dean/Director at Level I shall submit a written reply to the academic staff member and the Association within ten (10) days of the receipt of the grievance by the Associate Vice President of Employee Services.

17.06 Level 2:

- (a) If a settlement is not reached at Level 1, the grievor may present the member's grievance at Level 2 of the Grievance Procedure providing that:
 - (i) the specific reason(s) for rejection of the decision at Level 1 is presented in writing, and
 - (ii) the grievor has the approval of the Association, and
 - (iii) the grievance is presented to the Associate Vice President of Employee Services for conveyance to the Designated Officer at Level 2 within five (5) days of receipt of the Employer response at Level 1.
- (b) The Designated Officer at Level 2 shall submit a written reply to the academic staff member and the Association within five (5) days of the receipt of the grievance.
- (c) In the case of a grievance concerning the dismissal, suspension or demotion of a probationary academic staff member, the decision given by the Designated Officer at this level shall be final and binding upon the academic staff member, the Association and the Employer.

17.07 Level 3: Arbitration Board

If a settlement is not reached at Level 2, and the grievance is one eligible for consideration by the Arbitration Board, the grievor may present their grievance at Level 3 of the Grievance Procedure providing that:

- (a) the specific reason(s) for rejection of the decision at Level 2 is presented in writing, and
- (b) the grievor has the approval of the Association, and
- (c) the grievance is presented to the Associate Vice President of Employee Services and the President of the Association within five (5) days of the receipt of the Employer response at Level 2.

17.08 Time Limits and Procedures

- (a) When the grievor fails to process a grievance within the time limits specified in Sub-sections 17.05, 17.06, 17.07 and 17.10 the grievor shall be deemed to have abandoned their grievance.
- (b) When the Designated Officer receiving a grievance fails to process the grievance within the time limits specified in Sub-sections 17.05 and 17.06 the grievor shall automatically be eligible to advance their grievance to the next higher level, except that a grievance relative to the dismissal, suspension or demotion of a probationary academic staff member is ineligible for presentation to Level 3 of the Grievance Procedure.
- (c) A grievance or a reply shall be dated the date it was delivered to the other party.
- (d) The time limits between levels or the time limits to initially file a grievance may be extended by mutual written agreement of the Associate Vice President of Employee Services and the Association.

17.09 Replies by Designated Officers:

The reply from the Designated Officer at each level of the grievance procedure shall contain the reason(s) for acceptance or denial of the grievance.

17.10 Variance from Normal Grievance Procedure:

- (a) A grievance may be initiated at Level 2 or 3 by mutual written agreement of the Associate Vice President of Employee Services and the Association.
- (b) A complaint alleging sexual harassment may be presented in the form of a grievance directly to Level 2.
- (c) A grievance arising from the demotion, suspension or dismissal of an academic staff member shall be presented initially at Level 2 of the Grievance Procedure unless agreed to otherwise as per Sub-section 17.10(a). Such grievance must be submitted by the academic staff member within five (5) days of receipt of the written communication notifying them of the demotion, suspension or dismissal.

17.11 Meetings during the Grievance Procedure:

- (a) Grievance or proposed grievance discussions between academic staff members and association representatives will normally take place outside of regularly scheduled instructional hours.
- (b) An academic staff member or an association representative must obtain prior written permission of the immediate supervisors involved in order to discuss a grievance or proposed grievance during regularly scheduled instructional hours.

17.12 Arbitration Board Structure:

- (a) The notice to refer the matter to the Arbitration Board shall contain the grievance in the form set forth in Sub-section 17.04 with the name of their Appointee to the Arbitration Board.
- (b) The Employer and the Association shall have the option of mutually referring a grievance eligible for consideration by the Arbitration Board to a single arbitrator who shall be the Arbitration Board.
- (c) Within ten (10) days, the recipient shall inform the other party of its Appointee to the Arbitration Board. The two appointees so selected shall, within ten (10) days of the naming of the second of them, choose a third member who shall be Chairman of the Arbitration Board.
- (d) If either party fails to name their Appointee within the period specified, the Chairman of the Labour Relations Board of Alberta shall choose their nominee. If the two Appointees fail to choose a third member within the period specified, the Chairman of the Labour Relations Board of Alberta shall choose a third member who shall be Chairman of the Arbitration Board.
- (e) The Employer and the Association Appointee to the Arbitration Board shall not be an academic staff member in the Department involved in the grievance nor an employee of the Employee Services Department of the Employer.
- (f) The Employer and the Association shall each bear the total costs of its appointee to the Arbitration Board and shall share equally the total costs of the Chairman of the Board.
- (g) The Employer shall grant the grievor leave of absence with pay for the purpose of attending the Board hearing of their grievance.
- (h) The Employer shall grant leave of absence to attend the Arbitration Board hearing:
 - (i) with pay for witnesses who are academic staff members of the Employer and who are called by the grievor, and
 - (ii) without pay for the Association-appointed member of the Arbitration Board, if employed by the Employer.
- (i) To facilitate the administration of Sub-section 17.12(h) (ii), of this Section, the Employer will grant the leave of absence with pay and invoice the Association for the total costs incurred.
- (j) The expenses of necessary witnesses called by the Chairman of the Arbitration Board shall be shared on an equal basis by the Employer and the Association.

17.13 Powers of the Arbitration Board:

- (a) The Arbitration Board shall neither add to, detract from, nor modify the language of any section of the collective agreement.
- (b) The Board shall expressly confine itself in its award to the precise issue submitted to the Arbitration Board and shall have no authority to make a decision on any other issue not so submitted to it.

- (c) Where disciplinary action against an academic staff member is involved, the Arbitration Board may vary the penalty as the Board considers fair and reasonable.
 - (i) may accept any oral or written evidence that it, in its discretion, considers proper whether admissible in a court of law or not,
 - (ii) is not bound by the law of evidence applicable to judicial proceedings, and
 - (iii) may summon and enforce the attendance of witnesses and compel them to give oral or written evidence on oath and to produce the documents and things that the Arbitration Board considers requisite to the full investigation and consideration of matters within their or its jurisdiction in the same manner as a court of record in civil cases.
- (d) If any person fails to comply with an order of an Arbitration Board under Sub-section 17.13(d) (iii), or conducts themselves in a manner that may be in contempt of the Arbitration Board or their or its proceedings, the Arbitration Board may apply to the court for an order directing compliance with the order of the Arbitration Board or restraining any conduct found by the court to be in contempt of the Arbitration Board or their or its proceedings.
- (e) The Arbitration Board may correct in any award any clerical mistake, error, or omission.

17.14 Arbitration Board Procedures:

- (a) Within ten (10) days or as soon as reasonably possible upon receipt of a grievance the Chairman shall convene an Arbitration Board and advise the Employer and the Association of the hearing date.
- (b) At the Arbitration Board hearing, the Employer and the Association may be represented by any person(s) they so designate.
- (c) Where a grievance is heard by a three (3) member Arbitration Board, the decision of the majority of the members is the award of the Arbitration Board, but if there is no majority, a decision of the Chairman governs and their decision is the award of the Arbitration Board.
- (d) The Chairman shall submit a report on the findings and the decision of the Arbitration Board, within thirty (30) days or as soon as reasonably possible following the completion of the hearing to:
 - (i) the President of the Institute
 - (ii) the President of the Association
 - (iii) the grievor, and
 - (iv) the Associate Vice President of Employee Services.

17.15 Decision of the Board:

The decision of the Arbitration Board shall be final and binding on the Employer, the Association and on all academic staff members affected by the collective agreement.

17.16 Policy Grievances:

A policy grievance may be initiated in writing by the President of the Association or by the President and CEO of SAIT, when

- (a) seeking to enforce an obligation that is alleged to arise out of this collective agreement, and
- (b) the alleged obligation is not, at the same time, the subject of a grievance of an academic staff member.

The parties shall meet in an attempt to resolve the grievance. Failure to resolve the grievance within fifteen (15) days of filing shall entitle the grievor to advance the grievance to Level 3 within an additional ten (10) days in accordance with Sub-section 17.12 to 17.15 inclusive.

17.17 Group Grievances:

- (a) A group of academic staff members may initiate a group grievance provided they all are grieving the identical issue. All grievors must sign the initial grievance form.
- (b) Grievances initiated by more than one grievor and meeting the above criteria shall be dealt with in accordance with Sub-sections 17.01 to 17.15 inclusive.
- (c) The Employer will be notified in writing of any withdrawal of an individual academic staff member from the group grievance. The withdrawal of an individual academic staff member does not jeopardize the position of the remaining grievors.

**SECTION 18
EMPLOYMENT INSURANCE REBATE**

- 18.01 The Employer shall retain the full amount of any premium reduction or rebate allowable on employment insurance by the Employment Insurance Commission which is granted as a result of the benefits covering academic staff members.
- 18.02 The premium reduction or rebate shall be recognized as the academic staff member's contribution towards the benefits provided.

**SECTION 19
SAFETY AND HEALTH**

- 19.01 The Employer and the Association agree to participate in the SAIT Occupational Health and Safety Program and are subject to the *Occupational Health and Safety Act, Code and Regulations* thereto.
- 19.02 The Employer and the Association shall participate in a Joint Worksite Health and Safety Committee.

