

COLLECTIVE AGREEMENT
BETWEEN THE
GRADUATE STUDENTS' ASSOCIATION
(The "GSA")
AND
UNIVERSITY OF ALBERTA BOARD OF GOVERNORS
(The "Board")
GOVERNING THE ACADEMIC EMPLOYMENT OF
GRADUATE STUDENTS

September 1, 2013 to August 31, 2014

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PREAMBLE

The Board of Governors (the “Board”) and the Graduate Students’ Association (the “GSA”) are the parties to this Agreement. The Board and GSA recognize their common interest:

- To attract, develop, support and retain high quality graduate students;
- To recognize the dignity and worth of graduate students by establishing fair, clear and consistent terms of employment for Academically Employed Graduate Students (AEGSs), and by providing appropriate and secure remuneration consistent with their employment responsibilities;
- To encourage understanding and consistent application of the rights, entitlements and obligations contained in this Agreement;
- To foster collaborative relations between AEGSs and their Assistantship Supervisors, and between representatives of the Board and GSA;
- To allow for variation in the terms of this Agreement and flexibility in its application where appropriate;
- To provide for effective and timely resolution of any differences between the parties arising from the interpretation, application or operation of the Agreement.
- To create and maintain a work environment that is free of discrimination and harassment.

ARTICLE 1: PURPOSE AND SCOPE OF THIS AGREEMENT

- 1.01 This Agreement describes the terms and conditions that apply to the employment of Academically Employed Graduate Students by the University of Alberta.
- 1.02 This Agreement is binding on the Board and its representatives, the GSA and its representatives, and Academically Employed Graduate Students.
- 1.03 The terms and conditions of this Agreement apply solely to the appointments of graduate students as a Teaching Assistant or a Research Assistant, and to no other form of graduate funding.
- 1.04 This Agreement does not restrict AEGSs from holding assistantships with scholarships, provided that the eligibility requirements of the scholarship do not prohibit holding an assistantship.
- 1.05 If a conflict arises between this Agreement and the requirements of a funding agency, the requirements of the funding agency will apply.

ARTICLE 2: DEFINITIONS

- 2.01 “**Academically Employed Graduate Student (AEGS)**” means a graduate student who has received a contract of employment as a Teaching Assistant or Research Assistant, and is a registered graduate student at the start of the contract term.
- 2.02 “**Agreement**” means this Collective Agreement.
- 2.03 “**Appointing Officer**” means the Dean or Department Chair responsible for appointing the AEGS.
- 2.04 “**Assistantship**” means the appointment of a graduate student to employment as an AEGS.

- 2.05 “**Assistantship Supervisor**” means the person responsible for the supervision and coordination of the duties performed by the graduate student under the AEGS assistantship.
- 2.06 “**Award**” means the non-salary, non-taxable portion of an assistantship.
- 2.07 “**Contract Term**” means the time period specified for the employment of an AEGS.
- 2.08 “**Dean, FGSR**” means the Dean of the Faculty of Graduate Studies and Research, or designate.
- 2.09 “**Department**” means an administrative unit, department or non-departmentalized faculty offering a graduate program, or an extra-departmental graduate program.
- 2.10 “**Department Chair**” means the head of an administrative unit, chair of a department, or designate.
- 2.11 “**Graduate Chair**” means the faculty member with designated responsibility for the departmental graduate programs.
- 2.12 “**Graduate Student**” means any student registered full-time or part-time in a thesis or course-based program in the Faculty of Graduate Studies and Research at the University of Alberta.
- 2.13 “**Graduate Supervisor**” means the faculty member who is directly responsible for the supervision of a graduate student’s academic program.
- 2.14 “**Letter of Appointment**” means the contract between the AEGS and the University.
- 2.15 “**President, GSA**” means President of the Graduate Students’ Association, or designate.
- 2.16 “**Principal Instructor**” means an AEGS who is fully responsible for teaching a course.
- 2.17 “**Provost**” means the Provost and Vice-President (Academic), or designate.
- 2.18 “**Research Assistant**” means a graduate student who is appointed to perform research and research-related duties.
- 2.19 “**Restricted Funds**” means external research grants, endowments, donations or funding that require the funds be used in a specific way or for a specific purpose, and are so designated by the University of Alberta.
- 2.20 “**Salary**” means the non-award taxable portion of an assistantship.
- 2.21 “**Scholarship**” means a grant or payment made to support a graduate student’s education, awarded on the basis of defined academic or other criteria set out in the terms of reference of the scholarship.
- 2.22 “**Stipend**” means the combination of award and salary paid to an AEGS.
- 2.23 “**Teaching Assistant**” means a graduate student who is appointed to perform teaching and teaching-related duties.
- 2.24 “**University Terms**” means the three terms in the academic year as defined in the University of Alberta Calendar (i.e., Fall Term (September 1 to December 31); Winter Term (January 1 to April 30); and Spring/Summer Term (May 1 to August 31)).
- 2.25 “**Vice-President Labour, GSA**” means Vice-President Labour of the Graduate Students’ Association, or designate.

ARTICLE 3: ASSOCIATION RECOGNITION

- 3.01 The Graduate Students' Association, under the Post-Secondary Learning Act, has the exclusive authority, on behalf of graduate students, to negotiate and enter into an agreement with the Board of Governors with respect to the academic employment of graduate students.

