

Collective Agreement

BETWEEN

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

and

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

**For the Period
July 1, 2007 – June 30, 2010**

NUMERICAL INDEX

Section	Title	Page
1	Definitions	1
2	Effective Date and Term	3
3	Collective Bargaining	4
4	Mediation	5
5	Arbitration	6
6	Jurisdiction	8
7	Management Recognition	9
8	SAIT Academic Faculty Association Recognition	10
9	Association Membership and Dues Deduction	11
10	Legislation and the Collective Agreement	12
11	Employer - Association Relations	13
12	Printing of Agreements	14
13	Terms of Employment	15
14	Professional Development	16
15	Application	17
16	Position Abolishment	18
17	Probationary Period	19
18	Performance Reviews	20
19	Disciplinary Action	21
20	Grievance Procedure	22
21	Employment Insurance Rebate	26
22	Safety and Health	27
23	Supplies and Equipment	28
24	Protective Clothing	29
25	Casual Illness	30
26	General Illness	31
27	Proof of Illness	33
28	Long Term Disability (LTD)	34
29	Health & Wellness Plan Benefits	36
30	Workers' Compensation Supplement	38
31	Dental Plan	39
32	Life Insurance and A. D. and D. Plan	40
33	Employee Benefits	42
34	Attendance and Resignation	43

Section	Title	Page
35	Hours of Work	44
36	Workloads - Instructors	45
37	Paid Holidays	47
38	Annual Vacation Leave - Librarians	48
39	Annual Vacation Leave - Instructors and Educational Counsellors	50
40	Special Leave	52
41	Court Leave	53
42	Leave Without Pay	54
43	Christmas Leave	55
44	Maternity/Parental/Adoption Leave	56
45	Time Off for Association Business	57
46	Instructor Salary Schedule	58
47	Librarians and Educational Counsellors Salary Grades	60
47A	Librarians Salary Grid	60
47B	Educational Counsellors Salary Grid	63
48	Acting Incumbent	66
49	Overtime	67
50	Overload Pay	68
51	Four for Five Leave	69
52	Travel and Subsistence	70
53	Copyright and Patents	71
54	Pension Plan	72
 Letters of Understanding		
	Joint Advisory Committee	74
	Continuing Education and/or Corporate Training	75
	83:17	76
	Copyright and Patents	77
	Re-employment of Retirees	78
	Benefit Plans	79

ALPHABETICAL INDEX

Section	Title	Page
48	Acting Incumbent	66
39	Annual Vacation Leave - Instructors and Educational Counsellors	50
38	Annual Vacation Leave - Librarians	48
15	Application	17
5	Arbitration	6
9	Association Membership and Dues Deduction	11
34	Attendance and Resignation	43
25	Casual Illness	30
43	Christmas Leave	55
3	Collective Bargaining	4
53	Copyright and Patents	71
41	Court Leave	53
1	Definitions	1
31	Dental Plan	38
19	Disciplinary Action	21
47B	Educational Counsellors Salary Grid	63
2	Effective Date and Term	3
33	Employee Benefits	42
11	Employer - Association Relations	13
21	Employment Insurance Rebate	26
51	Four for Five Leave	69
26	General Illness	31
20	Grievance Procedure	22
29	Health & Wellness Plan Benefits	36
35	Hours of Work	44
46	Instructor Salary Schedule	58
6	Jurisdiction	8
42	Leave Without Pay	54
10	Legislation and the Collective Agreement	12
47	Librarians and Educational Counsellors Salary Grades	60
47A	Librarians Salary Grid	60
32	Life Insurance and A. D. and D. Plan	39
28	Long Term Disability (LTD)	34

Section	Title	Page
7	Management Recognition	9
44	Maternity/Parental/Adoption Leave	56
4	Mediation	5
50	Overload Pay	68
49	Overtime	67
37	Paid Holidays	47
54	Pension Plan	72
18	Performance Reviews	20
16	Position Abolishment	18
12	Printing of Agreements	14
17	Probationary Period	19
14	Professional Development	16
27	Proof of Illness	33
24	Protective Clothing	29
22	Safety and Health	27
8	SAIT Academic Faculty Association Recognition	10
40	Special Leave	52
23	Supplies and Equipment	28
13	Terms of Employment	15
45	Time Off for Association Business	57
52	Travel and Subsistence	70
30	Workers' Compensation Supplement	38
36	Workloads - Instructors	45
	Letters of Understanding	
	83:17	76
	Benefit Plans	79
	Continuing Education and/or Corporate Training	75
	Copyright and Patents	77
	Joint Advisory Committee	74
	Re-employment of Retirees	78

SECTION 1
DEFINITIONS

- 1.01 In this collective agreement unless the context otherwise requires:
- (a) a word used in the masculine gender applies also in the feminine;
 - (b) a word used in the singular may also apply in the plural;
 - (c) "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;
 - (d) "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;
 - (e) "Association" means the SAIT Academic Faculty Association (SAFA) established under Section 85 of the Post-Secondary Learning Act, 2003;
 - (f) "Association Representative" means a person who is selected, subject to the limitations specified in Section 11.01, by the academic staff members in SAFA to act on behalf of those academic staff members;
 - (g) "Designated Officer" means a person who is authorized, on behalf of the Employer to deal with grievances;
 - (h) "demotion" means a transfer to a position with a lower maximum salary;
 - (i) "discipline" or "disciplinary action" includes written reprimand(s), suspension(s) and dismissal;
 - (j) "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 his initial period of employment is serving a probationary period;
 - (v) "casual employment" is non-permanent employment on an hourly basis. When casual employment of an academic staff member exceeds eight hundred (800) hours in an academic year, upon rehire in the following academic year, he will be assigned to a temporary or permanent position.
 - (k) "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;
 - (l) "grade" means the periods assigned to a class within the salary grid;
 - (m) "hourly rate" means the annual salary divided by the academic staff member's normal annual hours of work;
 - (n) "increment" means the difference between one period and the next period within a grade;
 - (o) "maximum salary" means the highest period of the highest grade assigned to a class;
 - (p) "minimum salary" means the lowest period of the lowest grade assigned to a class;
 - (q) "month " means a calendar month;
 - (r) "monthly salary" means annual salary divided by twelve (12);

- (s) "pay range" means a single salary grade established for:
 - (i) Instructors as per Section 46, and
 - (ii) Classifications other than Instructors as per Section 47;
- (t) "Performance Reviews" are both a formative and summative process whereby performance objectives are established and reviewed;
- (u) "period" means a single salary rate within the grade;
- (v) "day" means work day unless otherwise specified;
- (w) "work day" means any day on which an academic staff member is normally expected to be at his place of employment. Saturday and Sunday are not normally days of work.

SECTION 2
EFFECTIVE DATE AND TERM

- 2.01 This collective agreement shall be in full force and effect from July 1, 2007, until June 30, 2010 and shall remain in effect thereafter until a replacement collective agreement is established.

SECTION 3
COLLECTIVE BARGAINING

- 3.01 (a) The Employer or the Association, no sooner than January 2 and no later than January 15 preceding the expiry of the term of the collective agreement, may serve written notice to the other party of its intention to commence collective bargaining. The notice shall contain the names of the Negotiating Committee, the name(s) of the person(s) with authority to bargain collectively, to conclude a collective agreement and to sign a collective agreement and shall be served personally on the date of the notice.
- (b) Upon receipt of a notice to commence collective bargaining, the recipient shall, within fifteen (15) days deliver personally to the other party a written notice containing the names of the Negotiating Committee, the name(s) of the person(s) with the authority to bargain collectively, to conclude a collective agreement and to sign a collective agreement on his behalf.
- 3.02 (a) Upon service of a notice to commence collective bargaining, the Association and the Employer, within twenty (20) days after the notice is given, shall meet and exchange proposals and commence to bargain, collectively and in good faith and make every reasonable effort to enter into a collective agreement.
- (b) At any time after the commencement of collective bargaining, either party may request a mediator pursuant to Section 4.
- (c) If agreement is not reached by the last day of the fourth (4th) month preceding the expiry date of the collective agreement, the Employer or the Association may refer the dispute to binding arbitration, pursuant to Section 5.

SECTION 4
MEDIATION

- 4.01 (a) If a dispute arises, and the parties agree to mediate the dispute, the Employer and the Association may agree upon a mediator, or failing agreement within seven (7) days they jointly shall request the Chairman of the Alberta Labour Relations Board for the assignment of a mediator to assist them to resolve the dispute.
- (b) No person shall be appointed as a mediator who:
- (i) is directly affected by the dispute, or
 - (ii) has been involved in an attempt to negotiate or settle the dispute,
 - (iii) is not a resident of Alberta.
- 4.02 (a) The mediator may make recommendations. In such event he shall make recommendations only on those items, which remain in dispute.
- (b) If either party rejects the mediator's recommendations, the Association and the Employer shall proceed to binding arbitration pursuant to Section 5.

