

LETTER OF UNDERSTANDING
BETWEEN
THE SOUTHERN ALBERTA INSTITUTE OF TECHNOLOGY
AND
LOCAL 039 OF THE ALBERTA UNION OF PROVINCIAL EMPLOYEES

RE: Break in Service

Whereas SAIT and AUPE (hereinafter referred to as “the Parties”) have agreed on how to apply non-working breaks in service in excess of ninety (90) calendar days to the calculation of severance entitlement under Article 13, Position Abolishment, of the Collective Agreement in effective between the Parties;

Now therefore the Parties agree:

1. An employee who has not worked at SAIT for a period(s) in excess of ninety (90) consecutive calendar days will be deemed to have a break in service (herein after referred to as “break in service”) and will not be entitled to the severance entitlements under Articles 13.01 and 13.02 or for entitlements under 13.03 for any service accrued prior to the latest break in service.
2. The provisions of paragraph 1. will not apply to Employees employed under the terms of the Collective Agreement between the Parties if the Employee is absent from work for the following:
 - Article 28 – General Illness
 - Article 30 – Long Term Disability (LTD)
 - Article 36 – Maternity Leave/Adoption Leave/Parental Leave
 - Article 37 – Court Leave
 - Article 41 – Leave Without Pay
3. The effective date of a resignation, termination or position abolishment will be deemed a break in service in the event the employee is rehired.

Signed this _____ day of _____, 2008.

On behalf of the Board of Governors of the Southern Alberta Institute of Technology

Mike Begin, Chairman

On behalf of Local 039 of the Alberta Union of Provincial Employees

Doug Knight, President