ARTICLE 4: TERM AND VARIATION OF THIS AGREEMENT

- 4.01 This Agreement is effective from September 1, 2013 to August 31, 2014 and replaces any previous agreements negotiated by the parties respecting the employment of AEGSs.
- 4.02 The provisions of this Agreement will remain in effect until the parties conclude a new agreement in accordance with Article 5, "Collective Bargaining".
- 4.03 During the term of this Agreement, the Provost and the President of the GSA may mutually agree to waive or amend specific time limits and provisions of the Agreement. Such agreements will be confirmed in writing and subject to ratification by the GSA Council.
- 4.04 An AEGS and his/her Assistantship Supervisor and Department Chair may agree to vary the terms of this Agreement, provided that such agreement:
- (a) Is in the best interest of the Assistantship Supervisor and the AEGS; and
 - (b) Does not result in a rate of pay that is lower than the applicable rate stipulated in this Agreement; and
 - (c) The variation is documented by the Assistantship Supervisor and appended to the AEGS' Letter of Appointment; and
 - (d) The variation is approved by the Provost following consultation with the Vice-President Labour of the GSA.

ARTICLE 5: COLLECTIVE BARGAINING

- 5.01 By October 1 of the year preceding the expiry of the Agreement, the Vice-President Labour of the GSA and the Provost will communicate the names of no more than five representatives each to serve as their negotiating teams in collective bargaining.
- 5.02 The negotiating teams will exchange written proposals to amend the Agreement by no later than November 1 of the year preceding the expiry of the Agreement.
- 5.03 Prior to exchanging written proposals, the chairs of the negotiating teams will meet to discuss and confirm procedures for upcoming negotiations, including the format of proposals, the scheduling of negotiating sessions, the collection and exchange of relevant information, and other procedural matters the chairs believe are needed to facilitate effective, efficient and constructive bargaining.
- 5.04 The negotiating teams will bargain in good faith on behalf of the parties in an effort to conclude a Memorandum of Settlement describing the terms of a new Agreement.
- 5.05 A Memorandum of Settlement concluded by the negotiating teams will be submitted to the Board and the GSA Council for ratification.
- 5.06 If the negotiating teams are unable to conclude a Memorandum of Settlement, the parties may mutually agree to the appointment of a mediator to assist the teams in achieving an agreement. Either negotiating team may request the mediator to put forward non-binding recommendations for consideration by the parties.
- 5.07 If the negotiating teams are unable to conclude a Memorandum of Settlement through negotiations or the involvement of a mediator by March 1, unresolved issues will be submitted to

arbitration for final and binding resolution by final offer selection in accordance with the arbitration provisions of this Agreement.

Article 6: APPOINTMENTS

6.01 Notification of Appointment

- (a) Assistantship appointments will be made by the following deadlines, unless there are extenuating circumstances such as a late admission:

<u>Assistantship Beginning</u>	<u>Deadline</u>
September (Fall Term)	July 1
January (Winter Term)	Nov 1
May (Spring/Summer Term)	April 1

6.02 Registration Status

For the Spring/Summer Term, if a graduate student is not registered separately for this period, his or her status is considered to be the same as that held during the preceding term (January to April).

6.03 Letter of Appointment

6.03.01 The appointment of an AEGS will be made by the Appointing Officer following a recommendation by the Assistantship Supervisor. The appointment of an AEGS shall be evidenced by the Letter of Appointment, following the required template outlined in Appendix A of this Agreement. The Letter of Appointment constitutes the entire formal appointment between the AEGS and the University.

6.03.02 The Letter of Appointment will be signed by the Appointing Officer and acknowledged and signed by the AEGS. If the AEGS is being supported from restricted funds the Assistantship Supervisor will also sign the Appointment Letter.

6.03.03 In the event that a Letter of Appointment to an AEGS is not provided by the applicable date, an offer of appointment made and accepted by e-mail will be considered binding provided that it is compliant with the provisions of this Agreement.

6.04 Amendment to Appointment

Any subsequent amendments to the Letter of Appointment must be in writing and signed by the Appointing Officer, the Assistantship Supervisor, and the AEGS no later than the end of the first week of the term.

6.05 Termination of Appointment

6.05.01 An appointment will not be terminated without just cause and written justification. The allocation of assistantships to graduate students commencing programs will not be considered as cause and justification for the termination or reduction of appointments to continuing full-time graduate students.

Examples of just cause include but are not limited to:

- i) the graduate student's registration status changes in a way that makes him/her ineligible for the renewed assistantship;
- ii) the graduate student fails to perform to published departmental or Faculty standards in their assistantship duties.

- iii) the graduate student's academic status changes in a way that makes him/her ineligible for the renewed assistantship, for example through failure to perform to published departmental or Faculty standards.

6.05.02 In cases where the assistantship can no longer be funded through restricted funds, the Assistantship Supervisor will notify the Department Chair. The Department will be responsible for providing funding to the graduate student at a level equivalent to the original assistantship appointment.