SECTION 5
ARBITRATION

- 5.01 (a) Each party within ten (10) days of the dispute being referred to binding arbitration shall appoint a person to act as a member of the arbitration board, and shall forthwith notify the other party of such appointment.
- (b) The two persons appointed to act as members of an arbitration board shall attempt to mutually agree upon a third person to act as Chairman of the arbitration board within ten (10) days of the date the second person is appointed.
- (c) No person shall be appointed to an arbitration board who:
- (i) is directly affected by the dispute, or
 - (ii) has been involved in an attempt to negotiate or settle the dispute,
 - (iii) has not resided in the Province of Alberta for one (1) year immediately preceding the date of his appointment.
- 5.02 The arbitration board has the power to determine its own procedure but shall give full opportunity to the Employer and the Association to be heard.
- 5.03 If without reasonable cause shown, either party to the proceedings before the arbitration board fails to attend or be represented, the arbitration board may proceed as if the party had duly attended or been represented.
- 5.04 (a) If the Employer or the Association fails to appoint a person as a member of an arbitration board, the Chairman of the Labour Relations Board under the Labour Relations Act may appoint a person to act as a member on its or their behalf.
- (b) Where the two persons appointed as members of an arbitration board fail to appoint a person to act as Chairman, the Chairman of the Labour Relations Board under the Labour Relations Act shall appoint a person to act as a member and Chairman on their behalf.
- (c) Where a vacancy occurs in the membership of an arbitration board it shall be filled in the same manner as provided for in the original appointment of the member or Chairman.
- 5.05 Where an arbitration board is established, each party shall forthwith deliver a statement in writing to the Chairman stating the items which remain in dispute.
- 5.06 (a) As soon as possible after making an inquiry into the arbitrable items in the dispute referred to it, the arbitration board shall make an award and in its award deal with each arbitrable item in dispute.
- (b) An arbitral award may be retroactive in whole or in part.
- (c) The arbitration board may issue:
- (i) One (1) arbitral award, or
 - (ii) One (1) arbitral award in separate parts at different times, or
 - (iii) Two (2) or more arbitral awards at different times.
- 5.07 (a) Upon making an arbitral award the arbitration board shall file a copy of it with the Chairman of the Labour Relations Board and serve a copy of it on the Employer and the Association personally or by double registered mail.
- (b) The arbitration board shall only award on, and its jurisdiction shall be limited to those items which remain in dispute between the parties.

- 5.08 (a) An arbitral award of an arbitration board is binding upon the Association and on every academic staff member in the unit on whose behalf it was bargaining collectively and upon the Employer. The Employer and the Association shall forthwith give effect to it.
- (b) The terms of one (1) or more arbitral awards relating to, entering into, renewing or revising a collective agreement shall be included in a collective agreement and promptly executed by the parties.
- (c) The arbitration board's award shall be signed by such members as concur therein and shall be transmitted in writing to the Association and the Employer as soon as possible.
- (d) A decision of the majority of the members of an arbitration board is the decision of the arbitration board, but if there is no majority, the decision of the Chairman governs and his decision shall be deemed to be the award of the arbitration board.
- (e) Each party to the dispute shall bear the expense of its representative appointed to the arbitration board and the two (2) parties shall share equally the expense of the Chairman of the arbitration board.
- 5.09 (a) If either the Employer or the Association refuses to participate in the preparation of a collective agreement in accordance with Sub-section 5.08, paragraph (b) of this procedure for dispute settlement, the other party may prepare the collective agreement giving effect to:
- (i) the one (1) or more arbitral awards of the arbitration board or arbitration boards, and
- (ii) such other matters as are agreed to by the parties, and shall submit the agreement to the one (1) or more arbitration boards concerned to certify in each case that the agreement accurately incorporates the one (1) or more awards of that arbitration board.
- (b) When an arbitration board receives a collective agreement pursuant to Sub-section 5.09, paragraph (a), sub-paragraph (ii) and it is satisfied that it gives effect to its award, the arbitration board shall certify the collective agreement as accurately incorporating its award.
- 5.10 (a) Upon certification by the one (1) or more arbitration boards concerned pursuant to Sub-section 5.07, the Employer and the Association shall sign the collective agreement.
- (b) If, at the expiration of ten (10) days after the date of certification by the one (1) or the final arbitration board concerned, neither party to the collective agreement has signed it, or one (1) party to the collective agreement has signed it, the collective agreement thereupon becomes a collective agreement between the parties as if they had both signed it and is effective from the date or dates specified in the collective agreement or if there are no dates, from the date or dates specified by the one (1) or more arbitration boards concerned.
- (c) A collective agreement referred to in Sub-section 5.10 is binding upon the Association and every academic staff member in the unit on whose behalf it was bargaining collectively, and the Employer.
- 5.11 (a) Where the Employer and the Association agree that a single arbitrator is appropriate, then they may establish an individual as an arbitration board in accordance with this dispute settlement procedure.
- (b) A single arbitrator shall be appointed in the same manner and shall have the same powers and be subject to the same limitations as a three (3) member arbitration board referred to in this procedure.

SECTION 6
JURISDICTION

- 6.01 The provisions of this agreement apply to all employees occupying positions in the academic staff of the Employer for the term of this agreement designated as:
- (a) Instructor
 - (b) Librarian I
Librarian II
Librarian III
 - (c) Educational Counsellor I
Educational Counsellor II

SECTION 7
MANAGEMENT RECOGNITION

- 7.01 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 8
SAIT ACADEMIC FACULTY ASSOCIATION RECOGNITION

- 8.01 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.
- 8.02 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.
- 8.03 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 Human Resources prior to posting.
- 8.04 Meeting rooms on any campus may be booked, if available, by the Association and such rooms will be provided by the Employer without charge.
- 8.05 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 issue clothing or uniforms, nor shall an insignia be displayed on Employer's equipment or facilities.

SECTION 9
ASSOCIATION MEMBERSHIP AND DUES DEDUCTION

- 9.01 All academic staff members covered by this collective agreement shall become members of the Association as a condition of employment.
- 9.02 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.
- 9.03 All instruction offered by any contractor, fee-for-service individual, etc., in either regular programming or other programming offered under SAIT auspices on or off the SAIT campus is subject to the payment of Association dues.
- 9.04 (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 printed form showing academic staff member number, department number, starting date, association dues, category, amount deducted, name 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.
- (b) The Employer shall remit Association dues, by employees under 9.03, in the same manner provided under 9.04(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.
- 9.05 Pursuant to the Post-Secondary Learning Act, 2003, all academic staff members shall be members of the Association.
- 9.06 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.
- 9.07 The Association agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Section.
- 9.08 The Employer shall provide a copy of each letter of appointment (except with respect to fee-for-service employees) to the President of the Association within twenty (20) working days of issuing the letter to the person offered appointment.
- 9.09 The Employer shall provide, within thirty (30) days of the end of each semester, a report of the total number of full-time equivalent positions based on total instruction hours of fee-for-service employees and independent contractors in:
- (a) regular programming, and
- (b) other programming.
- 9.10 The Association shall take appropriate steps to maintain the security of all letters referred to in subsection 9.08.

SECTION 10

LEGISLATION AND THE COLLECTIVE AGREEMENT

- 10.01 In the event that any law passed by the Government of Alberta or Canada renders null and void, or reduces any provision of this collective agreement, the remaining provisions shall remain in effect for the term of the collective agreement and the Parties hereto shall negotiate, in accordance with the bargaining procedures herein provided a satisfactory provision to be substituted for the provision rendered null and void, or reduced.
- 10.02 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, guidelines or directives, the collective agreement shall supersede the regulation, guideline or directive.

SECTION 11
EMPLOYER-ASSOCIATION RELATIONS

- 11.01 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 5 and Section 20.14 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.
- 11.02 With respect to Sub-section 11.01(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.
- 11.03 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.
- 11.04 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 concerned.
- 11.05 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.
- 11.06 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.
- 11.07 The Employer recognizes the association representative as an official representative of the Association.
- 11.08 The Employer acknowledges the right of the Association to appoint academic staff members in the bargaining unit as association representatives.
- 11.09 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.

SECTION 12
PRINTING OF AGREEMENTS

- 12.01 The parties agree that the collective agreement shall be made available on the Employer's web site.
- 12.02 A printed copy of the collective agreement shall be provided to each new academic staff member.
- 12.03 The cost of printing copies of the collective agreement for distribution to academic staff members shall be shared equally by the parties.
- 12.04 The Employer and the Association shall pay the full cost of printing the copies of the collective agreement required for their own use.