**SECTION 20
SUPPLIES, EQUIPMENT AND INSTRUCTIONAL MATERIALS**

- 20.01 The Employer in consultation with academic staff members shall make available to all academic staff members the books, texts, software and other instructional materials deemed by the Employer to be necessary to the performance of their duties.

**SECTION 21
PROTECTIVE CLOTHING**

- 21.01 Where the Employer determines that uniforms, coveralls, smocks, or other such items should be provided for the protection of the academic staff member's personal garments, such items shall be provided, cleaned and replaced upon written authorization by the Employer.
- 21.02 Protective clothing and safety equipment shall be supplied by the Employer as required by the *Occupational Health and Safety Act, Regulation and Code* including the Regulations thereto.

**SECTION 22
CASUAL ILLNESS**

- 22.01 "Casual Illness" means an illness which causes an academic staff member to be absent from duty for a period of three (3) consecutive work days or less.
- 22.02 An academic staff member may have time off for the purpose of attending a dental, physiotherapeutic, optical or medical appointment, that is not charged against Casual Illness nor deducted from the member's pay provided:
- (a) the member has been given prior authorization by the Dean/Director or designee (non-academic staff member), and
 - (b) the member works one (1) hour in a half day absence. A half-day absence is a consecutive four (4) hour period of time prior to or after the mid-point of the academic staff member's work day.
- 22.03 An academic staff member in their first and in each subsequent year of employment shall be eligible for a maximum of ten (10) work days of Casual Illness leave with pay. Each day or portion of a day of Casual Illness used, within a year of service, shall be deducted from the remaining Casual Illness leave entitlement for that year of service.
- 22.04 This Section is subject to Section 23.05.

**SECTION 23
GENERAL ILLNESS**

- 23.01 "General Illness" means an illness which causes an academic staff member to be absent from duty for a period of more than three (3) consecutive work days but shall not exceed eighty (80) consecutive work days. General Illness leave shall be in addition to any Casual Illness leave entitlements specified in Section 22.
- 23.02 An academic staff member at the commencement of each year of employment shall be entitled to General Illness leave at the specified rates of pay in accordance with the following Sub-sections, and application of such General Illness leave shall be as set out in accordance with Sub-section 23.03:
- (a) illness commencing in the first month within the first year of employment; no salary for each of the first ten (10) work days of illness and thereafter 70% of normal salary for seventy (70) work days of illness.
 - (b) illness commencing in the first year of employment, but following the first month of employment; 100% of normal salary for each of the first ten (10) work days of illness and 70% of normal salary for each of the next seventy (70) work days of illness.

- (c) illness commencing in the second year of employment; 100% of normal salary for each of the first fifteen (15) work days of illness and 70% of normal salary for each of the next sixty-five (65) work days of illness.
 - (d) illness commencing in the third year of employment; 100% of normal salary for each of the first twenty-five (25) work days of illness and 70% of normal salary for each of the next fifty-five (55) work days of illness.
 - (e) illness commencing in the fourth year of employment; 100% of normal salary for each of the first thirty-five (35) work days of illness and 70% of normal salary for each of the next forty-five (45) work days of illness.
 - (f) illness commencing in the fifth year of employment; 100% of normal salary for each of the first forty-five (45) work days of illness and 70% of normal salary for each of the next thirty-five (35) work days of illness.
 - (g) illness commencing in the sixth or any subsequent years of employment; 100% of normal salary for each of the first sixty (60) work days of illness and 70% of normal salary for each of the next twenty (20) days of illness.
 - (h) for the purposes of Sub-section 23.02 "employment" includes salaried employment and also any prior employment as "casual employment" provided there is no break in service.
- 23.03 (a) Subject to Sub-section 23.03(b), an academic staff member upon return to active work after a period of General Illness of less than eighty (80) consecutive work days will have any illness leave days used for which normal salary was paid at the rate of 100%, reinstated for future use at the rate of 70% of normal salary, within the same year of employment. General Illness leave days used for which normal salary was paid at the rate of 70% shall be reinstated for future use within the same year of employment, at the rate of 70% of normal salary.
- (b) Such reinstatement shall only occur where an academic staff member has not taken any General Illness leave for the same or related illness during the first ten (10) consecutive work days following the date of return to active work.
- 23.04 For purposes of this Section, the maximum period of continuous absence recognized shall be eighty (80) consecutive work days. Absences due to illness or disability in excess of that period shall be subject to Section 25.
- 23.05 The academic staff member may be required to submit a satisfactory medical certificate to SAIT's provider in the event of an illness/injury when circumstances make it reasonable to do so for any absence under this Section over ten (10) days.
- 23.06 The Employer may require that an academic staff member be examined by a Medical Panel:
- (a) in the case of a prolonged or frequent absence as a result of general illness, or
 - (b) when it is considered that an academic staff member is unable to satisfactorily perform regular duties due to disability or illness, or

- (c) where there is indication of apparent misuse of General Illness Leave.

The report of the Medical Panel to the Employer shall be limited to the conclusions and recommendations of the Panel and the medical information leading to those conclusions and recommendations.

- 23.07 Pursuant to 23.06, an academic staff member shall be entitled to have their personal physician or other physician of their choice to act as counsel before the medical panel. Expenses incurred under this Clause shall be paid by the Employer. A copy of the medical panel report shall be sent to the academic staff member's physician.
- 23.08 The parties agree that Casual Illness and General Illness benefits as provided in Sections 22 and 23 are intended only for the purpose of protecting an academic staff member from loss of income when the academic staff member is ill/injured.
- 23.09 The parties agree that Casual Illness and General Illness benefits as provided under Sections 25 and 26 are entitlements for which an academic staff member is not entitled while on leave of absence without pay or after termination of employment.
- 23.10 When a day designated as a paid holiday under Section 34 falls within a period of General Illness it shall be counted as a day of General Illness and under no circumstances shall an academic staff member receive any additional entitlement in respect of that day.

**SECTION 24
PENSION PLANS**

24.01 All academic staff members in salaried positions shall participate in the Local Authorities Pension Plan.

**SECTION 25
LONG TERM DISABILITY (LTD)**

25.01 The eligibility of an academic staff member to participate in one of the Employer's Long Term Disability (LTD) Plans is subject to Section 11 and all eligible academic staff members shall be covered in accordance with the provisions of the Plan.

25.02 (a) For those academic staff members employed prior to July 1, 2007, the Employer shall pay the total cost of providing the LTD benefit to all eligible academic staff members covered under the Standard Benefit plan, subject to Section 18. This LTD benefits is taxable when accessed as per Revenue Canada.

(b) For those academic staff members commencing employment on or after July 1, 2007 and who are eligible to join the 'Enhanced' Benefit Plan, subject to Section 18, the academic staff member shall pay the total cost of the LTD benefit. This LTD benefit is non-taxable when accessed as per Revenue Canada.

25.03 An eligible academic staff member who becomes ill or disabled and who, as a result of such illness or disability is absent from work for a period of eighty (80) consecutive work days, may apply for long term disability benefits as provided under the applicable LTD Plan. The final ruling as to whether or not the claimant's disability is of a nature which qualifies the claimant for benefits within the interpretation of the provisions of the Plan shall be made by the carrier (insurance company).

25.04 (a) Long Term Disability benefits payable under the provisions of the LTD Plan pursuant to 25.02(a) will entitle an academic staff member with a qualifying disability to a total income, from sources specified under Sub-section 25.05, of not less than seventy percent (70%) of monthly salary received or entitled to receive as an academic staff member at the time of commencement of absence pursuant to Sub-section 25.03, up to a maximum benefit of \$4000 per month.

(b) Long Term Disability benefits payable under the provisions of the LTD Plan pursuant to 25.02(b) will entitle an academic staff member with a qualifying disability to a total income, from sources under Sub-section 25.05, of not less than sixty six and two thirds percent (66 2/3%) of monthly salary received or entitled to receive as an academic staff member at the time of

commencement of absence pursuant to Sub-section 25.03, up to a maximum benefit of \$6,500 per month.

- 25.05 The monthly LTD benefit amount to which an academic staff member is entitled, shall be reduced by:
- (a) the amount of disability benefit entitlement, excluding children's benefits, under the Canada Pension Plan,
 - (b) the amount of Workers' Compensation entitlement,
 - (c) the amount of benefits payable from any other group disability plan(s) sponsored by the Employer,
 - (d) vacation leave pay,
 - (e) the amount of any other remuneration received as a result of employment or self-employment unless subject to Sub-section 25.06.
- 25.06 (a) An academic staff member who, after qualifying for LTD benefits, returns to work or enters a recognized training program and the resulting income received is less than the monthly salary in effect immediately prior to the commencement of absence pursuant to Sub-section 25.03 (pre-disability salary), the academic staff member shall have the monthly LTD benefit payable by the Plan reduced by fifty percent (50%) of the income received, provided that the combination of reduced LTD benefit and income does not exceed the pre-disability salary.
- (b) Where the combination of reduced LTD benefits and income received pursuant to Sub-section 25.06 is a higher amount than the pre-disability salary, the LTD benefits shall be reduced further so that LTD benefits and income received equal one hundred percent (100%) of the pre-disability salary.
- 25.07 An academic staff member who receives LTD benefits and who at the commencement of absence, due to disability or illness, is participating in the Employer Group Life Insurance Plan, Dental Plan, Extended Health Care Plan and Accidental Death and Dismemberment Plan, shall continue to be covered under these Plans throughout the total period the academic staff member is receiving LTD benefits and the Employer and academic staff member premium contributions, if applicable, shall continue. The Employer shall also pay the academic staff member and Employer contributions to the Local Authorities Pension Plan, if applicable.
- 25.08 The LTD benefits applicable to academic staff members covered by this collective agreement shall not be altered except through negotiation by the parties to this agreement.