Article 7: SELECTION CRITERIA

- 7.01 Departments will follow documented criteria in selecting graduate students for employment as an AEGS. The selection criteria will be published by the department and will be readily accessible to all graduate students in the department.
- 7.02 Questions relating to the application of selection criteria should be directed to the Department Chair.
- 7.03 Academic qualifications and relevant training and experience for the teaching and research duties are the primary selection criteria. Financial need and immigration status may be considered, but will not be used in place of the primary selection criteria.

Article 8: TEACHING ASSISTANTS (INCLUDING PRINCIPAL INSTRUCTORS)

- 8.01 The duties of a Teaching Assistant (TA) are primarily in support of instruction and include such responsibilities as: preparing and conducting lectures, supervising laboratories, leading seminars, grading assignments, reports, and examinations, and performing other related duties. The TA position is viewed as an apprenticeship for further academic or professional careers. In view of this, TA functions shall not include routine duties commonly associated with clerical, technical, or administrative work not directly related to instructional activities. TAs, other than Principal Instructors, are not solely responsible for a course.
- 8.02 Principal Instructors are appointed as TAs but are solely responsible for a course, including lecturing, course and lecture planning, preparing and grading assignments and examinations, and other related duties.
- 8.03 TAs (including Principal Instructors) are funded solely by University operating funds.
- 8.04 The duties of a TA are performed under the supervision and direction of an Assistantship Supervisor using published departmental guidelines.
- 8.05 Departments will ensure TAs are trained for the duties to be performed and will include the training as part of the assistantship. If the Assistantship Supervisor believes that a TA needs additional specific skills, the Assistantship Supervisor may allocate up to three hours per week of the assistantship for training. Any costs associated with this additional training will be the responsibility of the Department.
- 8.06 The Assistantship Supervisor and the TA will meet at the start of the term to develop a work plan, a manageable schedule, to confirm expectations, and complete an Assistantship Time Use Guideline (Appendix C). The discussion should cover such issues as the amount of time to be spent on various aspects of the assignment (e.g. grading papers, course preparation, research, and related duties).
- 8.07 The TA will be expected to dedicate a higher proportion of their work time during mid-term examinations and during the final week of the University term.

- 8.08 The Assistantship Supervisor will ensure the TA receives appropriate supervision over the term of the assistantship.
- 8.09 The TA will be provided with work space, access to areas of work and support services comparable to instructors performing similar duties. TAs will receive copies of course materials for assigned courses.
- 8.10 The hours of work of a TA who is registered full-time in a graduate program will not exceed an average of 12 hours per week and a total of 192 work hours over a four-month term, exclusive of vacation entitlement.
- 8.11 The hours of work of a TA who is registered part-time in a graduate program will not exceed an average of six hours per week and a total of 96 work hours over a four-month term, exclusive of vacation entitlement.
- 8.12 The hours of work of a Principal Instructor with a teaching load of three or more credits will be based on 12 hours per week over the contract term. The hours of work of Principal Instructors with a teaching load of less than three credits will be pro-rated in relation to a three-credit teaching load.
- 8.13 Unless alternate arrangements are agreed upon in writing by both TA and Assistantship Supervisor, employment responsibilities are to be completed within the contract term.

Article 9: RESEARCH ASSISTANTS

- 9.01 The duties of a Research Assistant (RA) are primarily in support of a research program or other research-related work, and may or may not contribute directly to the graduate student's degree program. The RA position is viewed as an apprenticeship for further academic or professional careers. In view of this, RA functions shall not include routine duties commonly associated with clerical, technical, or administrative work not directly related to research activities.
- 9.02 RAs are funded by University operating funds, restricted funds, or a combination of operating and restricted funds.
- 9.03 The duties of an RA are performed under the supervision and direction of the Assistantship Supervisor.
- 9.04 Departments will ensure RAs are trained for the duties to be performed and will include the training as part of the assistantship. If the Assistantship Supervisor believes that a RA needs additional specific skills, the Assistantship Supervisor may allocate up to three hours per week of the assistantship for training. Any costs associated with this additional training will be the responsibility of the Assistantship Supervisor or Department.
- 9.05 The Assistantship Supervisor will ensure the RA receives appropriate supervision over the term of the assistantship.
- 9.06 The RA and Assistantship Supervisor will meet at the start of the RA appointment to develop a work plan, a manageable work schedule, to confirm expectations, and complete an Assistantship Time Use Guideline (Appendix C).
- 9.07 The RA will be provided with work space, access to work areas and support services needed to perform his/her job duties.
- 9.08 If the RA is registered full-time in a graduate program, and the duties do not relate to the graduate student's degree program (e.g. research not directly related to an RA's own research), then the hours of work will not exceed an average of 12 hours per week and a total of 192 work hours over a four-month term, exclusive of vacation entitlement.