SECTION 13
TERMS OF EMPLOYMENT

- 13.01 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.
- 13.02
- (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 Human Resources 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 13.02(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 13.02(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).
- 13.03 When the Association fails to process the matter within the time limits specified in Sub-section 13.02(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 14
PROFESSIONAL DEVELOPMENT

- 14.01 Professional Development is the collective responsibility of each academic staff member and the board.
- 14.02 The Employer will maintain a policy and procedure for Professional Development.
- 14.03 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 industrial experience or some other form of development.
- 14.04 The Employer shall contribute an amount such that \$600.00 (\$800.00 effective July 1, 2009) 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}. Should such an academic staff member leave the employment of the Employer prior to the completion of the probationary period, the Employer will deduct a pro-rated amount (\$ provided under Sub-section 14.04 – (\$50 (\$67 effective July 1, 2009) X the months employed) from the employee's final pay. No deduction is due if the amount is negative.
 - (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.
- 14.05 The twenty four (24) month period pursuant to Sub-section 14.04 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.
 - (c) Should the academic staff member leave the employment of the Employer prior to the completion of the probationary period, the Employer will deduct the pro-rated amount pursuant to Sub-section 14.04 based on the July 1 periods as indicated above.
- 14.06 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 15
APPLICATION

- 15.01 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 15.02.
- 15.02 (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 16 Position Abolishment
 - (ii) Section 25 Casual Illness
 - (iii) Section 26 General Illness
 - (iv) Section 28 Long Term Disability
 - (v) Section 29 Health Plan Benefits
 - (vi) Section 30 Workers' Compensation Supplement
 - (vii) Section 31 Dental Plan
 - (viii) Section 32 Insurance (except the Accidental Death and Dismemberment for Employer Business Travel shall apply).
 - (ix) Section 37 Paid Holidays
 - (x) Sections 38 & 39 Annual Vacation Leave
 - (xi) Section 40 Special Leave
 - (xii) Section 44 Maternity Leave
 - (xiii) Section 52 Four for Five Leave
- (b) Academic staff members hired as casual employment will be paid 12.2% (14.2% effective July 1, 2009) of gross salary in lieu of annual vacation entitlement and statutory holidays entitlement.
- 15.03 This collective agreement does not apply to Instructors delivering instruction on a fee-for-service basis, except for Section 9, Association Membership and Dues Deduction.

SECTION 16
POSITION ABOLISHMENT

- 16.01 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 the 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.
- 16.02 If eligible, the academic staff member may choose to retire pursuant to the Local Authorities Board Pension Act on the date of termination pursuant to 16.01.
- 16.03 The rights as set out in Sub-sections 16.04 through 16.09 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 16.02, 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 16.04.
- 16.04 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 one hundred and eighty (180) consecutive calendar days commencing with the day following the release of the academic staff member. The Employer shall undertake to notify those academic staff members of all such available positions.
- 16.05 Throughout the application of 16.04 academic staff members shall be eligible for comparable positions in order of merit, except where two (2) or more academic staff members have relatively equal merit, they shall be eligible for positions in order of their seniority.
- 16.06 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 16.04.
- 16.07 Should an academic staff member be rehired to a comparable permanent position during the one hundred and eighty (180) consecutive calendar days following termination, the severance paid to the academic staff member under 16.01 shall be repaid proportionately to the Employer.
- 16.08 When probation in the comparable permanent position is unsuccessful pursuant to Sub-section 17.06, 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.
- 16.09 Pursuant to Sub-section 16.03(c), expenses shall be paid by the Employer in accordance with current procedures governing the Payment of Subsistence and Travel Allowances.

SECTION 17
PROBATIONARY PERIOD

- 17.01 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.
- 17.02 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.
- 17.03 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.
- 17.04 Within twenty (20) days of completion of the probationary period, the Employer shall determine that:
- (a) the academic staff member shall be granted a permanent appointment if he is occupying a permanent position, or
 - (b) the academic staff member be notified that he has satisfactorily completed the probationary period, if he is occupying a temporary salaried position. Should that temporary salaried position be deemed a permanent position, the academic staff member shall be granted permanent status.
- 17.05 The academic staff member serving a probationary period may be dismissed at any time with two (2) weeks prior written notice or pay in lieu of written notice. Should the academic staff member grieve the dismissal, pay shall continue until resolution of the grievance.
- 17.06 An academic staff member hired in accordance with Sub-section 16.04 shall serve a six (6) month probationary period. Sub-section 17.03 will apply but formal evaluation meetings will be held every two (2) months.

SECTION 18
PERFORMANCE REVIEWS

- 18.01 After completion of the probationary period, the Employer will review each academic staff member's performance annually. Academic staff members may respond on their own behalf and shall sign the review document to acknowledge that they have been advised of the contents.
- (a) An academic staff member whose overall performance is determined to be satisfactory shall advance by one increment, unless the academic staff member has reached the maximum of the salary grade.
 - (b) An academic staff member whose overall performance is determined to be unsatisfactory must be given reasons in writing and may appeal according to the Grievance Procedure.
- 18.02 Performance reviews are an informal and continuous process for academic staff members serving probationary periods in permanent and temporary salaried positions. However, at six (6) months intervals, the Employer will complete a written evaluation, which shall be reviewed with the staff members and signed by them to acknowledge that they have been advised of the contents. An academic staff member who has been evaluated as unsatisfactory must be given reasons in writing for the action, along with a description of expected improvements.
- 18.03 Upon completion of each period of full-time casual employment, staff members shall be given their "Casual Employee Rating" form evaluating their performance for the period of the assignment.

SECTION 19
DISCIPLINARY ACTION

- 19.01 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.
- 19.02 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 of that right in advance of the meeting.
- 19.03 An academic staff member who has been subjected to disciplinary action, may after thirty (30) months of continuous service from the date the disciplinary action was invoked, request that his 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 during that thirty (30) month period,
 - (b) the disciplinary action is not the subject of an unresolved grievance,
 - (c) the disciplinary action was five (5) or fewer working day's suspension without pay. Disciplinary action greater than this shall remain on the academic staff member's file for sixty (60) months from the date of disciplinary action.
- 19.04 Access to an academic staff member's personal file shall be provided to the academic staff member or his authorized representative, upon request and within a reasonable time, once in every year and in the event of a grievance or complaint. The academic staff member upon request shall be allowed to have an Association Representative present at the time of such examination.
- 19.05 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.
- 19.06 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.
- 19.07 An academic staff member may be disciplined or dismissed for just cause.

SECTION 20
GRIEVANCE PROCEDURE

- 20.01 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 20.01(d).
- Grievances on paragraph (b), (c) and (d) above may be heard at Levels 1 and 2. Grievance on (a) and (e) above may be referred to the Arbitration Board.
- 20.02 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.
- 20.03 Informal Discussion:
- An academic staff member should first discuss the subject of the proposed grievance with his Dean in an attempt to resolve the matter. An Association Representative may accompany and assist the academic staff member at this stage.
- 20.04 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.
- 20.05 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 Director, Human Resources for conveyance to the Designated Officer 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 Designated Officer 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 Director, Human Resources.
- 20.06 Level 2:
- (a) If a settlement is not reached at Level 1, the grievor may present his 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 Director, Human Resources 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.

20.07 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 his 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 Director, Human Resources and the President of the Association within five (5) days of the receipt of the Employer response at Level 2.

20.08 Time Limits and Procedures

- (a) When the grievor fails to process a grievance within the time limits specified in Sub-sections 20.05, 20.06, 20.07 and 20.10 he shall be deemed to have abandoned his grievance.
- (b) When the Designated Officer receiving a grievance fails to process the grievance within the time limits specified in Sub-sections 20.05 and 20.06 the grievor shall automatically be eligible to advance his 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 Director, Human Resources and the Association.

20.09 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.

20.10 Variance From Normal Grievance Procedure:

- (a) A grievance may be initiated at Level 2 or 3 by mutual written agreement of the Director, Human Resources and the Association.
- (b) A complaint alleging sexual harassment may be presented in the form of a grievance directly to Level 2. The decision given at Level 2 shall be final and binding on all parties.
- (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 20.10(a). Such grievance must be submitted by the academic staff member within five (5) days of receipt of the written communication notifying him of the demotion, suspension or dismissal.

20.11 Meetings During 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.

20.12 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 20.04 with the name of their Appointee to the Arbitration Board.
- (b) 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.
- (c) 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.
- (d) 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.
- (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 Human Resources 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 his 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 20.12(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.