SECTION 26
HEALTH & WELLNESS PLAN BENEFITS

- 26.01 Academic staff members who are enrolled in the Standard Benefit Plan are eligible to join the Enhanced Benefit Plan (at the commencement of each benefit year) which includes the employee paid long term disability plan; however there will be no reversion rights to the Standard Benefit Plan.
- 26.02 (a) Standard Benefit Plan – Employer Paid LTD pursuant to 25.02(a)
Subject to Section 11, the Employer shall share the monthly premium cost of the SAIT Employees' Extended Health Care Plan for participating employees as follows:
- (i) one-half (1/2) the cost of the family premium where the employee and their family are covered under the Plan, or
 - (ii) one-half (1/2) the cost of the single premium where only the employee is covered under the Plan.
- (b) Enhanced Benefit Plan – Employee Paid LTD pursuant to 25.02(b)
Subject to Section 11, the Employer shall pay the monthly premium cost of the SAIT Employees' Extended Health Care Plan for participating employees.
- 26.03 An academic staff member on the Employer's business outside of Canada who becomes ill and requires medical attention and/or hospitalization shall be reimbursed, upon production of receipts, for such charges that are in excess of those allowed by the Alberta Health Care Insurance and the Extended Health Care Insurance Plan with the current plan or a comparable plan.
- 26.04 An annual Health Spending Account (HSA) will be implemented in the amount of \$750 per benefit year (July 1 to June 30) per academic staff member participating in either the Standard Extended Health Care Benefit Plan or the Enhanced Extended Health Care Benefit Plan. There will be no carryover of this amount into subsequent years. Eligible expenses are those that qualify as a medical expense tax credit under the *Income Tax Act* that includes items such as prescription eyeglasses, dental expenses, medical devices and supplies, prescription drugs, and services of paramedical practitioners as per Revenue Canada.
- 26.05 An outline of the applicable Extended Health Care Plan (Standard or Enhanced) shall be detailed in the Employee Information handbook.
- 26.06 The Employer shall provide the Association an annual report of the types of coverage and costs of all existing benefit plans available to Association members. The Association shall also be advised in the event of a change in coverage or costs.

**SECTION 27
WORKERS' COMPENSATION SUPPLEMENT**

27.01 Subject to Section 11 if an academic staff member sustains an injury in the course of duties with the Employer which causes the member to be absent from work, and as a result is eligible to receive Workers' Compensation, they shall be paid their regular full salary for the periods outlined hereunder:

Terms of Employment	Eligibility Period
Up to and including five (5) years	60 days
Six (6) to ten (10) years	90 days
More than ten (10) years	120 days

27.02 If the academic staff member has not returned to work due to injury when the member's eligibility period has expired, they shall then be paid according to the rate prescribed by the *Workers' Compensation Act* and shall be paid any benefit to which the academic staff member might be entitled under the provisions of the Long Term Disability Plan.

27.03 The eligibility period specified in Sub-section 27.01 shall not apply in the event of a re-occurrence of a disability due to previously claimed injury, payable under this supplement, unless the academic staff member has not used the total eligibility period in which case the unexpended period of eligibility may be applied.

27.04 When a day designated as a paid holiday under Section 34, falls within a period of time an academic staff member is eligible to receive Workers' Compensation Supplement, it shall be counted as a day of Workers' Compensation Supplement, and under no circumstances shall an academic staff member receive any additional entitlement in respect of that day.

27.05 An academic staff member who is injured on the job during working hours and who is required to leave the job site for treatment, or is sent home as a result of such accident or injury, shall not suffer loss of pay for that day's work, regardless of the time of injury. That day shall not be deducted from the eligibility period specified in Sub-section 27.01.

**SECTION 28
DENTAL PLAN**

28.01 The Employer will maintain a Dental Plan (Standard or Enhanced) for academic staff members and their eligible dependents as governed by the Dental Plan Document. The Employer shall provide the Association with a copy of the Dental Plan Document. An outline of the Dental Plan shall be detailed in the employee information handbook.

**SECTION 29
LIFE INSURANCE and ACCIDENTAL DEATH AND DISMEMBERMENT PLAN**

- 29.01 Group Life, Accidental Death and Dismemberment, Dependent's Life.
- (a) The eligibility of academic staff members to participate in the Group Life Insurance Plan is subject to Section 11, and participation is a condition of employment for all eligible academic staff members.
 - (b) The amount of Basic Group Life Insurance for an eligible academic staff member is equivalent, at the academic staff member's option, to either:
 - (i) Standard Benefit Plan
 - (1) 1.0 times basic annual salary, rounded to the next highest \$1,000.00 up to a maximum amount of insurance of \$50,000.00, or
 - (2) 3.0 times basic annual salary, rounded to the next highest \$1,000.00 up to a maximum amount of insurance of \$100,000.00.
 - (ii) Enhanced Benefit Plan
 - (1) 2.0 times basic annual salary, rounded to the next highest \$1,000.00 up to a maximum amount of insurance of \$750,000.00.
 - (c) Each academic staff member insured for Basic Group Life Insurance under Sub-section 29.01(b), shall also be covered for an additional amount of insurance in the event of accidental death or dismemberment, with a principal sum equivalent to the academic staff member's amount of Basic Group Life Insurance.

- (d) The Employer and academic staff member shall share the monthly premium costs where an academic staff member is covered for the insurance pursuant to Sub-section 29.01(b) (i) for the Standard Benefit Plan and Sub-section 29.01(c) above as follows:
 - (i) academic staff member pays fourteen (14) cents per \$1,000.00 coverage.
 - (ii) the Employer pays the balance of the premium.
- (e) The Employer shall pay the monthly premium costs where an academic staff member is covered for the insurance pursuant to Sub-section 29.01(b)(ii) for the Enhanced Benefit Plan and Sub-section 29.01(c) above.
- (f) The Employer shall administer a policy of optional Dependent's Life Insurance and the entire premium shall be paid by each eligible academic staff member opting for such coverage.
- (g) The Employer shall administer a policy of optional Life Insurance for those academic staff members and/or spouse in the Enhanced Benefit Plan and the entire premium shall be paid by each eligible academic staff member opting for such coverage.
- (h) All insurance coverage specified under Sub-section 29.01 shall be in accordance with the terms and conditions contained in a policy of insurance of which the Employer is the policyholder. The Association shall be provided with a copy of the policy of insurance and any amendments to the policy.

29.02 Employer Business Travel - Accidental Death and Dismemberment Insurance

- (a) The Employer shall maintain a Master Insurance Policy for all academic staff members covered by this collective agreement that provides insurance coverage "of 4 x annual salary" to a maximum principal sum of \$200,000.00 in the event of accidental death or dismemberment resulting from injury occurring while traveling on Employer business except that benefits under this policy shall be reduced by the amount of insurance benefits paid or payable pursuant to the insurance coverage under Sub-section 29.01(c).
- (b) The total premium cost of this Master Insurance Policy shall be paid by the Employer.
- (c) Coverage provided shall be in accordance with the terms and conditions of the Master Policy of Insurance of which the Employer is the policy holder. The Employer shall provide the Association with a copy of the policy and any letter of intent issued by the Insurer.

29.03 The Employer shall provide general liability insurance coverage for all academic staff members covered by this collective agreement while engaged in the scope of their regular work duties. Coverage provided will be in accordance with the terms and conditions of the Master Comprehensive General Liability Policy of which the Employer is the policy holder.

SECTION 30
ATTENDANCE AND RESIGNATION

- 30.01 An academic staff member who is absent from duty without prior authorization shall communicate daily the reason for their absence to their Dean/Director or designee (non-academic staff member) at their place of work prior to the commencement of a scheduled work period.
- 30.02 An academic staff member on authorized leave of absence and/or illness for an indeterminate period, shall notify their Dean/Director or designee (non-academic staff member) of their intention to return to work the preceding work day.
- 30.03 Time limits, pursuant to Sub-sections 30.01 or 30.02, shall be waived when it can be established that the academic staff member, for acceptable reasons, was unable to contact their Dean/Director or designee (non-academic staff member) within the time limits specified.
- 30.04 (a) A permanent academic staff member in the Faculty classification is required to provide the Employer with six (6) weeks prior written notice of resignation if they wish to resign in good standing. For each calendar week, or fraction thereof, that the written notice falls short of six (6) weeks, the academic staff member shall pay to the Employer, as liquidated damages, one (1) day's pay.
- (b) A probationary academic staff member in the Faculty classification is required to provide the Employer with two (2) weeks prior written notice of resignation if they wish to resign in good standing.
- (c) A permanent or probationary academic staff member in other than the Faculty classifications is required to provide the Employer with ten (10) work days prior written notice of resignation if they wish to resign in good standing. For each work day, or fraction thereof, that the written notice falls short of ten (10) days the academic staff member shall pay to the Employer, as liquidated damages, one-half (1/2) day's pay.
- (d) An academic staff member occupying a temporary salaried position, after the completion of the probationary period, is required to provide the Employer with ten (10) work days' written notice if they wish to resign in good standing.
- 30.05 An academic staff member who is absent from their employment and who has not informed the Employer shall after three (3) consecutive work days of such unauthorized absence be considered to have abandoned their position and will be deemed to have resigned, unless it is subsequently shown by the academic staff member that special circumstances prevented them from reporting to their place of work.