- 9.09 If the RA is registered part-time in a graduate program, and the duties do not relate to the graduate student's degree program, then the hours of work of the RA will not exceed an average of six hours per week and a total of 96 work hours over a four-month term, exclusive of vacation entitlement.
- 9.10 Where 9.08 applies, if the hours of work of the RA exceed an average of 12 hours per week and are impeding the normal progression of the RA's graduate degree program, then the RA and Assistantship Supervisor will determine the appropriate hours of work by mutual agreement.
- 9.11 If the hours of work of the RA are seen to impede the normal progression of the RA's graduate degree program, then the RA and the Assistantship Supervisor will determine the appropriate hours of work by mutual agreement and approval of the Department Chair (or designate).
- 9.12 The Assistantship Supervisor will provide reasonable notice of any changes required to the RAs work schedule.
- 9.13 The stipend paid to an RA may vary from student to student if the duties constitute part of the RA's graduate program and the stipend is being supported by his/her graduate supervisor's research grant. The value of the stipend may vary by discipline and by the requirements of the restricted funds supporting the RA. The salary portion of the assistantship is converted into hours for employment insurance purposes.
- 9.14 In some cases it may be difficult to determine whether the specific duties of an RA are contributing to the graduate student's degree program. In such cases, the appropriate classification of the work will be determined by mutual agreement of the RA, Assistantship Supervisor and Graduate Supervisor (if applicable).

Article 10 REMUNERATION

- 10.01 The stipend consists of two components: 1) award; and 2) salary. The award and minimum salary rates set out in Appendix B.
- 10.02 The award component is a fixed hourly rate which is negotiated as part of the collective bargaining process and changes in the graduate fee index. The award component is not subject to Income Tax, Canada Pension Plan and Employment Insurance deductions.
- 10.03 The minimum hourly rate of the salary component is negotiated as part of the collective bargaining process. In determining an AEGS's salary, factors such as merit, seniority, experience, and market influence should be considered. The salary component is treated as income and is subject to Income Tax, Canada Pension Plan and Employment Insurance deductions.
- 10.04 Graduate Supervisors supporting AEGSs from restricted funds are encouraged to exceed the minimum stipends and provide funding at the levels recommended by their department or by the funding agency.
- 10.05 When a Teaching Assistant ceases to perform the duties of a Principal Instructor, the salary component of the stipend may be reduced to reflect the change in duties.
- 10.06 The stipend will be paid in equal semi-monthly installments over the duration of the assistantship. Payments will be made semi-monthly and no later than 10 days following the end of each pay period. A schedule of the semi-monthly pay cycle dates can be found at <http://www.hrs.ualberta.ca/PayandTaxInfo.aspx>.

Article 11 PERFORMANCE EVALUATION

- 11.01 Where performance is fully satisfactory, Assistantship Supervisors may provide AEGSs with written performance appraisals. With the approval of the Department Chair, these appraisals may be placed in the AEGS' department file. An AEGS is entitled to provide written feedback to a performance appraisal, which will also be placed in the AEGS' department file. The Department Chair (or designate) will acknowledge receipt of the response, in writing.
- 11.02 The Assistantship Supervisor will provide the AEGS with timely and constructive feedback, in writing, about any concerns with the AEGS's performance. The Supervisor and the AEGS are encouraged to meet promptly to discuss such concerns and identify any action needed to correct the performance concern.
- 11.03 The Assistantship Supervisor will provide an AEGS with a written performance appraisal if the work of the AEGS is deemed only satisfactory, or unsatisfactory, and such designation will negatively affect the re-appointment of the AEGS or his/her entitlement to the annual salary increase. The appraisal will be provided to the AEGS within six weeks of the end of the term and prior to any reappointment, with a copy placed in the AEGS's department file. An AEGS is entitled to provide written feedback to the appraisal, which will be acknowledged by the Department Chair (or designate) and placed in the AEGS's department file.

Article 12 ANNUAL SALARY INCREASES

- 12.01 An AEGS whose work in the previous academic year was fully satisfactory and is receiving an appointment in a subsequent year is entitled to a five percent increase to the salary component.
- 12.02 If the AEGS's number of working hours differs from the previous year, the increase will be pro-rated.
- 12.03 The salary increase is in addition to any increase in salary rates negotiated by collective bargaining and may exceed the minimum five percent increase when considering merit, seniority, experience, market influences, and other factors.
- 12.04 The Assistantship Supervisor or Graduate Supervisor may recommend a salary increase of less than five percent if the work of the AEGS in the previous academic year was only satisfactory.
- 12.05 The Assistantship Supervisor or Graduate Supervisor may recommend no increase if the work of the AEGS in the previous year was unsatisfactory.

Article 13 VACATION

- 13.01 AEGSs holding a 12-hour per week assistantship are entitled to a maximum of 12 hours of paid vacation leave for each four-month University Term. Vacation must be approved in advance by the Assistantship Supervisor and Department Chair (or designate) and must be arranged so as not to adversely affect the duties of the AEGS.
- 13.02 Vacation entitlement is in addition to days when the University is closed.
- 13.03 For the purpose of calculating vacation leave, the year is from September 1 to August 31.
- 13.04 There is no vacation pay on contract expiry or termination in lieu of vacation time not taken.