20.13 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.
- (d) The Arbitration Board:
 - (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 his or its jurisdiction in the same manner as a court of record in civil cases.
- (e) If any person fails to comply with an order of an Arbitration Board under Sub-section 20.13(d)(iii), or conducts himself in a manner that may be in contempt of the Arbitration Board or his 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 his or its proceedings.

- (f) The Arbitration Board may correct in any award any clerical mistake, error, or omission.

20.14 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 his 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 Director, Human Resources.

20.15 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.

20.16 Policy Grievances:

A policy grievance may be initiated in writing by the President of the Association or by the President 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 20.12 to 20.15 inclusive.

20.17 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 both the initial grievance form and any subsequent conveyance forms.
- (b) Grievances initiated by more than one grievor and meeting the above criteria shall be dealt with in accordance with Sub-sections 20.01 to 20.15 inclusive.
- (c) Withdrawal of an individual academic staff member from the group grievance does not jeopardize the position of the remaining grievors.

SECTION 21
EMPLOYMENT INSURANCE REBATE

- 21.01 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.
- 21.02 The premium reduction or rebate shall be recognized as the academic staff member's contribution towards the benefits provided.

SECTION 22
SAFETY AND HEALTH

- 22.01 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 and the regulations thereto.
- 22.02 The Employer will provide a Joint Worksite Health and Safety Committee.

SECTION 23
SUPPLIES AND EQUIPMENT

- 23.01 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 24
PROTECTIVE CLOTHING

- 24.01 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.
- 24.02 Protective clothing and safety equipment shall be supplied by the Employer as required by the Occupational Health and Safety Act including the Regulations thereto.

SECTION 25
CASUAL ILLNESS

- 25.01 "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.
- 25.02 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 his pay provided
- (a) he has been given prior authorization by the Dean/Director or designee (non-academic staff member), and
 - (b) he 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.
- 25.03 An academic staff member in his 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.
- 25.04 This Section is subject to Section 27.

SECTION 26
GENERAL ILLNESS

- 26.01 "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 25.
- 26.02 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 26.03:
- (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 26.02 "employment" includes salaried employment and also any prior employment as "casual employment" provided there is no break in service.
- 26.03 (a) Subject to Sub-section 26.03(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.
- 26.04 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 28.
- 26.05 Notwithstanding Section 25 or Sub-section 26.02, an academic staff member is not eligible to receive sick leave benefits under this Section or Section 25 if the absence is due to an intentional self-inflicted injury.

26.06 When a day designated as a paid holiday under Section 37 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.

26.07 This Section is subject to Section 27.

SECTION 27
PROOF OF ILLNESS

- 27.01 The academic staff member may be required to provide proof of illness upon return to work, where reasonable doubt exists in respect to the purpose of an absence claimed to be due to illness. Such proof shall take the form of a medical certificate. Where there is a discernible pattern of misuse the Employer shall have the option to require a medical certificate. An academic staff member shall be advised of the requirement to provide a medical certificate prior to return to work. The Employer may also require the academic staff member to submit proof of attendance at medical, dental, physiotherapy, or optical appointments when time off from work is granted to attend such appointments. An academic staff member shall be advised of the requirement to provide proof of attendance prior to return to work.
- 27.02 The academic staff member shall provide a medical certificate for any absence under Section 26 (General Illness).
- 27.03 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.
- 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.
- 27.04 Pursuant to Sub-section 27.03, an academic staff member shall be entitled to have his personal physician or other physician of his choice to be a member of the Medical Panel or to act as his counsel before the Medical Panel. Expenses incurred under Sub-section 27.03 shall be paid by the Employer. A copy of the report of the Medical Panel shall be sent to the academic staff member's physician.
- 27.05 Where an academic staff member has been examined by the Medical Panel and is also applying for Long Term Disability (LTD) benefits, a copy of the report of the Panel shall be considered as part of the academic staff member's application.
- 27.06 The parties agree that Casual Illness and General Illness benefits as provided in Sections 25 and 26 are intended only for the purpose of protecting an academic staff member from loss of income when the academic staff member is ill.
- 27.07 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.

SECTION 28
LONG TERM DISABILITY (LTD)

- 28.01 The eligibility of an academic staff member to participate in one of the Employer's Long Term Disability (LTD) Plans is subject to Section 15 and all eligible academic staff members shall be covered in accordance with the provisions of the Plan.
- 28.02 (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 21. 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 21, 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.
- 28.03 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).
- 28.04 (a) Long Term Disability benefits payable under the provisions of the LTD Plan pursuant to 28.02(a) will entitle an academic staff member with a qualifying disability to a total income, from sources specified under Sub-section 28.05, 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 28.03, up to a maximum benefit of \$4000 per month.
- (b) Long Term Disability benefits payable under the provisions of the LTD Plan pursuant to 28.02(b) will entitle an academic staff member with a qualifying disability to a total income, from sources under Sub-section 28.05, 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 28.03, up to a maximum benefit of \$6,500 per month.
- 28.05 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 28.06.
- 28.06 (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 28.03 (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 predisability salary.

- (b) Where the combination of reduced LTD benefits and income received pursuant to Sub-section 28.06 is a higher amount than the predisability salary, the LTD benefits shall be reduced further so that LTD benefits and income received equal one hundred percent (100%) of the predisability salary.
- 28.07 An academic staff member who receives LTD benefits and who at the commencement of absence, due to disability or illness, is participating in the Alberta Health Care Insurance Plan and the Employer Group Life Insurance 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.
- 28.08 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 29
HEALTH & WELLNESS PLAN BENEFITS

- 29.01 (a) Standard Benefit Plan – Employer Paid LTD pursuant to 28.02(a)
- Subject to Section 15, the Employer shall share the monthly premium costs of the Employer's Group Alberta Health Care Insurance Plan for all participating academic staff members as follows:
- (i) one-half (1/2) the cost of the family premium where the academic staff member and family are covered under the Plan, or
 - (ii) one-half (1/2) the cost of the single premium where only the academic staff member is covered under the Plan.
- (b) Enhanced Benefit Plan – Employer Paid LTD pursuant to 28.02(b)
- Subject to Section 15, the Employer shall share the monthly premium costs of the Employer's Group Alberta Health Care Insurance Plan for all participating academic staff members as follows:
- (i) sixty percent (60%) of the cost of the family premium where the academic staff member and family are covered under the Plan, or
 - (ii) sixty percent (60%) of the cost of the single premium where only the academic staff member is covered under the Plan.

Academic staff members who are enrolled in the Standard Benefit Plan are eligible to join the Enhanced Benefit Plan which includes the employee paid long term disability plan; however there will be no revision rights to the Standard Benefit Plan.

- 29.02 (a) Standard Benefit Plan – Employer Paid LTD pursuant to 28.02(a)
- Subject to Section 15, 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 his 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 – Employer Paid LTD pursuant to 28.02(b)
- Subject to Section 15, the Employer shall pay the monthly premium cost of the SAIT Employees' Extended Health Care Plan for participating employees.

29.03 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 Clarica or a comparable plan.

- 29.04 (a) Effective July 1, 2009 an annual Health Spending Account (HSA) will be implemented in the amount of \$500 per benefit year per academic staff member participating in either the Standard Benefit Plan or the Enhanced Benefit Plan. There will be no carry over 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.
- (b) Pursuant to 29.04(a), should an academic staff member leave the Employer's employment, a pro-rated amount will be deducted from the final pay. This deduction will equal \$42 for each remaining month of the benefit plan year. No deduction is due if the amount is negative.

Examples: 1. An academic staff member spends \$50 of his HSA in February and terminates in May. Remaining months June to December (7 months)

$$\$42 \times 7 = \$294 \text{ Spent } \$50 - \$294 = -\$244 \text{ – Therefore no deduction}$$

2. An academic staff member spends \$500 of his HSA in February and terminates in May. Remaining months June to December (7 months)

$\$500 - \$294 = \$206$ – Therefore a repayment of \$206 is required.

- 29.05 An outline of the applicable Extended Health Care Plan (Standard or Enhanced) shall be detailed in the Employee Information handbook.

SECTION 30
WORKERS' COMPENSATION SUPPLEMENT

30.01 If an academic staff member sustains an injury in the course of duties with the Employer which causes him to be absent from work, and as a result is eligible to receive Workers' Compensation, he shall be paid his 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

30.02 If the academic staff member has not returned to work due to injury when his eligibility period has expired, he 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.

30.03 The eligibility period specified in Sub-section 30.01 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.

30.04 When a day designated as a paid holiday under Section 37, 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.

30.05 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 30.01.

