

MEMORANDUM OF SETTLEMENT

BETWEEN

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

AND

The Alberta Union of Provincial Employees – Local 039 (the Union)

Whereas SAIT and the Union are desirous of negotiating renewal of the Collective Agreement that had a term of July 1, 2010 to June 30, 2013.

And whereas SAIT and the Union have reached agreement on the terms of this Memorandum.


1. The Parties agree to the terms of this Memorandum, to previously agreed terms and the attached negotiated agreement, as constituting full settlement of all issues between the parties with respect to the renewal of the collective agreement. This settlement is subject to ratification by the principals of the respective parties.
2. The undersigned representatives of the parties do hereby unanimously agree to recommend complete acceptance of all the terms of this Memorandum to their respective principals and, in the case of the signatories for the Union, to the Local 039 members no later than June 4, 2014.
3. Unless otherwise specified, sections of the current collective agreement and letters of understanding not specifically amended or deleted will be incorporated in the new collective agreement effective July 1, 2013. It is understood that some editing and renumbering may be necessary.
4. The parties herein agree that the term of the Collective Agreement shall be from July 1, 2013, to June 30, 2017.

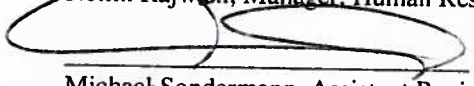
Signed this 22 day of May, 2014

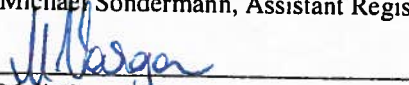
ON BEHALF OF THE
THE BOARD OF GOVERNORS OF
THE SOUTHERN ALBERTA
OF TECHNOLOGY


Donna Neumann, Chief Negotiator


Brandie Yarish, Director, Employee Services

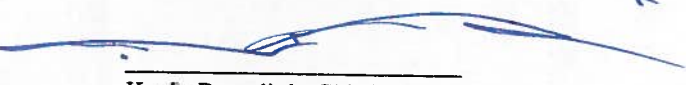

Neilin Rajwan, Manager, Human Resources

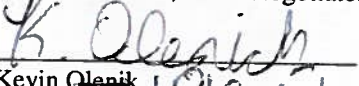

Michael Sondermann, Assistant Registrar

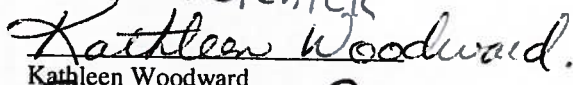

Melinda Varga, Sr. Financial Analyst


Lisa Shane, HR Advisor

ON BEHALF OF LOCAL 039 OF THE
ALBERTA UNION OF PROVINCIAL
EMPLOYEES


Kevin Davediuk, Chief Negotiator


Kevin Olenik


Kathleen Woodward


Tanya Mullings

Article 49 Term of Agreement- 4 years- July 1, 2013-June 30, 2017

Non-Monetary

AMD

1.01 (g) (iii) "Temporary Position" means a non-recurring position established as such in which the incumbent is required for full time or part time employment for a definite period not to exceed ~~three (3)~~ **two (2) years;**

ARTICLE 26-Grievance Procedure

AMD 26.01

(a) "Days" means working days,

(b) A grievance is a complaint regarding:

(i) alleged unjust treatment, **sexual harassment**, or discrimination;

(ii) alleged unfair working conditions;

(iii) the dismissal of a Probationary Employee or an Employee in a Casual or Temporary Position, **or a letter of reprimand;**

(iv) an overall performance rating of unsatisfactory;

(v) any disciplinary action involving financial penalty, other than one described in (b)(iii) above or the application, interpretation or any alleged violation of this Agreement or on any other matter involving financial penalty other than one described in (b)(iii) above.

Grievances on ~~paragraphs (i), (ii) or (iii) above~~ may be processed to Level 2 only ~~and grievances on paragraph (i), (ii) (iv) and (v) may be referred to Level 3 the Adjudication Board.~~

The parties agree that neither party should be required to defend itself in multiple forums. In the event that an employee or either party to this agreement files a complaint to the Alberta Human Rights Commission on the same or substantially the same facts and circumstances as those advanced under any grievance filed under this Article, the grievance will be deemed abandoned.