Article 14 PAID MATERNITY AND PARENTAL LEAVE BENEFITS

- 14.01 The purpose of maternity leave is to provide a female graduate student with leave for the purpose of bearing a child. The purpose of parental leave is to provide childcare which is necessitated by the birth or adoption of a child.
- 14.02 Eligibility
- 14.02.01 To be eligible for paid maternity and parental leave benefits, a graduate student must have already been a full-time or part-time AEGS for at least eight months in total.
- 14.02.02 An AEGS whose appointment is three hours or less a week is not eligible for paid maternity or parental leave benefits.
- 14.02.03 Eligibility for paid leave does not extend beyond the end date of the AEGS's contract term.
- 14.03 Length of Leave
- 14.03.01 An AEGS is entitled to maternity leave of up to six weeks at 100% of stipend and parental leave of up to an additional 10 weeks at 75% of stipend.
- 14.03.02 An AEGS who is not eligible for maternity leave may take up to 16 weeks of parental leave at 75% of stipend.
- 14.04 Application
- 14.04.01 An AEGS may take this paid leave any time during the 52-week period starting the day the child is born or the day the child comes into the AEGS's care. The paid leave will not go beyond the end date of the assistantship, as the graduate student is no longer entitled to maternity or parental leave benefits.
- 14.04.02 An AEGS who wishes to take maternity and/or parental leave must inform the Appointing Officer, Assistantship Supervisor and Graduate Supervisor, in writing, as soon as possible and complete a Paid Maternity and/or Parental Leave and/or Deferral of Assistantship Form (Appendix D).
- 14.04.03 An AEGS is not required to register in his/her graduate program during the period of the leave. Refer to the Application for Leave of Absence from Graduate Program Form on the FGSR website.
- 14.04.04 An AEGS may be entitled to an additional leave without pay to extend the leave as per the deferral provisions of this Agreement.

Article 15 MEDICAL LEAVE

- 15.01 The purpose of Medical Leave is to provide an AEGS with leave because of his/her temporary inability to perform duties because of personal sickness or disability.
- 15.02 An AEGS whose appointment is three hours or less a week is not eligible for paid medical leave.
- 15.03 An AEGS is entitled to up to three weeks of paid Medical Leave at 100% of stipend. To qualify for such leave, an AEGS will submit a medical certificate to the Assistantship Supervisor.
- 15.04 If the medical leave is expected to exceed three weeks, the Department or the Graduate Supervisor will fund the assistantship from the start of the fourth week to the end of the contract term at 100% of stipend.

- 15.05 The Appointing Officer must be notified, in cases where a Graduate Supervisor is supporting the AEGS through restricted funds and cannot support a request for leave beyond three weeks.
- 15.06 The AEGS will notify as soon as reasonably possible the Assistantship Supervisor and Appointing Officer of any injury he/she sustains while performing work duties, in accordance with University health and safety policies and procedures and applicable legislation. An AEGS may apply to the Workers' Compensation Board for compensation arising from a workplace injury.

Article 16 COMPASSIONATE LEAVE

- 16.01 The purpose of Compassionate Leave is to provide an AEGS with leave to address an emergency situation involving a member of the AEGS's immediate family (spouse or common law partner, child, and parent) which places primary responsibility for care and support on the AEGS.
- 16.02 An AEGS whose appointment is three hours or less a week is not eligible for paid compassionate leave.
- 16.03 An AEGS is entitled to up to three weeks of paid Compassionate Leave at 100% of stipend.
- 16.04 Requests for Compassionate Leave will be made by the AEGS to the Assistantship Supervisor and Appointing Officer. The Assistantship Supervisor or Appointing Officer may require the AEGS to provide documentary evidence in support of the leave request.

Article 17 DEFERRAL OF ASSISTANTSHIP

- 17.01 Requests for a deferral of an assistantship for medical, compassionate, maternity or parental reasons will be made by the AEGS to the Assistantship Supervisor and Appointing Officer.
- 17.02 Deferred assistantships will be available for at least one year following the deferral. Departments may not be able to guarantee that deferred assistantships will be available during the Spring/Summer Term.

Article 18: INTELLECTUAL PROPERTY

The intellectual contributions of an AEGS will be acknowledged in accordance with University policies and procedures regarding intellectual property. The Intellectual Property Guidelines for Graduate Students and Supervisors are available at www.gradstudies.ualberta.ca/degreesuperv/ip.htm.

Article 19: HEALTH AND SAFETY

- 19.01 It is the University's responsibility to develop a safe work environment.
- 19.02 The University and each AEGS recognize and accept their responsibilities to maintain a safe work environment through compliance with applicable health and safety legislation and regulations.
- 19.03 Departments will provide AEGSs with training, orientation and information needed to perform their work duties in a safe manner.
- 19.04 If an AEGS considers his/her workplace to be unsafe or that another person is performing work in an unsafe manner, the AEGS will immediately report the condition to the authority in charge of safety, the Assistantship Supervisor, and/or Department Chair.
- 19.05 If the Department Chair and Assistantship Supervisor deem the conditions unsafe, an AEGS will not be required to perform his/her duties, pending an investigation of the safety concerns. Such

action will not be considered a violation of this Agreement nor will it be grounds for withholding the AEGS's pay, applying discipline or terminating an assistantship.

- 19.06 AEGSs have the right to contact the Office of Environment, Health and Safety if their concerns are not being addressed by the Department Chair to their satisfaction.