SECTION 31
DENTAL PLAN

- 31.01 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 32
LIFE INSURANCE and A. D. AND D. PLAN

- 32.01 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 15, 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 32.01(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 32.01(b)(i) for the Standard Benefit Plan and Sub-section 32.01(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 32.01(b)(ii) for the Enhanced Benefit Plan and Sub-section 32.01(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 32.01 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.
- 32.02 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 32.01(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.

32.03 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 33
EMPLOYEE BENEFITS

- 33.01 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 34
ATTENDANCE AND RESIGNATION

- 34.01 An academic staff member who is absent from duty without prior authorization shall communicate daily the reason for his absence to his Dean/Director or designee (non-academic staff member) at his place of work prior to the commencement of a scheduled work period.
- 34.02 An academic staff member on authorized leave of absence and/or illness for an indeterminate period, shall notify his Dean/Director or designee (non-academic staff member) of his intention to return to work the preceding work day.
- 34.03 Time limits, pursuant to Sub-sections 34.01 or 34.02, shall be waived when it can be established that the academic staff member, for acceptable reasons, was unable to contact his Dean/Director or designee (non-academic staff member) within the time limits specified.
- 34.04 (a) A permanent academic staff member in the Instructor classification is required to provide the Employer with six (6) weeks prior written notice of resignation if he wishes 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 Instructor classification is required to provide the Employer with two (2) weeks prior written notice of resignation if he wishes to resign in good standing.
- (c) A permanent or probationary academic staff member in other than the Instructor classifications is required to provide the Employer with ten (10) work days prior written notice of resignation if he wishes 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 he wishes to resign in good standing.
- 34.05 An academic staff member who absents himself from his employment and who has not informed the Employer shall after three (3) consecutive work days of such unauthorized absence be considered to have abandoned his position and will be deemed to have resigned, unless it is subsequently shown by the academic staff member that special circumstances prevented him from reporting to his place of work.

SECTION 35
HOURS OF WORK

- 35.01 The normal hours of work for academic staff members in the Instructor category shall not exceed 40 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.
- 35.02 (a) The provisions of this Sub-section (35.02) 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 his deficit is more than ten (10) hours, he 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 37.
- (f) Authorized overtime hours worked outside of flex or core times may not be used to cover off deficits pursuant to Sub-section 35.02 (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 34 and 49 of this collective agreement.

SECTION 36
WORKLOADS – INSTRUCTORS

36.01 The provisions of this section shall apply only to academic staff members in the instructor class series.

36.02 The class contact hours for instructors in an instructional unit during an academic year shall be:

Department					
Business	576	608	752	784	--
Hospitality & Tourism	576	608	752	784	--
Centre for Academic Learner Services	592	608	656	--	--
Construction	608	624	656	688	--
Health & Public Safety	608	624	--	--	--
Information & Communications Technologies	592	656	720	784	--
MacPhail School of Energy	608	656	672	--	--
Manufacturing & Automation	608	624	688	720	784
Transportation	608	656	720	--	--

The class contact hours for an instructional unit within a department 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. The Employer shall supply the Association with the class contact hours as they exist on June 30, 2007 for all instructional units.

36.03 Instructors in an instructional unit shall be advised of their class contact hours upon appointment. If any changes are made to the instructional unit's class contact hours, the instructors will be notified as soon as possible after the start of the academic year, and in any case, not later than December 31st.

36.04 An instructional unit, which is a grouping of instructors within a department, shall be determined by the Dean or his designee (non-academic staff member) after consideration of:

- (a) subject matter,
- (b) instructional methods, and
- (c) the instructional environment, of the instructors involved.

36.05 Workloads of individual instructors in a department shall be assigned by the Dean or his designee (non-academic staff member), after consultation with the instructor.

36.06 Subject to 36.05, class contact hours of an individual instructor shall be determined by the Dean or his designee (non-academic staff member) after giving consideration to:

- (a) past practice in assigning instructor class contact hours,
- (b) the needs of developing programs, or
- (c) the needs of programs which have been operating above or below capacity.

- No change to the class contact hours of an instructor will be made arbitrarily.
- 36.07 The academic year will be defined by the Employer and will consist of twelve (12) consecutive months.
- 36.08 (a) A class contact hour shall be fifty (50) minutes of scheduled instruction to students.
(b) Class contact hours shall not exceed the following unless agreed to by the instructor:
(i) The greater of twenty (20) hours or three percent (3%) of the applicable class contact hours, in any given week averaged over a sixteen (16) week period,
(ii) Six (6) hours in any given day, or
(iii) Four (4) consecutive hours in any given day.
- 36.09 Instruction on a Saturday or Sunday or after 6:00 p.m. will be by mutual agreement between the Dean or his designee (non-academic staff member) and the instructor.
- 36.10 Development and Preparation:
If an instructor has a workload containing different course preparation or has a special assignment which may include new course development, the Dean or his designee (non-academic staff member) with the mutual agreement of the instructor shall decide on the variation, if any, of class contact hours.
- 36.11 Assignable Work:
(a) Assignable work shall include all instruction scheduled to take place up to 6:00 p.m. Assignable work shall also include evaluation, supervision, consultation, preparation, program, and course updating and maintenance and other related activities.
(b) Instruction which takes place after 6:00 p.m. shall be purchased on a fee-for-service basis. Such instruction shall be by mutual agreement between the instructor and Employer. Payment for such time worked shall be determined by agreement between the Dean or his designee (non-academic staff member) and the instructor.
(c) Instruction after 6:00 p.m. shall not count as part of class contact hours without mutual agreement between the instructor and Employer.
(d) Qualified permanent academic staff members shall have first right to participate in instruction given after 6:00 p.m.
- 36.12 (a) Instructors shall receive overload payment pursuant to Section 50 when the total class contact hours for the current academic year exceed the class contact hours established for the instructional unit in which the instructor works during the current academic year. The delegation of overload class contact hours will be by mutual agreement between the Employer and the instructor.
(b) Instructors shall receive overload payment pursuant to Section 50 when the total class contact hours for the current academic year exceed the assigned class contact hours established pursuant to 36.10 unless the special assignment has been reduced or removed.
- 36.13 Instructors who have been assigned class contact hours at a level lower than the 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
PAID HOLIDAYS

- 37.01 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 (1 Day)
- (b) The Christmas float holiday for academic staff members under this agreement will be observed in accordance with Section 43.
- 37.02 When a day designated as a holiday under Sub-section 37.01 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.
- 37.03 When a day designated as a holiday under Sub-section 37.01 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.
- 37.04 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 49, and
 - (b) one (1) day off in lieu with pay at his regular rate.
- 37.05 When a day off in lieu is granted under Sub-section 37.04(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.
- 37.06 Requests for leave without pay on religious holidays will be considered, provided adequate notice of the request is given.
- 37.07 An academic staff member will not be entitled to paid leave when absent from his 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 38
ANNUAL VACATION LEAVE - LIBRARIANS

- 38.01 An academic staff member shall not take vacation leave without prior authorization from the Employer.
- 38.02 Vacation entitlements with pay shall be as follows:
- (a) an academic staff member who has completed less than twelve (12) full months service as of December 31st, shall receive two (2) work days vacation for each calendar month worked from the commencement of service, provided that when employment has commenced on or before the fifteenth (15th) day of any month vacation entitlements shall be earned from the first day of that month, and 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.
 - (b) an academic staff member who has completed twelve (12) full calendar months service as of December 31st, shall receive twenty-five (25) work days vacation.
 - (c) an academic staff member who has completed five (5) years service as of December 31st shall in the subsequent year(s) receive thirty (30) work days vacation.
 - (d) an academic staff member who has completed ten (10) years service as of December 31st shall in the subsequent year(s) receive forty (40) work days vacation.
- 38.03 All calculations which result in work day fractions shall be rounded out to the nearest full day, except when vacation pay is paid out upon termination pursuant to Sub-section 38.10, in which case only full days shall be counted.
- 38.04 If a paid holiday falls during an academic staff member's annual vacation period, he shall be granted an equivalent day of vacation credit.
- 38.05 An academic staff member shall earn vacation leave pursuant to Sub-section 38.02 when authorized for the following absences:
- (a) financially assisted education leave,
 - (b) sick leave for the first forty-four (44) consecutive work days,
 - (c) any other authorized leave of absence with or without pay for the first twenty-two (22) work days.
- 38.06 Vacation leave may be taken:
- (a) in one continuous period,
 - (b) in separate periods of not less than five (5) consecutive work days, except in the first year when the vacation credit is less than five (5) consecutive days.
 - (c) in lieu of one (1) five (5) consecutive work day period, five (5) single work days off or in some other combination provided the total does not exceed five (5) work days.
- 38.07
- (a) Except as is otherwise provided herein, vacation leave in respect of each year of service shall be taken:
 - (i) within twelve (12) months after the end of that year, and
 - (ii) at such time or times as may be approved by the Employer.
 - (b) If the exigencies of his duties prevent an academic staff member from taking his vacation leave or part thereof within the twelve (12) month period specified by Sub-section 38.07 (a), he shall be allowed to take that leave within the six (6) months following that period.
 - (c) Notwithstanding the other provisions of this Section, in case of bereavement or other personal exigency, an academic staff member who so requests may be authorized to take vacation leave

which has been earned at a specified time within the year in which it was earned, and the vacation leave to be taken by him in the following year shall be correspondingly reduced.