**SECTION 31
HOURS OF WORK**

- 31.01 The normal hours of work for academic staff members in the Faculty category shall not exceed 37.5 hours per week or the equivalent on a monthly or annual basis and for academic staff members in the Librarians and Educational Counsellors categories shall not exceed 36 1/4 hours per week or the equivalent on a monthly or annual basis.
- 31.02 (a) The provisions of this Sub-section (31.02) will apply to those academic staff members in the Librarian Class Series and sets forth terms and conditions of employment to be observed where the Employer utilizes any form of modified or flexible system of hours of work.
- (b) The parties agree that the Employer may implement a flextime or modified work week system of hours of work, except that participation by an academic staff member in these systems of hours of work shall be voluntary.
- (c) The Employer has the sole right to determine the number of academic staff members who are required to be at work. However, upon entering into a flextime system, the academic staff members are entitled to have the first opportunity to plan their work schedule whereby they may arrange their starting times, lunch periods and finishing times on a daily basis, in keeping with the Employer's operational requirements. Academic staff members shall have the opportunity to make up time lost during the flex period due to late arrival, subject to the approval of the Employer.
- (d) An academic staff member participating in a flextime system of hours of work will be allowed a ten (10) hour carry over, either in the way of a bank or a deficit, and regular monthly salary shall be paid provided the academic staff member's time is within these limits and the variance is approved by the Employer. An academic staff member may not accumulate a bank in excess of ten (10) hours, and if at the end of any month the member's deficit is more than ten (10) hours, they shall be deducted for those hours that are in excess of ten (10) hours. Hours shall not be banked unless the academic staff member has actually worked more than normal daily hours.
- (e) The banked hours may be taken, as time off with pay in subsequent months; however, the maximum time taken within a two (2) working day period shall not exceed 7 1/4 hours. Academic staff member preference in this regard shall be honoured where possible. However, when a full day is requested it shall not be taken in conjunction with a Paid Holiday listed in Section 34.
- (f) Authorized overtime hours worked outside of flex or core times may not be used to cover off deficits pursuant to Sub-section 31.02 (d) above.
- (g) In the event the flextime or modified work week system of hours of work does not result in the provision of a satisfactory service to the public, or is deemed by the Employer to be impractical for other reasons, the Employer may require a return to regular times of work in which case the academic staff members shall be provided advance notice of one (1) month.

- (h) An academic staff member who is working according to a flexible or modified work system may opt for regular times of work by providing the Employer advance notice of one (1) week.
- (i) Academic staff members working according to a modified work week system of hours of work will have all benefits and entitlements pro-rated accordingly and there shall be no loss or gain in academic staff member entitlements.
- (j) Where applicable these provisions shall have force and effect in lieu of Sections 30 and 45 of this collective agreement.

**SECTION 32
ANNUAL VACATION LEAVE**

- 32.01 (a) For the purpose of this section, a full calendar year is twelve (12) months from July 1 to June 30.
- (b) An academic staff member eligible for an annual vacation leave shall receive their yearly allotment of forty three (43) work days of vacation on July 1 in the electronic system of record.
- (c) Upon commencement of the first year of employment, an academic staff member shall be eligible for a number of work days of vacation leave calculated as three and one-half (3 ½) work days of vacation for each full calendar month worked from the commencement of employment to July 1. When employment has commenced on or before the fifteenth (15th) day of any month, vacation entitlements shall be earned from the first (1st) day of that month. When employment has commenced on or after the sixteenth (16th) day of any month, vacation entitlements, shall be earned from the first day of the following month.
- 32.02 An academic staff member will be paid for any vacation earned but not taken at the time of termination.
- 32.03 An academic staff member shall not be required to use vacation days for in-service training and other professional development activities except by mutual written agreement.
- 32.04 If a paid holiday falls during an academic staff member's annual vacation period, the academic staff member shall be granted an equivalent day of vacation.
- 32.05 An academic staff member shall earn vacation leave pursuant to Sub-section 32.01 when on authorized financially assisted Educational Leave.
- 32.06 An academic staff member shall accrue nine (9) days of vacation for the first forty-five (45) consecutive work days of sick leave or Workers' Compensation.
- 32.07 Leave shall be taken at such time(s) as may be approved by the Employer. Where possible, leave will consist of a block of consecutive days and shall consist of a minimum of twenty (20) consecutive work days. A combination of vacation and work days throughout the work week or half day increments may only be used at the academic staff members' request.
- 32.08 Scheduling of the annual vacation leave will be discussed, at a minimum, annually between the academic staff member and their Academic Chair / Leader. A mutually agreed upon documented plan to take any currently banked Annual Vacation Leave during the period of July 1 to June 30 will be the outcome from this meeting. Once a plan has been achieved, it cannot be changed without written mutual agreement.

- 32.09 A maximum of five (5) vacation days may be carried forward to the next vacation year. In circumstances where carry over exceeds five days the Academic Staff member must work with their Academic Chair/Leader to create a plan to ensure the excessive days are taken in the next year.
- 32.10 No vacation leave entitlement shall be earned while on foreign secondment.
- 32.11 It is expected that academic staff shall record used vacation days in the electronic system of record.
- 32.12 When an academic staff member is allowed to take any leave of absence, other than sick leave, in conjunction with a period of vacation leave, the vacation leave shall be deemed to precede the additional leave of absence, except in the case of maternity leave which may be authorized before or after vacation leave.

**SECTION 33
PAID HOLIDAYS**

33.01 Academic staff members are entitled to one (1) day's paid leave for each of the following holidays:

- | | | |
|-----|----------------|-------------------|
| (a) | 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 |
| | Civic Holiday | |
- (b) The Christmas float holiday for academic staff members under this agreement will be observed in accordance with Section 38.

33.02 When a day designated as a holiday under Sub-section 33.01 falls on an academic staff member's regularly scheduled work day, and an academic staff member is not required to work, the academic staff member shall be granted holiday leave on that day.

33.03 When a day designated as a holiday under Sub-section 34.01 falls on an academic staff member's regularly scheduled day of rest, and the academic staff member is not required to work, the academic staff member shall be granted holiday leave on the alternate day observed as the holiday.

33.04 When an academic staff member is required to work on the day observed as the holiday, the academic staff member shall receive:

- (a) pay at the overtime rate for the hours worked, pursuant to Section 45, and
- (b) one (1) day off in lieu with pay at the member's regular rate.

33.05 When a day off in lieu is granted under Sub-section 33.04(b) it shall be scheduled at a time mutually agreeable to the academic staff member and Employer within the fiscal year or paid in cash at the expiration of the fiscal year.

33.06 Requests for leave without pay on religious holidays will be considered, provided adequate notice of the request is given.

33.07 An academic staff member will not be entitled to paid leave when absent from their employment without the consent of the Employer on the academic staff member's last regular working day preceding or the academic staff member's first regular working day following a Paid Holiday.

**SECTION 34
SPECIAL LEAVE**

34.01 An academic staff member, not on leave of absence without pay, shall be granted upon application, special leave at the member's basic rate of pay.

Bereavement/Family Illness

The maximum length specified for each circumstance requiring use of bereavement/family illness special leave shall not exceed ten (10) working days per calendar year unless additional special leave is approved by the Employer:

- (a) illness within the immediate family,
- (b) bereavement,
- (c) travel time for illness within the immediate family or bereavement,

For purposes of determining eligibility for special leave under Sub-section 35.01, the following provisions shall apply:

- (a) illness within the immediate family - leave of absence shall be granted for the purpose of making arrangements for the care of the person that is ill or for the care of the children. Immediate family shall mean: parents, step-parents, legal guardian, spouse/partner (including common-law spouse/partner), child, step-child, grandparents;
- (b) bereavement - leave of absence will be granted in the event of the death of the academic staff member's spouse (including common-law spouse/partner), or any of the following relations of an academic staff member or spouse (including common-law spouse/partner), parents, child, guardian, parent-in-law, grandparent, grandchild, sibling, or the spouse/partner of any of them;
- (c) travel time for illness within the immediate family or for bereavement shall mean for travel where long distances or from isolated areas are involved;

34.02 **Managing Life**

The maximum length specified for each circumstance requiring use of managing life special leave shall not exceed two (2) working days per calendar year:

- (a) administration of estate,
- (b) moving household effects,
- (c) disaster conditions,
- (d) attend funerals as pall-bearer or mourner,
- (e) be present at birth or adoption proceedings of an academic staff member's child,
- (f) attend formal hearing to become Canadian Citizen.