Article 20 DISCIPLINARY MATTERS RELATED TO EMPLOYMENT

- 20.01 An AEGS will only be disciplined for just cause. Discipline may take the form of a warning, a letter of reprimand, or termination of employment, in accordance with the principles of progressive discipline. A letter of expectation does not constitute discipline.
- 20.02 Prior to disciplining any AEGSs, the Assistantship Supervisor and Department Chair will inform the AEGS that they have a right to seek counsel from the GSA and a right to representation from the GSA at the discretion of the Vice-President Labour (or designate).
- 20.03 An AEGS may grieve whether just cause exists for any form of discipline. In the case of a warning or letter of reprimand, an AEGS may choose to respond in writing and upon request, that response should be placed on his or her file next to the warning or letter of reprimand and such a response will be acknowledged by the department in writing.

Article 21 DISPUTE RESOLUTION

21.01 Definitions

21.01.01 "Dispute" means any problem or disagreement relating to AEGS employment between:

- (a) one or more AEGSs and representatives of the Board, or
- (b) representatives of the GSA and the Board.

21.01.02 Disputes relating to academic issues are outside the scope of this Agreement.

21.01.03 "Grievance" means any dispute over the interpretation, application, operation or alleged violation of the Agreement, including whether the dispute is arbitrable.

21.01.04 "Policy Grievance" means a dispute over the interpretation, application, operation or alleged violation of the Agreement by the Board or the GSA that is not limited to a specific AEGS or a group of AEGSs.

21.01.05 For the purpose of this article, "working days" means consecutive days, excluding Saturdays, Sundays or statutory holidays.

21.01.06 Time limits may be altered by mutual consent of the parties.

21.02 Informal Resolution of Disputes

21.02.01 The parties to a dispute will first make reasonable efforts to resolve the dispute through informal, face-to-face problem-solving.

21.02.02 Participants are encouraged to raise their concerns at the earliest opportunity with the person(s) with whom they have a dispute. The discussion should include a joint effort to frame the issue in dispute, an open, respectful exchange of the interests of each participant, and an exploration of options to satisfy these interests and resolve the dispute.

- 21.02.03 Any AEGS involved in a dispute related to this Agreement is encouraged to seek advice from the GSA before raising his/her concerns with his/her Assistantship Supervisor.
- 21.02.04 If an AEGS brings a dispute to the Assistantship Supervisor, and the dispute is not resolved, the AEGS may advance his/her concerns to the Graduate Chair, and if not resolved, to the Department Chair.
- 21.02.05 If a dispute arises between representatives of the GSA and the Board over the interpretation, application, operation or alleged violation of the Agreement, the parties will attempt to resolve the dispute by informal problem solving before formalizing the dispute as a grievance. Informal problem-solving between the GSA and the Board will normally involve the relevant Associate Dean, FGSR, and any other parties determined by the Provost and the GSA Vice-President Labour.
- 21.02.06 An AEGS will not be subject to reprisals as a result of raising a concern provided that such concerns are not frivolous, malicious, or vexatious.

21.03 **Grievances**

- 21.03.01 The GSA has the exclusive authority if it so chooses to file individual, group or policy grievances on behalf of Academically Employed Graduate Students.
- 21.03.02 A grievance will be initiated in writing and will specify the details of the dispute, refer to the clause or clauses of the Agreement which are alleged to have been violated, and describe the desired resolution.
- 21.03.03 The grievance will be submitted to the Provost, with copies to the Dean, FGSR, the Department Chair, Assistantship Supervisor and the affected AEGSs.
- 21.03.04 The grievance will be submitted within 30 working days of the date that the matters giving rise to the grievance came to the attention of the GSA.
- 21.03.05 The Provost will convene a meeting involving representatives of the Board and the GSA within 10 working days of receipt of the grievance. The participants will engage in an open, fair and balanced discussion of the issues, interests, options and potential solutions to the grievance.
- 21.03.06 The Provost will provide a written response to the grievance within 10 working days of the meeting.
- 21.03.07 Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties, and shall be confirmed in writing.
- 21.03.08 If the decision of the Provost fails to resolve the grievance, the GSA may advance the dispute to arbitration in accordance with Article 22.
- 21.03.09 The Provost may file grievances on behalf of the Board. Such grievances will be submitted to the GSA Vice-President Labour and processed in accordance with 21.03. The GSA Vice-President Labour will perform the equivalent role of the Provost in reviewing and responding to such grievances.

Article 22 ARBITRATION

22.01 Grievance Arbitration

- 22.01.01 If a grievance is initiated by the GSA, is properly considered in accordance with Article 21 and is not resolved, the GSA will have sole authority to decide whether to refer the grievance to an arbitration panel on behalf of the GSA or one or more AEGSs.
- 22.01.02 If a grievance is initiated by the Provost, is properly considered in accordance with Article 21 and is not resolved, the Provost may refer the unresolved grievance to an arbitration panel on behalf of the Board.
- 22.01.03 The GSA Vice-President Labour will notify the Provost in writing of the GSA's decision to refer a grievance to arbitration by no later than six months of the date on which the action or omission which is the subject of the grievance occurred.
- 22.01.04 The Provost will notify the GSA Vice-President Labour in writing of the Board's decision to refer a grievance to arbitration by no later than six months of the date on which the action or omission which is the subject of the grievance occurred.