- 38.08 Where 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.
- 38.09 Once vacations are authorized they shall not be changed, other than in cases of emergency, except by mutual agreement.
- 38.10 An academic staff member shall not be paid cash in lieu of vacation earned but not taken, except upon termination, when he shall be paid in cash for the total number of full days vacation standing to his credit at his termination date.
- 38.11 The Employer shall, subject to operational requirements, make every reasonable effort to grant an academic staff member, upon request, at least two (2) weeks of annual vacation entitlement during the summer months.

SECTION 39

ANNUAL VACATION LEAVE - INSTRUCTORS AND EDUCATIONAL COUNSELLORS

- 39.01 (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 who has completed one (1) full calendar year of service as of June 30th shall receive forty-three (43) work days of vacation.
- (c) An academic staff member who has completed less than one (1) full calendar year of service as of June 30th shall earn three and one-half (3 ½) work days of vacation for each full calendar month worked from the commencement of employment. 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.
- 39.02 An academic staff member will be paid for any vacation earned but not taken at the time of termination.
- 39.03 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.
- 39.04 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.
- 39.05 An academic staff member shall earn vacation leave pursuant to Sub-section 39.01 when on authorized financially assisted Educational Leave.
- 39.06 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.
- 39.07 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 taken in June, July or August and shall consist of a minimum of twenty (20) consecutive work days.
- 39.08 Notwithstanding the other provisions of this Section, and subject to operational requirements, an academic staff member who so requests may be authorized to take vacation leave which has been earned to date and which an academic staff member would normally be authorized to take in the following calendar year. The vacation leave to be taken by the academic staff member in the following calendar year shall be correspondingly reduced.
- 39.09 Once vacations are authorized, they shall not be changed except by mutual written consent.
- 39.10 No vacation leave entitlement shall be earned while on foreign secondment.
- 39.11 When an academic staff member is transferred to a position entitled to vacation under this section, any vacation leave entitlement earned under Section 38 of this collective agreement shall remain in effect until received under (a) or (b) below. Leave under this section shall be earned on and from the date of transfer.
- (a) Vacation leave earned prior to being transferred to a position entitled to vacation under this section shall be taken, subject only to Sub-section 39.11(b)

- (b) Notwithstanding Sub-section 38.10 of this collective agreement, in cases in which the combined vacation entitlements earned under this section and those earned in a previous classification not subject to this section amount to more than the vacation leave entitlement which would normally accrue to the academic staff member had he been subject to this section for all relevant times:
 - (i) the academic staff member shall be entitled to vacation leave as though he had been subject to this section at all relevant times, and
 - (ii) any entitlement in excess of (i) above, shall be reimbursed to the academic staff member at 1/261 of his annual salary for each day or fractional day of excess entitlement.

39.12 When an academic staff member is transferred to a position not entitled to vacation under this section, any entitlement earned under this section shall remain in effect until taken and leave under Section 38 of this collective agreement shall be earned on and from the date of transfer.

SECTION 40
SPECIAL LEAVE

- 40.01 An academic staff member, not on leave of absence without pay, shall be granted upon application, special leave at his basic rate of pay. The circumstances under which special leave is granted, subject to Sub-section 40.02, and the corresponding maximum number of work days are as follows:
- (a) illness within the immediate family - two (2) days,
 - (b) bereavement - three (3) days,
 - (c) travel time for illness within the immediate family or bereavement - two (2) days,
 - (d) administration of estate - two (2) days,
 - (e) moving household effects - one (1) day,
 - (f) disaster conditions - two (2) days,
 - (g) write examination(s) for course(s) approved by the Employer - as required,
 - (h) attend funerals as pall-bearer or mourner - one (1) day,
 - (i) be present at birth or adoption proceedings of an academic staff member's child - one (1) day,
 - (j) attend formal hearing to become Canadian Citizen - one (1) day.
- 40.02 For purposes of determining eligibility for special leave under Sub-section 40.01, 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: mother or father, legal guardian, spouse (including common-law spouse), son, daughter;
 - (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), or any of the following relations of an academic staff member or spouse (including common-law spouse), parents, guardian, parent-in-law, grandparent, grandchild, son, daughter, brother, sister, or the husband or wife 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;
 - (d) administration of estate shall apply only when an academic staff member has been designated as an executor of the estate for the deceased;
 - (e) moving of household effects shall apply to an academic staff member who maintains a self-contained household and who changes his place of residence which necessitates moving household effects during normal working hours;
 - (f) 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 he is normally off duty.
 - (g) mourner - leave of absence will be granted where operational requirements permit, subject to the approval of the Employer.
- 40.03 The maximum length specified for each circumstance requiring use of special leave shall not be exceeded, however, leave may be granted more than once for separate occurrences within a calendar year, provided the total special leave granted does not exceed ten (10) working days per calendar year, unless additional special leave is approved by the Employer.
- 40.04 Two (2) weeks' notice may be required for leave requested under Sub-section 40.01, (e), (g), and (j).

SECTION 41
COURT LEAVE

41.01 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, he shall be allowed leave with pay, but any court fee received by him shall be paid to the Employer.

41.02 When an academic staff member is summoned as a juror or subpoenaed as a witness in his 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 42
LEAVE WITHOUT PAY

- 42.01 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 43
CHRISTMAS LEAVE

- 43.01 Academic staff members shall be granted the work days between Boxing Day and New Years Day as Christmas Leave, or, if required to work on those days, shall be paid, in addition to his regular pay, pay at straight time rates for all hours so worked.
- 43.02 The Christmas float holiday, pursuant to Section 37 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.
- 43.03 Annual vacation leave entitlement shall not be reduced by the taking of Christmas Leave.

SECTION 44

MATERNITY/PARENTAL/ADOPTION LEAVE

- 44.01 Maternity leave shall consist of two components:
- (a) A health related component, which shall provide benefits substantially 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.
- 44.02 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 45
TIME OFF FOR ASSOCIATION BUSINESS

- 45.01 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.
- 45.02 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 his term of office.
 - (c) for Association representatives to attend other Association business.
- 45.03 To facilitate the administration of time off without pay the academic staff member will continue to receive his 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.
- 45.04 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 46
INSTRUCTOR SALARY SCHEDULE**

Salary schedule will be done in a three phase process all of which will occur on July 1, 2007:

- **Phase I**
2006/2007 Salary schedule to be increased by four point two five percent (4.25%)
- **Phase II**
Commencing at Step 13 as calculated in Phase I, recalculate each of the preceding steps to reflect a 4% difference
- **Phase III**
All academic staff members will be placed into this new salary schedule at a step at least equal too, but not less than, their rate of pay as per Phase I

PHASE I

SECTION 46 INSTRUCTOR SALARY SCHEDULE with a 4.25% INCREASE JULY 1, 2007 Salary Table 01												
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13
55,745	57,433	59,160	60,924	62,750	64,639	66,578	68,580	70,631	72,758	74,935	77,187	79,501

PHASE II

SECTION 46 INSTRUCTOR SALARY SCHEDULE IMPLEMENTATION with 4% BETWEEN STEPS JULY 1, 2007 Salary Table 01												
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13
49,656	51,648	53,712	55,860	58,092	60,420	62,832	65,352	67,968	70,680	73,512	76,452	79,512
4,138	4,304	4,476	4,655	4,841	5,035	5,236	5,446	5,664	5,890	6,126	6,371	6,626
23.87	24.83	25.82	26.86	27.93	29.05	30.21	31.42	32.68	33.98	35.34	36.76	38.23

**SECTION 46
INSTRUCTOR SALARY SCHEDULE
JULY 1, 2008
Salary Table 01**

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13
51,768	53,844	55,992	58,236	60,564	62,988	65,508	68,124	70,860	73,680	76,632	79,704	82,896
4,314	4,487	4,666	4,853	5,047	5,249	5,459	5,677	5,905	6,140	6,386	6,642	6,908
24.89	25.89	26.92	28.00	29.12	30.28	31.49	32.75	34.07	35.42	36.84	38.32	39.85

**SECTION 46
INSTRUCTOR SALARY SCHEDULE
JULY 1, 2009
Salary Table 01**

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13
53,964	56,136	58,368	60,708	63,144	65,664	68,292	71,016	73,872	76,812	79,884	83,088	86,424
4,497	4,678	4,864	5,059	5,262	5,472	5,691	5,918	6,156	6,401	6,657	6,924	7,202
25.94	26.99	28.06	29.19	30.36	31.57	32.83	34.14	35.52	36.93	38.41	39.95	41.55

46.01 2006 – 2007 Education Allowance (Instructors):

Instructors 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:

- (a) Each instructor who has earned doctoral degree is entitled to an annual allowance of four thousand five hundred dollars (\$4,500.00). Honorary degrees do not apply.
- (b) Each instructor who has earned master's degree is entitled to an annual allowance of three thousand dollars (\$3,000.00).
- (c) Each instructor who has earned baccalaureate degree is entitled to an annual allowance of one thousand five hundred dollars (\$1,500.00).