For purposes of determining eligibility for special leave under Sub-section 34.02, the following provisions shall apply:

- (a) administration of estate shall apply only when an academic staff member has been designated as an executor of the estate for the deceased;
- (b) moving of household effects shall apply to an academic staff member who maintains a self-contained household and who changes their place of residence which necessitates moving household effects during normal working hours;
- (c) disaster conditions shall apply for a critical condition which requires an academic staff member's personal attention in a disaster (flood, fire) which cannot be served by others or attended to by the academic staff member at a time when they are normally off duty.
- (d) mourner - leave of absence will be granted where operational requirements permit, subject to the approval of the Employer.

Two (2) weeks' notice may be required for leave requested under Sub-section 34.02, (a) and (b).

34.03 The maximum length specified for the combined circumstance in Section 34.01 and Section 35.02 above shall not exceed ten (10) working days in a calendar year.

34.03 The maximum length specified for each circumstance requiring use of exam special leave shall not exceed the following:

- (a) write examination(s) for course(s) approved by the Employer - as required.

Two (2) weeks' notice may be required for leave requested under Sub-section 34.03.

34.04 The maximum length specified for each circumstance requiring use of personal leave shall not exceed two (2) working days per calendar year. The use of personal leave does not combine with leaves outlined in Section 34.01 and Section 34.02. Personal leave may require (2) two weeks' notice and shall not require a detailed explanation for the leave.

**SECTION 35
REPORTING**

- 35.01 By July 31 of each year the Employer shall provide the Association for the previous academic year:
- (a) The total number of Class Contact Hours taught for approved programming. Approved programming is defined in Section 1.01w.
 - (b) Based on the total hours calculated in (a) and (b) above, the total number of full-time equivalent positions involved in that instruction.
 - (c) A figure calculated at 83% of the full-time equivalent positions referred to in (b) above.
 - (d) The total number of permanent faculty positions currently occupied, both full-time and part-time, calculated as full-time equivalents.
- 35.02 Should the number of permanent positions currently occupied be lower than the 83% figure calculated in 35.01(d) the Employer shall present the Association with a plan to be used in the current academic year to ensure that the permanent workforce will be increased to reach the agreed 83%. For the purpose of these calculations, employees off on long-term disability for in excess of two years will not be counted as occupying a permanent position.
- 35.03 The Employer shall provide, within thirty (30) days of the end of the Semester, a report of the total number of full-time equivalent positions based on total instruction hours of adjunct faculty and independent contractors in-35.01(a).
- 35.04 Prior to July 31 of each academic year, the Employer shall provide the Association with the number of overload hours for the previous academic year for each academic department.
- 35.05 Hours in non approved programming are not included for the purposes of this Section.

SECTION 36
WORKLOADS – FACULTY

- 36.01 The provisions of this section shall apply only to academic staff members in the faculty class series.
- 36.02 Faculty workload is based on three components and will be assigned by the Dean or designee (non-academic staff member) in accordance with the governing principles found in the Faculty Workload Guidelines document. Workload includes Class Contact Hours (Section 36.03), Class Management Activities (CMA), and Professional Duties as defined in Faculty Workload Guidelines, in consultation with the faculty. After being assigned, no change to the class contact hours of an instructor will be made arbitrarily.
- (a) Should a faculty be not in agreement with the workload assignment, the faculty will have access to the Workload Grievance process that is found in the Faculty Workload Guidelines document.
- (b) Faculty Workload Guidelines will be reviewed at least annually, by a committee formed by an equal number of appointed academic staff members and non-academic staff members. Changes must be mutually agreed upon by both parties.
- 36.03 Class Contact Hours are defined as hours spent instructing and/or supervising students in the classroom (physical or online), lab, shop or on practicum. The assigned Class Contact Hours are determined through each faculty’s course loading. The class contact hours for faculty in an instructional unit during an academic year shall be:

School	1	2	3
Business	540		
Hospitality & Tourism	540	735	
Academic Services	555	720	
Construction	570	585	645
Health & Public Safety	570		
School for Advanced Digital Technologies	555	615	675
MacPhail School of Energy	570	615	
Manufacturing & Automation	585	645	
Transportation	675		

The class contact hours for an instructional unit within a school may only be altered from one of the above annual total class contact hours to a different annual total class contact hours from those listed above, after prior consultation with the Association. No such alteration shall be made arbitrarily.

- 36.04 (a) A class contact hour shall be fifty (50) minutes of synchronously or asynchronously scheduled instruction to students.
- (b) Class contact hours shall not exceed the following unless agreed to by the faculty:
- (i) The greater of twenty (20) hours or three percent (3%) of the applicable class contact hours, in any given week averaged over a fifteen (15) week period.
 - (ii) Six (6) hours in any given day, or
 - (iii) Four (4) consecutive hours in any given day.
- 36.05 Part-time Salaried class contact hours shall be prorated based on full time equivalent. Temporary Salaried class contact hours shall be prorated based on both appointment length and full time equivalent. Exceptions to a pro-rated CCH for a part time faculty member will be included in a letter of employment.
- 36.06 Faculty in an instructional unit shall be advised of their class contact hours upon appointment. After the consultation in Section 36.03, if any changes are made to the instructional unit's class contact hours, the faculty will be notified as soon as possible after the start of the academic year, and in any case, not later than December 31st.
- 36.07 An instructional unit, which is a grouping of faculty within a school/department, shall be determined by the Dean or designee (non-academic staff member) after consideration of:
- (a) subject matter,
 - (b) instructional methods, and
 - (c) the instructional environment, of the faculty involved.
- 36.08 Subject to 36.02, class contact hours of an individual faculty shall be assigned after giving consideration to:
- a. past practice in assigning faculty class contact hours,
 - b. the needs of developing programs, or
 - c. the needs of programs which have been operating above or below capacity.
 - d. Principles outlined in the Faculty Workload Guidelines
- 36.09 The academic year will be defined by the Employer and will consist of twelve (12) consecutive months.
- 36.10 Scholarly Activity is defined as any activity that involves the intentional creation, integration, and/or dissemination of knowledge with a view to informing professional practice, contributing to the state-of-practice within a field, and/or impacting the broader external environment. When required, Scholarly Load will be calculated at 33% of each course's assigned class contact hour. Academic staff are required to follow the guidelines using the policy, AC.4.5. Scholarly Activity and Applied Research, and associated procedures.

- 36.11 Instruction on a Saturday or Sunday or after 6:00 p.m. will be by mutual agreement between the Dean or designee (non-academic staff member) and the faculty.
- 36.12 (a) Instruction which takes place after 6:00 p.m. shall be taught by faculty or an adjunct faculty. For Faculty, such instruction shall be by mutual agreement and shall not count as part of class contact hours without mutual agreement between the faculty and Employer.
- (b) Qualified permanent academic staff members shall have first right to participate in instruction given after 6:00 p.m.
- 36.13 (a) Faculty shall receive overload payment pursuant to Section 46 when the total class contact hours for the current academic year exceed the class contact hours established for the instructional unit in which the faculty works during the current academic year. The delegation of overload class contact hours will be by mutual agreement between the Employer and the faculty.
- (b) Faculty shall receive overload payment pursuant to Section 46 when the total class contact hours for the current academic year exceed the assigned class contact hours established pursuant to 36.05 unless the special assignment has been reduced or removed.
- 36.14 Faculty who have been assigned class contact hours at a level lower than the instructional unit's class contact hours may be assigned class contact hours to the maximum allowable with reasonable notice and without any additional remuneration.

SECTION 37 COURT LEAVE

- 37.01 When an academic staff member is summoned as a defendant or subpoenaed as a witness to appear in court to give Employer evidence or to produce Employer records, they shall be allowed leave with pay, but any court fee received by the member shall be paid to the Employer.
- 37.02 When an academic staff member is summoned as a juror or subpoenaed as a witness in their private capacity:
- (a) at a location within the Province of Alberta, the academic staff member shall be allowed leave with pay but any court fee received shall be paid to the Employer.
- (b) at a location outside the Province of Alberta, leave may be allowed with pay, if authorized by the Employer, but any court fee received shall be paid to the Employer.

**SECTION 38
CHRISTMAS LEAVE**

- 38.01 Academic staff members shall be granted the work days between Boxing Day and New Year's Day as Christmas Leave, or, if required to work on those days, shall be paid, in addition to the member's regular pay, pay at straight time rates for all hours so worked.
- 38.02 The Christmas float holiday, pursuant to Section 38 of this collective agreement shall be observed:
- (a) on December 22nd when Christmas Day falls on a Monday;
 - (b) on December 23rd when Christmas Day falls on a Sunday;
 - (c) on December 24th when Christmas Day falls on any other day of the week.
- 38.03 Annual vacation leave entitlement shall not be reduced by the taking of Christmas Leave.

**SECTION 39
LEAVE WITHOUT PAY**

- 39.01 In accordance with Employer Policies and Procedures, an academic staff member may upon request and subject to operational requirements and Dean/Director or designee (non-academic staff member) approval be granted leave without pay for a period not exceeding one year.