22.02 Arbitration Arising from Article 5, "Collective Bargaining"

- 22.02.01 If a collective bargaining dispute is referred to arbitration in accordance with Article 5, an arbitration panel will be formed to select either the final position submitted to it by the GSA or the final position submitted to it by the Board.
- 22.02.02 Each negotiating team will deliver to the other and to the arbitration panel a statement of its final position on unresolved bargaining items and items resolved during negotiations.
- 22.02.03 The parties may agree in writing to an arbitrated process other than final offer selection.

22.03 Arbitration Panel

- 22.03.01 An arbitration panel referred to under 22.01 or 22.02 will consist of one nominee chosen by the Provost and one nominee chosen by the GSA Vice-President Labour. Each party will notify the other of its nominee within 10 working days of receipt of a referral to arbitration. The Provost and the GSA Vice-President Labour will jointly select a third person to serve as chair. If the Provost and the GSA Vice-President Labour fail to agree on a chair within 10 working days of providing notice of nominees, then either party may apply to the Chair of the Alberta Labour Relations Board for the appointment of a chair for the arbitration panel.
- 22.03.02 The parties may agree in writing to appoint one person to serve as an arbitration panel as an alternative to a three-person panel.
- 22.03.03 The panel will review submissions, conduct hearings and render a decision that is final and binding on the parties.
- 22.03.04 An arbitration panel constituted to resolve a grievance will not by its decision amend the terms of the Agreement.
- 22.03.05 An arbitration panel constituted to resolve a collective bargaining dispute will not by its decision amend terms of the Agreement beyond the items referred to it by the parties for resolution.
- 22.03.06 Hearings before the arbitration panel are private and confidential.

- 22.03.07 The arbitration panel will not be bound by rules of evidence. Unless limited by this Agreement, the panel may establish procedures for the orderly conduct of the arbitration. Procedural rulings may be made by the panel chair but are subject to reversal by a majority vote of the arbitration panel.
- 22.03.08 The decision of the majority of members of the three-person arbitration panel will be the decision of the panel. If no majority exists, the decision of the chair will be the decision of the panel.
- 22.03.09 The arbitration panel will hear the matters before it within 20 working days of its formation and render its decision no later than 20 working days following the final presentations by the parties.
- 22.03.10 The costs of the arbitration panel will be shared equally by the parties.
- 22.04 Time limits may be altered by mutual agreement of the parties.

APPENDIX A Letter of Appointment

<Name and Address>

<Date>

Dear <Name>,

I am pleased to offer you a formal graduate assistantship appointment in accordance with the terms set forth below. Your employment will be governed by the Collective Agreement Governing the Academic Employment of Graduate Students, which may be accessed at <http://www.gradstudies.ualberta.ca/en/awardsfunding/assistantships.aspx>. The Agreement may be amended in accordance with terms of the Collective Agreement and such amendments are binding upon the University and Academically-Employed Graduate Students. The Department will provide you with an Assistantship Time Use Guideline which will outline the specific duties and conditions of work for each University term.

The terms of the appointment offer are:

- (a) Type of Appointment: Research Assistant and/or Teaching Assistantship
- (b) Department:
- (c) Duration of Appointment: Start Date: End Date:
- (d) Maximum Hours Assigned Per Week:
- (e) Stipend Per Term: Award: \$ Salary: \$ Total Stipend: \$
- (f) Graduate Supervisor:
- (g) Assistantship Supervisor:
- (h) The teaching and/or research duties outlined in the Assistantship Time Use Guidelines for each University Term. Note: the nature of your duties may vary from term to term depending on the needs of the department, available assistantships and external factors.
- (i) Failure to report to the department by your appointment start date may result in termination of this offer of appointment without further notification to you.
- (j) <Add link from Dept website on the internal policy on secured financial support for graduate students or include information indicating the duration/ level of assistance in the program/ conditions under which continued assistance shall be available>

This offer is subject to the maintenance of satisfactory academic standing in your graduate program, as defined in the Faculty of Graduate Studies and Research and the Department's Graduate Policy Manual and on satisfactory completion of your assigned duties as a graduate assistant.

If you are not a Canadian citizen, this appointment is expressly contingent upon you meeting and continuing to meet eligibility requirements for employment, as set out in the Immigration and Refugee Protection Act and Regulations. It is further contingent upon the University of Alberta receiving regular "confirmation," if required by Service Canada. Should you be ineligible for employment at any time, or should the University of Alberta be unable to obtain "confirmation" if required, this appointment shall be rendered null and void effective immediately.

This assistantship may not cover the full cost of living in Edmonton and your graduate tuition and fees.

To prevent disputes, misunderstandings and continuous progress in program, it is suggested that the undersigned maintain a personal record of hours worked.

The return of one signed original copy of this letter to the Appointing Officer within 30 days of the date of this offer will constitute your acceptance of this offer of appointment on the terms hereof.

I would like to take this opportunity to wish you success in your position as a graduate assistant.

Yours sincerely,

Insert Appointing Officer

Insert Assistantship Supervisor (if supported by restricted funds)

ACCEPTANCE

I hereby acknowledge receipt of this offer and accept the appointment referred to and the terms and conditions set forth.