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

46.02 Long Service Allowance (Instructors):

Effective July 1, 2008 an instructor shall be eligible for an annual Long Service Allowance (LSA) of \$3,000.00 per year provided the instructor has:

- (a) Completed seven years of current, continuous service, and
- (b) Has been paid at the maximum salary (step 13) during the immediately preceding two (2) years, and
- (c) Has received in the two prior years and continues to receive a satisfactory performance review.

The allowance shall be paid monthly. (\$3,000.00 divided by 12 = \$250.00 per month)

**SECTION 47 – SALARY GRADES
LIBRARIANS**

SECTION 47A LIBRARIANS SALARY SCHEDULE JULY I, 2007 SALARY TABLE 10										
CLASS NO.	GRADE	CLASS TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
			47,292	49,368	51,312	53,640	56,208	58,884	61,680	
A006	55	Librarian I	3,941	4,114	4,276	4,470	4,684	4,907	5,140	
			25.09	26.19	27.22	28.46	29.82	31.24	32.72	
			51,312	53,640	56,208	58,884	61,680	64,644	67,608	70,716
A007	59	Librarian II	4,276	4,470	4,684	4,907	5,140	5,387	5,634	5,893
			27.22	28.46	29.82	31.24	32.72	34.29	35.87	37.52
			56,208	58,884	61,680	64,644	67,608	70,776	74,088	
A008	63	Librarian III	4,684	4,907	5,140	5,387	5,634	5,898	6,174	
			29.82	31.24	32.72	34.29	35.87	37.55	39.30	

SECTION 47 – SALARY GRADES

LIBRARIANS

SECTION 47A LIBRARIANS SALARY SCHEDULE JULY I, 2008 SALARY TABLE 10										
CLASS NO.	GRADE	CLASS TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
			49,296	51,468	53,496	55,920	58,596	61,392	64,296	
A006	55	Librarian I	4,108	4,289	4,458	4,660	4,883	5,116	5,358	
			26.15	27.30	28.38	29.67	31.09	32.57	34.11	
			53,496	55,920	58,596	61,392	64,296	67,392	70,476	73,716
A007	59	Librarian II	4,458	4,660	4,883	5,116	5,358	5,616	5,873	6,143
			28.38	29.67	31.09	32.57	34.11	35.75	37.39	39.11
			58,596	61,392	64,296	67,392	70,476	73,788	77,232	
A008	63	Librarian III	4,883	5,116	5,358	5,616	5,873	6,149	6,436	
			31.09	32.57	34.11	35.75	37.39	39.15	40.97	

SECTION 47 – SALARY GRADES

LIBRARIANS

SECTION 47A LIBRARIANS SALARY SCHEDULE JULY I, 2009 SALARY TABLE 10										
CLASS NO.	GRADE	CLASS TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
			51,396	53,652	55,764	58,296	61,092	63,996	67,032	
A006	55	Librarian I	4,283	4,471	4,647	4,858	5,091	5,333	5,586	
			27.27	28.46	29.58	30.93	32.41	33.95	35.56	
			55,764	58,296	61,092	63,996	67,032	70,260	73,476	76,848
A007	59	Librarian II	4,647	4,858	5,091	5,333	5,586	5,855	6,123	6,404
			29.58	30.93	32.41	33.95	35.56	37.27	38.98	40.77
			61,092	63,996	67,032	70,260	73,476	76,920	80,520	
A008	63	Librarian III	5,091	5,333	5,586	5,855	6,123	6,410	6,710	
			32.41	33.95	35.56	37.27	38.98	40.81	42.72	

**SECTION 47 – SALARY GRADES
EDUCATIONAL COUNSELLORS**

SECTION 47B EDUCATIONAL COUNSELLORS SALARY SCHEDULE JULY I, 2007 SALARY TABLE 05									
CLASS NO.	GRADE	CLASS TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
A004	71	Educational Counsellor I	60,408	63,204	66,156	69,228	72,588	76,008	79,836
			5,034	5,267	5,513	5,769	6,049	6,334	6,653
			32.05	33.53	35.10	36.73	38.51	40.32	42.35
A005	74	Educational Counsellor II	64,728	67,728	70,980	74,280	78,012	81,852	86,052
			5,394	5,644	5,915	6,190	6,501	6,821	7,171
			34.34	35.93	37.66	39.41	41.39	43.42	45.65

**SECTION 47 – SALARY GRADES
EDUCATIONAL COUNSELLORS**

SECTION 47B EDUCATIONAL COUNSELLORS SALARY SCHEDULE JULY I, 2008 SALARY TABLE 05									
CLASS NO.	GRADE	CLASS TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
A004	71	Educational Counsellor I	62,976	65,892	68,964	72,168	75,672	79,236	83,232
			5,248	5,491	5,747	6,014	6,306	6,603	6,936
			33.41	34.96	36.59	38.29	40.14	42.04	44.16
A005	74	Educational Counsellor II	67,476	70,608	73,992	77,436	81,324	85,332	89,712
			5,623	5,884	6,166	6,453	6,777	7,111	7,476
			35.80	37.46	39.25	41.08	43.14	45.27	47.59

**SECTION 47 – SALARY GRADES
EDUCATIONAL COUNSELLORS**

SECTION 47B EDUCATIONAL COUNSELLORS SALARY SCHEDULE JULY I, 2009 SALARY TABLE 05									
CLASS NO.	GRADE	CLASS TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
A004	71	Educational Counsellor I	65,652	68,688	71,892	75,240	78,888	82,608	86,772
			5,471	5,724	5,991	6,270	6,574	6,884	7,231
			34.83	36.44	38.14	39.92	41.85	43.82	46.03
A005	74	Educational Counsellor II	70,344	73,608	77,136	80,724	84,780	88,956	93,528
			5,862	6,134	6,428	6,727	7,065	7,413	7,794
			37.32	39.05	40.92	42.83	44.98	47.19	49.62

SECTION 48
ACTING INCUMBENT

- 48.01 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 he may also be required to perform some of the duties of his 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.
- 48.02 Where an academic staff member qualifies in an acting incumbency position, he shall receive a minimum five (5%) percent of current salary in addition to regular salary or, subject to approval of the President he may receive the minimum salary for the class in the higher level position.
- 48.03 It is understood that only one acting incumbent may be designated as a result of any one academic staff member's absence.

SECTION 49

OVERTIME

- 49.01 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 35 of this collective agreement. Such overtime hours shall be paid in the month following the one in which they were reported.
- 49.02 There shall be no pyramiding of rates of pay in the calculation of:
- (a) overtime
 - (b) overload pay

SECTION 50
OVERLOAD PAY

- 50.01 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.
- 50.02 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.

SECTION 51
FOUR FOR FIVE LEAVE

- 51.01 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 52
TRAVEL AND SUBSISTENCE

- 52.01 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.
- 52.02 The Employer agrees to consult with the Association prior to the alteration of travel and subsistence rates.

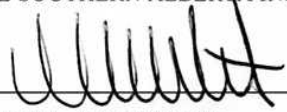
SECTION 53
COPYRIGHT AND PATENTS

- 53.01 With respect to Copyright, the Federal Copyright Act shall apply.
- 53.02 With respect to Patents the Federal Patents Act shall apply.
- 53.03 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 Patents Act or the Copyrights Act.


SECTION 54
PENSION PLAN

- 54.01 All academic staff members in full-time permanent salaried positions shall participate in the Local Authorities Pension Plan.
- 54.02 All other eligible academic staff members shall have the option to participate in the Local Authorities Pension Plan or the SAIT Defined Contribution Registered Pension Plan.