**SECTION 40
MATERNITY/PARENTAL/ADOPTION LEAVE**

- 40.01 Maternity leave shall consist of two components:
- (a) A health related component, which shall provide benefits equivalent to the provisions of General Illness Leave.
 - (b) A non-health related component, which shall be granted in accordance with Policies and Procedures as established by the Employer for Leaves of Absence Without Pay.
- 40.02 Parental/Adoption leave shall be granted in accordance with the Policies and Procedures as established by the Employer for Leaves of Absence Without Pay. The academic staff member shall furnish proof of adoption.

SECTION 41
TIME OFF FOR ASSOCIATION BUSINESS

- 41.01 Except where operational difficulties will arise, time off without a loss of regular earnings will be provided for association representatives and members to conduct official Association business for the following:
- (a) Association/Management meetings,
 - (b) Health & Safety committee meetings,
 - (c) other Association/Management committees where matters of mutual concern are discussed,
 - (d) grievance investigations and disciplinary interviews in their capacity as Association representatives.
- 41.02 Except where operational difficulties will arise, time off without pay will be granted, with prior approval being received from the Employer for the following:
- (a) for time spent meeting with the employer during the formal negotiation of a collective agreement and for meetings in preparation for and during negotiations.
 - (b) for up to full release from normal duties for the Association President during their term of office.
 - (c) for Association representatives to attend other Association business.
- All Association representatives approved for time off without pay for Association business must submit their completed absence form to Employee Services.
- 41.03 To facilitate the administration of time off without pay the academic staff member will continue to receive their normal pay and the Association will be invoiced for the academic staff member's salary plus an administration fee of 18% of the total salary.
- 41.04 The Association shall provide the Employer with a copy of the request for time off. Academic staff members shall provide a minimum of five (5) work days' notice when requesting time off; however, consideration shall still be given in cases where the five (5) days' notice is not provided. Where such time off is granted for an indeterminate period the academic staff member shall communicate with the Employer on a daily basis in respect to the date of return.

**SECTION 42
LONG SERVICE ALLOWANCE**

- 42.01 An academic staff member, educational counsellor and librarian shall be eligible for an annual Long Service Allowance (LSA) of \$3,000.00 per year provided the academic staff member has completed ten (10) years of current continuous service.
- 42.02 The allowance shall be paid monthly.

**SECTION 43
EDUCATION ALLOWANCE**

- 43.01 Faculty with appropriate academic qualifications shall be paid one, but not two or three of the annual allowances described in the following sub-sections. The allowance shall be paid monthly:
- (i) Each faculty who has earned a doctoral degree is entitled to an annual allowance of four thousand five hundred dollars (\$4,500.00). Honorary degrees do not apply.
 - (ii) Each faculty who has earned a master's degree is entitled to an annual allowance of three thousand dollars (\$3,000.00).
 - (iii) Each faculty who has earned a baccalaureate degree is entitled to an annual allowance of one thousand five hundred dollars (\$1,500.00).
 - (iv) Each faculty who has earned two (2) Red Seal endorsed trade certificates is entitled to an annual allowance of one thousand five hundred dollars (\$1,500.00).
- 43.02 Educational counsellors and librarians with appropriate academic qualifications shall be paid the annual allowance described in Section 43.01(i) shall be paid monthly:
- (i) Each educational counselor or librarian who has earned a doctoral degree is entitled to an annual allowance of four thousand five hundred dollars (\$4,500.00). Honorary degrees do not apply.

The degrees identified above must have been obtained from formal academic achievement from recognized university or institution, as determined by SAIT.

SECTION 44
ACTING INCUMBENT

- 44.01 To receive acting incumbency pay, an academic staff member shall be designated by the Employer to perform the principal duties of the higher level position for a minimum period of five (5) consecutive work days, during which time they may also be required to perform some of the duties of their regular position. On completion of the minimum five (5) day qualifying period in an acting incumbency position, an academic staff member shall be eligible for acting incumbency pay for the total period of acting incumbency, including the five (5) day qualifying period. Acting provisions shall not apply where an academic staff member is designated only limited additional duties.
- 44.02 Where an academic staff member qualifies in an acting incumbency position, they shall receive a minimum five (5%) percent of current salary in addition to regular salary or, subject to approval of the President, the member may receive the minimum salary for the class in the higher level position.
- 44.03 It is understood that only one acting incumbent may be designated as a result of any one academic staff member's absence.

SECTION 45
OVERTIME

- 45.01 An academic staff member occupying a position in any classification covered by this collective agreement shall receive overtime compensation, at time and one-half, (1 1/2) for all authorized hours worked in excess of the normal hours of work specified under Section 31 of this collective agreement. Such overtime hours shall be paid in the month following the one in which they were reported.
- 45.02 There shall be no pyramiding of rates of pay in the calculation of:
- (a) overtime
 - (b) overload pay

**SECTION 46
OVERLOAD PAY**

- 46.01 Payment for each excess contact hour shall be on the basis of the academic staff member's annual salary in force at the conclusion of the current academic year, divided by eight hundred and fifty (850), and shall be paid annually on the conclusion of the academic year.

**SECTION 47
FOUR FOR FIVE LEAVE**

- 47.01 The Employer will maintain a Four for Five Leave Plan for academic staff members as governed by the Plan Document. Notwithstanding the terms and conditions of the collective agreement, the Employer may use academic staff members on a casual employment basis to replace academic staff members on Four for Five Leave.

**SECTION 48
TRAVEL AND SUBSISTENCE**

- 48.01 Academic staff members who incur travel and subsistence expenses in the performance of authorized Employer business shall be reimbursed for those expenses in accordance with current Employer policy and rates.
- 48.02 The Employer agrees to consult with the Association prior to the alteration of travel and subsistence rates.

SECTION 49
COPYRIGHT AND PATENTS

- 49.01 With respect to Copyright, the Federal *Copyright Act* shall apply.
- 49.02 With respect to Patents the Federal *Patent Act* shall apply.
- 49.03 Except with the consent of the Association, the Employer shall not require, as a condition of employment, that academic staff members execute a waiver of their rights under the *Patent Act* or the *Copyright Act*.
- 49.04 The Employer is responsible for the professional development in the form of training and education sessions. These sessions will include liability concerns and any changes to the Acts outline in 49.01 and 49.02.

**SECTION 50
SALARY SCHEDULES**

50.01 On October 1st of each year, an Academic staff member shall advance by one increment on the salary grid, unless the Academic Staff Member has reached the maximum on the salary grid. Academic Staff Members hired prior to July 1 shall receive a grid step increase on Oct 1 of the year they are hired. Those hired after July 1 shall receive their grid step increase on Oct 1 of the following year.

FACULTY SALARY SCHEDULE														
July 1, 2020 -June 30, 2022														
CLASS TITLE		STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19
Faculty	Annual	68,292	71,016	73,872	76,812	79,884	83,088	86,424	89,017	91,687	94,765	97,843	100,921	104,000
	Monthly	5,691	5,918	6,156	6,401	6,657	6,924	7,202	7,418	7,641	7,897	8,154	8,410	8,667
	Hourly	32.83	34.14	35.52	36.93	38.41	39.95	41.55	42.80	44.08	45.56	47.04	48.52	50.00
July 1, 2022 - March 30, 2023														
CLASS TITLE		STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19
Faculty	Annual	68,292	71,016	73,872	76,812	79,884	83,088	86,424	89,017	91,687	94,765	97,843	100,921	104,000
	Monthly	5,691	5,918	6,156	6,401	6,657	6,924	7,202	7,418	7,641	7,897	8,154	8,410	8,667
	Hourly	35.02	36.42	37.88	39.39	40.97	42.61	44.32	45.65	47.02	48.60	50.18	51.75	53.33

FACULTY SALARY SCHEDULE

April 1, 2023 - Nov 30, 2023

CLASS TITLE		STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19
Faculty	Annual	69,146	71,904	74,795	77,772	80,883	84,127	87,504	90,130	92,833	95,950	99,066	102,183	105,300
	Monthly	5,762	5,992	6,233	6,481	6,740	7,011	7,292	7,511	7,736	7,996	8,256	8,515	8,775
	Hourly	35.46	36.87	38.36	39.88	41.48	43.14	44.87	46.22	47.61	49.20	50.80	52.40	54.00

Dec 1, 2023 - June 30, 2024

CLASS TITLE		STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19
Faculty	Annual	70,183	72,982	75,917	78,939	82,096	85,388	88,817	91,482	94,226	97,389	100,552	103,715	106,880
	Monthly	5,849	6,082	6,326	6,578	6,841	7,116	7,401	7,623	7,852	8,116	8,379	8,643	8,907
	Hourly	35.99	37.43	38.93	40.48	42.10	43.79	45.55	46.91	48.32	49.94	51.57	53.19	54.81

LIBRARIANS SALARY SCHEDULE

July 1, 2020 -March 31, 2023

CLASS TITLE		STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14
Librarian I	Annually	55,764	58,296	61,092	63,996	67,032	69,048	71,124	73,514	75,903	78,294	80,682	
	Monthly	4,647	4,858	5,091	5,333	5,586	5,754	5,927	6,126	6,325	6,525	6,724	
	Hourly	29.58	30.93	32.41	33.95	35.56	36.63	37.73	39.00	40.27	41.54	42.80	
Librarian II	Annually	61,092	63,996	67,032	70,260	73,476	76,848	79,152	81,528	84,267	87,006	89,747	92,484
	Monthly	5,091	5,333	5,586	5,855	6,123	6,404	6,596	6,794	7,022	7,251	7,479	7,707
	Hourly	32.41	33.95	35.56	37.27	38.98	40.77	41.99	43.25	44.70	46.16	47.61	49.06
Librarian III	Annually	67,032	70,260	73,476	76,920	80,520	82,932	85,416	88,286	91,155	94,027	96,894	
	Monthly	5,586	5,855	6,123	6,410	6,710	6,911	7,118	7,357	7,596	7,836	8,075	
	Hourly	35.56	37.27	38.98	40.81	42.72	44.00	45.31	46.84	48.36	49.88	51.40	