Dated at _____
(city)

This _____ day of _____, _____
(month) (year)

Signature of Appointee

Personal information is collected under the authority of Section 33(c) of Alberta's *Freedom of Information and Protection of Privacy Act* for authorized purposes including admission and registration; administration of records, scholarships and awards, student services; and university planning and research. Students' personal information may be disclosed to academic and administrative units according to university policy, federal and provincial reporting requirements, data sharing agreements with student governance associations, and to contracted or public health care providers as required. For details on the use and disclosure of this information call the Faculty of Graduate Studies and Research at 492-3499 or see www.ualberta.ca/FOIPP.

Cc Student File

APPENDIX B
2013-2014 Award and Minimum Salary Rates

The following table sets the minimum rates for all graduate assistantship appointments. The hourly rate is calculated based on 52 weeks in a year for an average of 4.33 weeks in a month.

Hourly Rate			
Fixed Award	Minimum Salary		
	RA, TA		Principal Instructor
	Doctoral	Master's	
17.15	20.90	19.25	26.67

One-Month				
Hours Per Week	Fixed Award	Minimum Salary		
		RA, TA		Principal Instructor
		Doctoral	Master's	
12	891.11	1085.96	1000.23	1385.77
11	816.85	995.47	916.88	
10	742.60	904.97	833.53	
9	668.34	814.47	750.17	
8	594.08	723.98	666.82	
7	519.82	633.48	583.47	
6	445.56	542.98	500.12	
5	371.30	452.49	416.76	
4	297.04	361.99	333.41	

One Four-Month Term					
Hours		Fixed Award	Minimum Salary		Principal Instructor
Per Week	Per Term*		RA, TA		
			Doctoral	Master's	
12	192	3566.51	4346.36	4003.23	5546.29
11	176	3269.30	3984.17	3669.63	
10	160	2972.10	3621.97	3336.03	
9	144	2674.89	3259.77	3002.42	
8	128	2377.68	2897.58	2668.82	
7	112	2080.47	2535.38	2335.22	
6	96	1783.26	2173.18	2001.62	
5	80	1486.05	1810.99	1668.01	
4	64	1188.84	1448.79	1334.41	

*Does not include one week of paid vacation.

APPENDIX D
Paid Maternity and/or Parental Leave
and/or Deferral of Assistantship Form

Instructions:

1. An AEGS must complete this form, attach proof of pregnancy/birth/adoption or physician's report and obtain the relevant signatures.
2. The Department must submit an HR Smart Form to Payroll Operations indicating the pay period and the amount of the Salary and Award.

Paid Maternity and Parental Leave: An AEGS is entitled to maternity leave up to six weeks at 100% of stipend and parental leave up to 10 weeks at 75% stipend.

Parental Leave: An AEGS who is not eligible for maternity leave is entitled to take up to 16 weeks of parental leave at 75% of stipend.

Deferral of Assistantship: An AEGS may apply to defer their assistantship appointment for any term with written agreement of the department.

Leave of Absence from Graduate Program: A graduate student is not required to register during the period of the leave but must complete a Leave of Absence from Program Form.

UofA ID Number:

Name:

Department:

Degree Program:

Contract Term:

Start Date

End Date

Paid Maternity Leave:

Start Date

End Date

Paid Parental Leave:

Start Date

End Date

Deferral (if applicable):

Start Date

End Date

Name of Assistantship Supervisor

Signature

Date

Name of Dept Chair or Graduate Chair

Signature

Date

I will notify my Assistantship Supervisor and Graduate Chair of any changes in the start or end dates of my leave. I certify that the information provided in this application is true and complete in all respects and that no information has been withheld.

Student Signature

Date

Personal information on this form is collected under the authority of Section 33(c) of Alberta's Freedom of Information and Protection of Privacy Act for authorized purposes including admission and registration; administration of records, scholarships and awards, student services; and university planning and research. Students' personal information may be disclosed to academic and administrative units according to university policy, federal and provincial reporting requirements, data sharing agreements with student governance associations, and to contracted or public health care providers as required. For details on the use and disclosure of this information call the Faculty of Graduate Studies and Research at 492-3499 or see www.ipu.ualberta.ca.

Appendix E
Appointment of Graduate Students to
Academically-Related Employment
Other than Assistantships

- (a) “Academically-Related Employment” other than Assistantships (ARE) means any casual employment of a registered graduate student that requires the graduate student to utilize the knowledge and/or skill set of his/her academic discipline, but which does not conform to the requirements of an Assistantship under this Agreement. Academically-related employment includes reading, marking and demonstrating.
- (b) The appointment will be made in writing by the department which will confirm the scope of the appointment and the hourly rate of pay.
- (c) The minimum hourly rate is based on the hourly stipend set out in Appendix B of this Agreement, except that the hourly stipend (award + salary) is divided by 2 for either a master's ARE or a doctoral ARE. The salary may exceed the minimum to reflect the experience of the graduate student and the type of duties assigned. A graduate student will not be paid an hourly rate less than he/she received in the previous academic year.
- (d) The Provost (or designate) and the Vice-President Labour should be consulted in cases where a graduate student is performing similar work to that of an AEGS and who is not receiving a stipend equivalent to that of an AEGS (including both the salary and award components).