26.02 (a) When a grievance arises it shall be dealt with in the manner outlined in the following clauses except that a grievance may not be presented on a matter where an appeal procedure is already provided:

(i) classification.

AMD

29.02 The Employee shall provide a medical certificate **using prescribed SAIT documentation** for any absence under Article 28 (General Illness)

Article 50.01 and 50.01 (a)– **housekeeping change, add comma:** permanent, sessional, or temporary staff

NEW

51.01 Permanent bargaining unit positions deemed, by the employer to be a vacancy to be filled, will be posted for a minimum of five (5) work days. The Union will be notified of the posting.

51.02 Where the employer deems the relevant skills, qualifications and experience of an internal and an external candidate to be relatively equal, the internal applicant will be given preference.

Monetary:

Year 1 - \$1400 Lump Sum less statutory deductions; not pensionable; no dues

pro-rate for part time employees; pro-rate for casual employees based on hours worked for the period between July 1, 2013-June 30, 2014; salaried employees on a LOA, WCB, Maternity/Parental, LTD based on hours worked during the period July 1, 2013- June 30, 2014.

To be eligible for consideration, employees must be employed as of date of ratification. No retroactivity

Year 2 - July 1, 2014 - 2% across the board increase

Year 3 - July 1, 2015- 2.25% across the board increase

Health Spending Account or Wellness Account:

Effective July 1, 2015:

- **increase current HCSA from \$550 to \$650**
- **Eligible employees will have a choice of a Health Care Spending Account or a Wellness Account**
- **Wellness Account details will be determined by the Employer and in accordance with the Canadian Income Tax Act**
- **Once the Wellness Account has been set up the Employer will communicate to AUPE and eligible employees prior to implementation**
- **Wellness Account cannot be used to contribute to RRSP**

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Year 4- July 1, 2016 - 2.5 % across the board increase

Utility Plant Operators I and II- add a top step in year 2, 3 and 4 of agreement - at 4% each year. Subject to the criteria of long service allowance as per Article 48, those employees already receiving a long service allowance will continue to receive it and those who become eligible in 2014, 2015 and 2016 will receive as if the new steps had not been added (see new Letter of Understanding).

ARTICLE 13- Position Abolishment

New 13.XX

The Employer will provide the Union five (5) work days' notice of the abolishment of a permanent employee's position.

Upon request by the Union, the Employer will meet to discuss available comparable positions as outlined in Article 13.03 and 13.04. Such a request will be made in writing to Employee Services.

AMD 13.02 If the Employee is given notice,.....shall receive severance pay at the Employee's regular rate of two (2) weeks per year of service after five (5) years of service to a maximum of ~~twenty-four (24) weeks,~~ **forty-eight (48) weeks** , plus an additional four (4) weeks pay for twenty (20) or more years of service.

ARTICLE 17-Shift Differential

AMD 17.01 Where, because of operational....., shall be paid a differential of one dollar (\$1.00) per hour....within the period of 4:00 p.m. and 8:00 a.m.

Year 2- Effective July 1, 2014 increase shift differential to \$1.25

Year 3- Effective July 1, 2015 increase shift differential to \$1.50

Year4 - Effective July 1, 2016 increase shift differential to \$1.75

Article 34- Annual Vacation Leave

Effective January 1, 2015

AMD 34.02 Vacation entitlements with pay, shall be as follows:

(a) an Employee who has completed less than twelve (12) full months' service as of December 31st, shall receive one and one-quarter (1¼) 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 (1st) 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 Employee who has completed twelve (12) full calendar months' service as of December 31st, shall receive fifteen (15) work days' vacation,

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- (c) an Employee who has completed **five (5)** ~~seven (7)~~ years' service as of December 31st shall in the subsequent year(s) receive twenty (20) work days' vacation,
- (d) an Employee who has completed **thirteen (13)** ~~seventeen (17)~~ years' service as of December 31st shall in the subsequent year(s) receive twenty-five (25) work days' vacation,
- (e) an Employee who has completed **twenty-one (21)** ~~twenty-five (25)~~ years' service as of December 31st shall in the subsequent year(s) receive thirty (30) work days' vacation.
- (f) an Employee who has completed thirty (30) years' service as of December 31st shall in the subsequent year(s) receive thirty-five (35) work days' vacation.

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BY