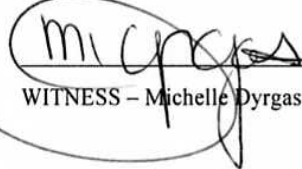
SIGNED ON BEHALF OF THE BOARD OF GOVERNORS
OF THE SOUTHERN ALBERTA INSTITUTE OF TECHNOLOGY



CHAIRMAN – Doug Mitchell



PRESIDENT – Irene Lewis

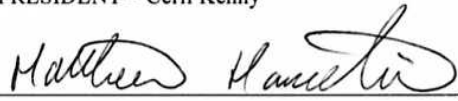


WITNESS – Michelle Dyrgas

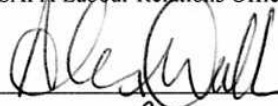
SIGNED ON BEHALF OF
THE SAIT ACADEMIC FACULTY ASSOCIATION



PRESIDENT – Ceril Kenny



SAFA Labour Relations Officer – Matthew Hamilton



WITNESS – Anthony E. Wallace

Dated this 22 day of June, 2007

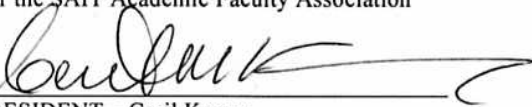
**LETTER OF UNDERSTANDING
BETWEEN
THE SOUTHERN ALBERTA INSTITUTE OF TECHNOLOGY
AND
THE SAIT ACADEMIC FACULTY ASSOCIATION**

The parties agree that until and including June 30, 2010, a Joint Advisory Committee shall meet as required but 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 comprise a maximum of eight (8) members with equal representation from the Association and the Employer.

Signed this 22 day of June, 2007.

For the SAIT Academic Faculty Association



PRESIDENT – Ceril Kenny

For the Southern Alberta Institute of Technology



CHAIRMAN – Doug Mitchell

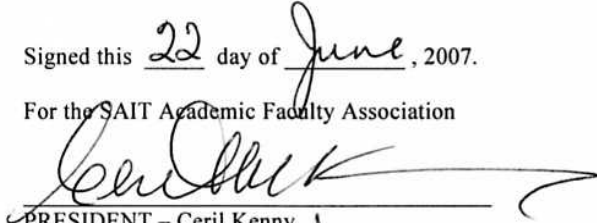
**LETTER OF UNDERSTANDING
BETWEEN
THE SOUTHERN ALBERTA INSTITUTE OF TECHNOLOGY
AND
THE SAIT ACADEMIC FACULTY ASSOCIATION**

The parties agree that:

1. Continuing Education or Corporate Training courses, or other such courses, can be used to bring the academic staff member occupying a permanent position up to their class contact hours.
2. Academic staff members occupying full-time permanent positions may teach Continuing Education or Corporate training courses, or other such courses, on a fee-for-service basis, but must take vacation or approved leave without pay if the courses(s) is/are offered during any hours between 8:00 a.m. and 6:00 p.m. on a regularly scheduled day of work.

Signed this 22 day of June, 2007.

For the SAIT Academic Faculty Association



PRESIDENT - Ceril Kenny

For the Southern Alberta Institute of Technology



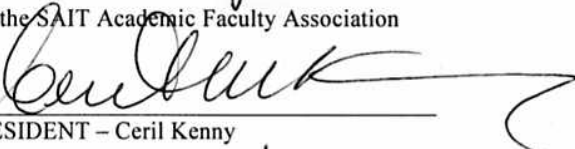
CHAIRMAN - Doug Mitchell

**LETTER OF UNDERSTANDING
BETWEEN
THE SOUTHERN ALBERTA INSTITUTE OF TECHNOLOGY
AND
THE SAIT ACADEMIC FACULTY ASSOCIATION**

1. By July 31 of each year the Employer shall provide the Association for the previous academic year:
 - a) The total number of instruction hours taught for regular programming, including apprenticeship, diploma, certificate, degree, and other programs taught on a continuous basis.
 - b) Based on the total instruction hours calculated in (a) 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.
2. If the number of permanent positions currently occupied is lower than the 83% figure calculated in subsection 1(c) then the Employer shall present the Association with a plan to be used in the ensuing (i.e. now current) academic year to ensure that the permanent workforce will be increased to the figure set out in clause 1(c) above.
3. For the purpose of these calculations, permanent positions will be counted in the FTE total no matter whether the incumbents of those positions are deployed for the type of programming referred to in paragraph 1(a) or not.
4. 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.

Signed this 22 day of June, 2007.

For the SAIT Academic Faculty Association



PRESIDENT - Ceril Kenny

For the Southern Alberta Institute of Technology



CHAIRMAN - B. Mitchem

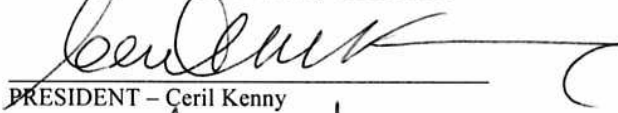
**LETTER OF UNDERSTANDING
BETWEEN
THE SOUTHERN ALBERTA INSTITUTE OF TECHNOLOGY
AND
THE SAIT ACADEMIC FACULTY ASSOCIATION**

As a result of the increased initiatives in writing of material, modules and curriculum, the parties recognize a continuing need for education concerning copyright and the Federal Patents Act.

Accordingly, it is agreed that further professional development will occur in the form of training and education sessions, which will address the Employer's Policies and Guidelines, and clarify liability concerns.

Signed this 22 day of June, 2007.

For the SAIT Academic Faculty Association



PRESIDENT – Ceril Kenny

For the Southern Alberta Institute of Technology



CHAIRMAN – D. M. M. M.

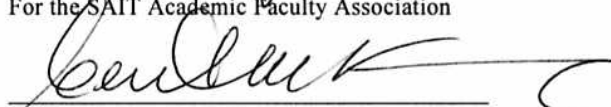
LETTER OF UNDERSTANDING
BETWEEN
THE SOUTHERN ALBERTA INSTITUTE OF TECHNOLOGY
AND
THE SAIT ACADEMIC FACULTY ASSOCIATION

The parties agree that:

1. Academic staff members employed in permanent salaried positions that choose to retire, may be offered term specific "Re-employed Retiree" positions as per SAIT Board Policy H.5.1.4.
2. The re-employment position will receive terms and conditions of employment as specified in their offer of employment. The offer of employment will be signed by the employee and the Association and the position will be designated as Code 9 – Re-employed Retiree Salaried Position.
3. For the purposes of the 83:17 Letter of Understanding, all permanent salaried positions that are converted to Code 9 positions will continue to be counted as a part of the 83% portion of the Letter of Understanding.
4. The re-employed retiree will occupy the position until the contract ends.
5. The Code 9 position will be for a duration not to exceed five years unless by mutual agreement of the parties. Upon the completion of the contract, the position will be posted to be filled as a Code 1 – Permanent Full-Time Salaried Position, unless the position is eliminated.

Signed this 22 day of June, 2007.

For the SAIT Academic Faculty Association



PRESIDENT – Ceril Kenny

For the Southern Alberta Institute of Technology



CHAIRMAN – D. Mitchell

Letter of Understanding

BETWEEN

THE Southern Alberta Institute of Technology

AND

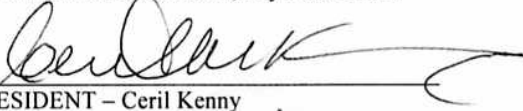
THE SAIT Academic Faculty Association

The parties agree that:

1. The benefit plan in place as of June 30, 2007 will be known as the "Standard Benefit Plan". This plan also includes an Employer paid LTD plan which, when accessed by the academic staff member, is a taxable benefit as per Revenue Canada.
2. Effective July 1, 2007 the Employer will also implement an "Enhanced Benefit Plan". This plan includes an Employee paid LTD plan which, when accessed by the academic staff member, is a non-taxable benefit as per Revenue Canada.
3. The Enhanced Benefit Plan will be optional for all academic staff members employed as of June 30, 2007 who are enrolled in the Standard Benefit Plan. If an academic staff member enrolls in the Enhanced Benefit Plan, there will be no reversion right back to the Standard Benefit Plan.
4. All eligible academic staff members hired on or after July 1, 2007 will be enrolled into the Enhanced Benefit plan with no option to move to the Standard Benefit Plan.

Signed this 22 day of June, 2007.

For the SAIT Academic Faculty Association



PRESIDENT – Ceril Kenny

For the Southern Alberta Institute of Technology



CHAIRMAN – D. Mitchell