April 1, 2023 - Nov 30, 2023

CLASS TITLE		STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14
Librarian I	Annually	56,461	59,025	61,856	64,796	67,870	69,911	72,013	74,433	76,852	79,273	81,691	
	Monthly	4,705	4,919	5,155	5,400	5,656	5,826	6,001	6,203	6,404	6,606	6,808	
	Hourly	29.95	31.31	32.82	34.38	36.01	37.09	38.20	39.49	40.77	42.06	43.34	
Librarian II	Annually	61,856	64,796	67,870	71,138	74,394	77,809	80,141	82,547	85,320	88,094	90,869	93,640
	Monthly	5,155	5,400	5,656	5,928	6,200	6,484	6,678	6,879	7,110	7,341	7,572	7,803
	Hourly	32.82	34.38	36.01	37.74	39.47	41.28	42.52	43.79	45.26	46.73	48.21	49.68
Librarian III	Annually	67,870	71,138	74,394	77,882	81,527	83,969	86,484	89,390	92,294	95,202	98,105	
	Monthly	5,656	5,928	6,200	6,490	6,794	6,997	7,207	7,449	7,691	7,934	8,175	
	Hourly	36.01	37.74	39.47	41.32	43.25	44.55	45.88	47.42	48.96	50.51	52.05	

LIBRARIANS SALARY SCHEDULE

Dec 1, 2023 -June 30, 2024

CLASS TITLE		STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14
Librarian I	Annually	57,308	59,910	62,783	65,768	68,888	70,960	73,093	75,549	78,005	80,462	82,916	
	Monthly	4,776	4,993	5,232	5,481	5,741	5,913	6,091	6,296	6,500	6,705	6,910	
	Hourly	30.40	31.78	33.31	34.89	36.55	37.65	38.78	40.08	41.38	42.69	43.99	
Librarian II	Annually	62,783	65,768	68,888	72,205	75,510	78,976	81,344	83,785	86,600	89,415	92,232	95,045
	Monthly	5,232	5,481	5,741	6,017	6,293	6,581	6,779	6,982	7,217	7,451	7,686	7,920
	Hourly	33.31	34.89	36.55	38.31	40.06	41.90	43.15	44.45	45.94	47.44	48.93	50.42
Librarian III	Annually	68,888	72,205	75,510	79,050	82,749	85,228	87,781	90,730	93,679	96,630	99,577	
	Monthly	5,741	6,017	6,293	6,587	6,896	7,102	7,315	7,561	7,807	8,053	8,298	
	Hourly	36.55	38.31	40.06	41.94	43.90	45.21	46.57	48.13	49.70	51.26	52.83	

EDUCATIONAL COUNSELLORS SALARY SCHEDULE

July 1, 2020 -March 31, 2023

CLASS TITLE		STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13
Educational Counsellor I	Annually	71,892	75,240	78,888	82,608	86,772	89,376	92,052	95,145	98,237	101,332	104,422
	Monthly	5,991	6,270	6,574	6,884	7,231	7,448	7,671	7,929	8,186	8,444	8,702
	Hourly	38.14	39.92	41.85	43.82	46.03	47.42	48.83	50.48	52.12	53.76	55.40
Educational Counsellor II	Annually	77,136	80,724	84,780	88,956	93,528	96,336	99,228	102,562	105,895	109,231	112,563
	Monthly	6,428	6,727	7,065	7,413	7,794	8,028	8,269	8,547	8,825	9,103	9,380
	Hourly	40.92	42.83	44.98	47.19	49.62	51.11	52.64	54.41	56.18	57.95	59.72

April 1, 2023 - Nov 30, 2023

CLASS TITLE		STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13
Educational Counsellor I	Annually	72,791	76,181	79,874	83,641	87,857	90,493	93,203	96,334	99,465	102,599	105,727
	Monthly	6,066	6,348	6,656	6,970	7,321	7,541	7,767	8,028	8,289	8,550	8,811
	Hourly	38.62	40.41	42.37	44.37	46.61	48.01	49.45	51.11	52.77	54.43	56.09
Educational Counsellor II	Annually	78,100	81,733	85,840	90,068	94,697	97,540	100,468	103,844	107,219	110,596	113,970
	Monthly	6,508	6,811	7,153	7,506	7,891	8,128	8,372	8,654	8,935	9,216	9,498
	Hourly	41.43	43.36	45.54	47.78	50.24	51.75	53.30	55.09	56.88	58.67	60.46

Dec 1, 2023 -June 30, 2024

CLASS TITLE		STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13
Educational Counsellor I	Annually	73,883	77,323	81,072	84,895	89,174	91,851	94,601	97,779	100,957	104,138	107,313
	Monthly	6,157	6,444	6,756	7,075	7,431	7,654	7,883	8,148	8,413	8,678	8,943
	Hourly	39.20	41.02	43.01	45.04	47.31	48.73	50.19	51.87	53.56	55.25	56.93
Educational Counsellor II	Annually	79,272	82,959	87,127	91,419	96,118	99,003	101,975	105,402	108,827	112,255	115,680
	Monthly	6,606	6,913	7,261	7,618	8,010	8,250	8,498	8,783	9,069	9,355	9,640
	Hourly	42.05	44.01	46.22	48.50	50.99	52.52	54.10	55.92	57.73	59.55	61.37

Signed on the 24th day of May, 2022

FOR:

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

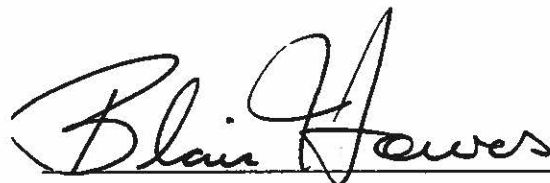


Scott Thon, Chair



Jody Fraser

The SAIT Academic Faculty Association (SAFA)



Blair Howes, President

Alan Brown

**Letter of Understanding
Between
The Board of Governors of the Southern Alberta Institute of Technology (SAIT)
And
The SAIT Academic Faculty Association (SAFA)**

Re: Adjunct Faculty

Adjunct faculty contribute greatly to the academic and student success of SAIT. The nature of this type of employment is to be flexible and precarious. It is not SAIT's intent to engage with Adjunct Faculty to create ongoing and regular employment.

An Adjunct Faculty can be engaged in the approved programs after 6pm and weekends and in the non approved programs.

The parties agree that:

1. As outlined in the *Post-Secondary Learning Act*, adjunct faculty are designated as SAFA members and will pay dues as outlined in Section 6 and Section 1 and 11.03 will apply.
2. Pay for Adjunct Faculty is on a per course basis, based upon classroom instructional hours. Compensation is inclusive of all of the following activities:
 - a. Preparation
 - b. Classroom Instruction
 - c. Assessment- preparation and marking
3. The Adjunct Contract will contain:
 - a. Classroom instructional hours
 - b. Course name, Course number and delivery mode
 - c. Contract Dollar value based on the above.
 - d. Creation of program content and subject matter expertise in the non approved programming.
4. No reduction of hours to the Classroom Instructional Hour commitment will occur when a general holiday falls on a day when an adjunct faculty would have otherwise been scheduled to instruct.
5. Adjunct faculty may be invited to participate in training and professional development, the hourly rate paid will be \$35.00/per hour.
6. Adjunct faculty may be contracted in the non-approved programs area for curriculum development, subject matter expertise or other projects on an assignment basis as stated in 3d. For such assignments, the hourly rate paid will be \$50.00/ per hour. Rates higher than \$50.00/per hour require approval from a Vice President, or designate, using the following conditions:
 - a. Qualifications and mastery of skill warrants a higher rate of pay
 - b. Labour market influence
 - c. Industry market influences
 - d. Unique or special skill set

7. No adjunct engagement shall be calculated at more than \$80.00 per classroom instructional hour unless approval is granted from the Vice President or designate, using the following conditions:
 - a. Qualifications and mastery of skill warrants a higher rate of pay
 - b. Labour market influence
 - c. Industry market influences
 - d. Unique or special skill set
8. A review of adjunct faculty paid greater than the maximum hourly rate shall occur quarterly at the JAC meeting; the purpose of the review is to inform the Association.
9. Current SAIT academic staff members may continue to teach as an adjunct faculty after 6 pm, using the terms of this Letter of Understanding.

This Letter of Understanding shall remain in effect for the term of the Collective Agreement.

Signed on the 24th day of May, 2022


FOR:

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



Scott Thon, Chair

The SAIT Academic Faculty Association
(SAFA)



Blair Howes, President

**Letter of Understanding
Between
The Board of Governors of the Southern Alberta Institute of Technology (SAIT)
And
The SAIT Academic Faculty Association (SAFA)**

Transition to New Section 36 Workload and implementation of the Faculty Workload Guidelines and Workload Monitoring Group

This LOU establishes the transition process for finalizing the guidelines for assigning workload, provides examples and suggests components of the Class Management Activities and Professional Duties Hours. This LOU will also outline the creation of a transition plan to finalize this document for the next academic year once the Collective Agreement is ratified.

For the purposes of implementation, Section 36, Faculty Workload Guidelines and the LOU Re: Workload criteria and expedited grievance process for Section 36 Workload will not come into effect until July 1, 2022, the start of the next Academic Year.

The Parties agree to the following:

The Structure of the Faculty Workload Guidelines Committee (FWG Committee) shall be formed by an equal number of appointed academic staff members and non-academic staff members will meet on an on-going basis to review the Faculty Workload Guidelines document. Changes to the Faculty Workload Guidelines document must be presented at least annually to both parties and receive mutual agreement from all members of the JAC (Joint Advisory Council).

To create a Workload Monitoring Group. This WMG will be formed by an equal number of appointed academic staff members and non-academic staff members. A terms of reference will be created a must consider the following:

- Workload complaint process
- Review process and recommendation process
- Required data for decision making
- Decision making process

Complete the initial Faculty Workload Guideline document prior to September 1, 2022 and publish on SAITNow along with the Collective Agreement.

Complete the Terms of Reference for the Workload Monitoring Group prior to July 1, 2022.

Signed on the 24th day of May, 2022

FOR:

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



Scott Thon, Chair

The SAIT Academic Faculty Association
(SAFA)



Blair Howes, President

**Letter of Understanding
Between
The Board of Governors of the Southern Alberta Institute of Technology (SAIT)
And
The SAIT Academic Faculty Association (SAFA)**

Alternatives to Class Contact Hours Table:

The parties agree to work collaboratively to explore the best method of workload assignment for approved programs at SAIT with consideration of moving away from workload assigned by class contact hours. One model for consideration is exploration of a credit-based workload assignment.

Rationale:

- Provides transparency, and fairness in the assignment of workload.
- Creates consistency of workload assignment across courses, programs, and schools
- Creates consistency of assignment between types of employment of faculty – ex. Regular, casual, adjunct
- Alignment with how many other post-secondary institutions assign workload
- Alignment to the learning effort required by our students
- Fits with our ERP (Enterprise Resource Planning) system
- Understanding that we offer many disparate credentials across areas of expertise (certificate, diploma, bachelor's degree)

Acknowledgements:

- Apprentice programs do not have credits and would need an alternate method of workload assignment
- Continuing education, contract training and non-approved programs are out of scope
- SAIT acknowledges our responsibility to consult with SAFA on the implementation of the FLAC (Faculty loading and compensation) module of Banner and the full year scheduling planning

Within thirty (30) days of the ratification vote a committee will be formed by an equal number of SAFA appointed academic staff members and non-academic staff members.

The Terms of Reference for this committee will be completed 30 days following the initial meeting and will ensure the following are confirmed:

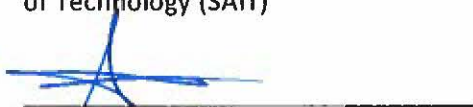
- Membership
- Frequency of meeting
- Pace of deliverables
- The committee will provide interim reports to JEC at least every six months.

The intention of this work is to provide information and recommendations for use during the next bargaining cycle (June 2024) and the parties recognize that no changes would be made outside of bargaining.

Signed on the 24th day of May, 2022

FOR:

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



Scott Thon, Chair

The SAIT Academic Faculty Association
(SAFA)



Blair Howes, President

**Letter of Understanding
Between
The Board of Governors of the Southern Alberta Institute of Technology (SAIT)
And
The SAIT Academic Faculty Association (SAFA)**

Joint Benefits Program Review Committee

The Parties agree that maintaining the long term sustainability of the benefits plan is a shared responsibility between the SAIT Board of Governors and all staff groups. In order to share this responsibility a Joint Benefits Program Review Committee will be established for the term of the Collective Agreement. This Committee does not commit either party to having an ongoing Benefits Review Committee.

- A. The Committee shall be composed of equal membership from each of the employee groups:
 - 1. Two (2) Employer representatives to be appointed by the Associate Vice President, Employee Services.
 - 2. Two (2) SAFA representatives to be appointed by the President of SAFA.
 - 3. The Parties may each appoint an alternate to serve in the absence of a regular member.

- B. The Joint Benefits Review Committee will deal with the following topics as they relate to SAIT Benefit plans. This Joint Committee shall:
 - 1. Research, evaluate and recommend benefit program design changes and potential Collective Agreement language changes.
 - 2. Review the benefits program with respect to coverage, effectiveness and fiscal sustainability.
 - 3. Review the flexibility of the program plan.

- C. If the Parties, by mutual agreement, give the Committee authority to formulate recommendations for policy changes to a Plan, or to recommend changes to the benefits within its Terms of Reference, the Committee will make recommendations for the consideration of SAIT and the Association.

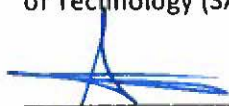
- D. The Committee may have the Consultant to the Plan(s) and representatives of the Insurers and Administrative Agencies present at its meetings to provide information to the Committee.

E. This Letter of Understanding shall remain in effect for the term of the Collective Agreement.

Signed on the 24th day of May, 2022


FOR:

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



Scott Thon, Chair

The SAIT Academic Faculty Association
(SAFA)



Blair Howes, President

**Letter of Understanding
Between
The Board of Governors of the Southern Alberta Institute of Technology (SAIT)
And
The SAIT Academic Faculty Association (SAFA)**

Consultation on Rubric in Section 13- Position Abolishment

The parties will collaboratively develop a mutually agreed-upon rubric to be used in the selection criteria for the abolishment of any permanent academic staff members whose positions are to be abolished as outlined in Section 13- Position Abolishment.

The Parties will have this completed prior to the next process or not later than May 15, 2022.

Signed on the 24th day of May, 2022

FOR:

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



Scott Thon, Chair

The SAIT Academic Faculty Association
(SAFA)



Blair Howes, President

**Letter of Understanding
Between
The Board of Governors of the Southern Alberta Institute of Technology (SAIT)
And
The SAIT Academic Faculty Association (SAFA)**

Equity

The parties agree to endorse the principles of equity and support full access to and inclusion in the workplace.

Within 30 days of ratification:

- SAFA will appoint a member to the SAIT Recruitment and Demographic Subcommittees.
- SAFA will appoint a member to the SAIT EDI Advisory Council.
- SAIT will engage SAFA leadership in a consultative process to gather feedback on draft EDI priorities.

The Employer agrees to complete a semi-annual pay equity analysis. Results of which will be shared with both parties.

Signed on the 24th day of May, 2022

FOR:

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



Scott Thon, Chair

The SAIT Academic Faculty Association
(SAFA)



Blair Howes, President

**Letter of Understanding
Between
The Board of Governors of the Southern Alberta Institute of Technology (SAIT)
And
The SAIT Academic Faculty Association (SAFA)**

LOU Professional Development Funds in Section 12

The parties agree to form a joint committee comprised of equal representation to explore ways to increase faculty utilization of Faculty Professional Development Funds. The joint committee shall meet within 3 months of the ratification of this agreement and will present mutually agreed upon recommendations back to the parties June 1, 2023. Such agreement will not be unreasonably withheld.

Signed on the 24th day of May, 2022

FOR:

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



Scott Thon, Chair

The SAIT Academic Faculty Association
(SAFA)



Blair Howes, President

**Letter of Understanding
Between
The Board of Governors of the Southern Alberta Institute of Technology (SAIT)
And
The SAIT Academic Faculty Association (SAFA)
Transition from Defined Contribution Pension Plan to Local Authorities Pension Plan**

The parties agree to no longer offer a defined contribution pension plan to qualifying employees. As of July 1, 2022 all employees currently in the plan will be placed in the LAPP.

Signed on the 24th day of May, 2022


FOR:

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



Scott Thon, Chair

The SAIT Academic Faculty Association
(SAFA)



Blair Howes, President

**Letter of Understanding
Between
The Board of Governors of the Southern Alberta Institute of Technology (SAIT)
And
The SAIT Academic Faculty Association (SAFA)**

Benefit Renewal

As a result of the significant potential for Employer / Employee premium increases to the Insured benefit plans commencing with the 2022 / 2023 benefits year, the Parties agree to engage the Joint Benefits Review Committee (as indicated in the LOU - Joint Benefits Program Review Committee) to, by the end of May 2022, provide recommendations around the impacts and potential changes (if any) and options for the following Sections:

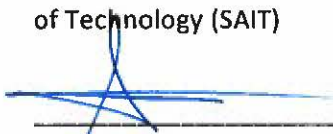
- Section 23
- Section 25
- Section 26
- Section 28
- Section 29

Any changes to these articles will require mutual agreement of the parties. For SAFA agreement means ratification by the SAFA Executive Board after consultation with its membership.

Signed on the 24th day of May, 2022


FOR:

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



Scott Thon, Chair

The SAIT Academic Faculty Association
(SAFA)



Blair Howes, President