



GRADUATE | UNIVERSITY OF
STUDIES | CALGARY

Agreement Between

The Governors of the University of Calgary

And

The Graduate Students' Association

Graduate Assistantships (Teaching/Non-teaching)

1 May 2011 – 30 April 2014

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This Collective Agreement made this 1st day of April, 2011 AD

Between:

**THE GOVERNORS OF THE UNIVERSITY OF CALGARY, a body
corporate operating the University of Calgary
(hereinafter called “the Board”)
OF THE FIRST PART**

and

**THE GRADUATE STUDENTS’ ASSOCIATION
(hereinafter called “the GSA”)
OF THE SECOND PART**

WHEREAS, the Post-Secondary Learning Act, 2004 (hereinafter referred to as “the Act”), applies to the University of Calgary (hereinafter called “the University”) and the graduate students at the University;

AND WHEREAS, the GSA has the sole right to negotiate and conclude a Collective Agreement on behalf of the graduate students pursuant to the Act;

AND WHEREAS, the Parties are mutually desirous of entering into an Agreement (hereinafter called “this Agreement”) as defined in the Act containing provisions with reference to rates of pay, hours of work and other terms or conditions of employment and providing a procedure for the consideration of grievances and the settlement of disputes;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, the Parties hereto mutually covenant and agree with each other as follows:

ARTICLE 1

INTERPRETATION AND DEFINITIONS

- 1.01 In this Agreement, unless the context otherwise requires:
- a) “Department” applies to a department or a non-departmentalized faculty that offers a graduate program.
 - b) “Department Head or equivalent” refers to the Head, Graduate Coordinator, or other individual officially designated responsible for the graduate program.
 - c) A person holding a Graduate Assistantship (Teaching or Non-Teaching) is known as a Graduate Assistant (GA) or a GA(T) or GA(NT).
 - d) A person responsible for the supervision of the assigned duties of a GA(T) is known as the “Course Coordinator.”
 - e) A person responsible for the supervisor of the assigned duties of a GA(NT) is known as the “Research Coordinator.”
 - f) “Dispute” refers to an allegation that there has been a violation or improper application of the terms outlined in this Agreement.
 - g) “Student” specifically refers to a student who is registered in the Faculty of Graduate Studies, or in a Post Degree Continuous Learning program and is also a member of the Graduate Students’ Association.
 - h) In this Agreement, individuals are named by position, e.g., Provost and Vice President (Academic), Vice President (Finance and Services), Dean of Graduate Studies, and President of the Graduate Students’ Association. An individual in any of these positions may designate another person to act for him/her, and this is to be understood when reading the Agreement.
 - i) Mediation is an attempt to arrive at mutual agreement. In arbitration, a neutral third party imposes a decision.
 - j) The term “business day” does not include Saturday, Sunday, or any official holiday observed by the University.

ARTICLE 2

ASSISTANTSHIPS (TEACHING/NON-TEACHING)

- 2.01 In accordance with the provisions of the *Alberta Bill of Rights*, the *Alberta Human Rights, Citizenship and Multiculturalism Act* and the *Canadian Charter of Rights and Freedoms*, the University of Calgary is committed to the principle of equity and these regulations apply without distinction or discrimination.

- 2.02 Information regarding eligibility criteria, the appointment and renewal of appointments, the assignment of duties, and the conditions of work must be accessible to all eligible graduate students.
- 2.03 Should there be questions regarding interpretation of the assignment of duties or compliance with this Agreement, the parties should first contact the respective Department. If a satisfactory response is not received then the parties are required to inform the Graduate Associate Registrar (Policy & Planning) or refer to article 8.02 of this Agreement.

ARTICLE 3

CATEGORIES OF APPOINTMENT

- 3.01 A Graduate Assistantship appointment is made to assist a student to pursue his/her studies toward a graduate degree. Departments appoint GAs to perform work directly related to areas of a department's academic discipline and teaching responsibilities.

The GA position is an apprenticeship for an academic or professional career. In view of this, graduate assistant functions shall not include routine duties commonly associated with secretarial, clerical, technical, or administrative work not directly related to the GA's teaching or research duties.

Department Heads or equivalents must ensure that GA(T/NT)s are trained and supervised for the duties to be performed and develop departmental guidelines to promote these activities. Mandatory training time will be included toward fulfillment of the GA's hours for the term.

A Graduate Assistantship is considered partly scholarship and partly salary from employment. Legislated employment deductions are made from the salary portion. See Article 5.

- a) Graduate Assistantships (Teaching) – GA(T)

A Graduate Assistantship (Teaching) is an appointment made to assist with the instructional responsibilities of departments. GA(T)s are appointed to provide teaching or instructional service, which might encompass lecturing assistance, laboratory supervision, office hours, grading assignments, tutorial direction, assistance in preparation of demonstration and instructional aids, and other related academic duties. See Article 4.

- b) Graduate Assistantship (Non-Teaching) – GA(NT)

A Graduate Assistantship (Non-Teaching) is an appointment made to assist departments and/or professors with non-teaching responsibilities. The duties need not be related to the student's thesis but must be clearly delineated. The duties of a GA(NT) may include, for example, collecting research data, interviewing research subjects, bibliographic work or general research services. See Article 4.

ARTICLE 4

REGULATIONS GOVERNING APPOINTMENTS

- 4.01 GA(T/NT) appointments are not available in all departments. Each department must state clearly its policy regarding GA appointments. This policy must indicate both the level of support to be expected under normal financial circumstances and the standards of satisfactory progress expected of graduate students who receive GA support.

Graduate students have the right to refuse offers of GA(T/NT) appointments without prejudice.

Questions concerning the application of these policies and procedures should be made to the Head of the graduate program in the first instance.

4.02 Eligibility to Hold a GA Appointment

- a) Students in the Faculty of Graduate Studies who, during the tenure of the appointment, are registrants in programs of study leading to a Master's or doctoral degree.
- b) Part-time students shall in no case be eligible for more than one-half GA (T/NT).
- c) Academic qualifications and suitability for the teaching or research duties are the primary criteria for the selection of a graduate student for a GA (T/NT). Appointments may also be made with reference to financial need, or the student's progress in program.
- d) Any case for waiving normal eligibility criteria, or disputes regarding eligibility, shall be referred to the Dean of Graduate Studies.

4.03 Immigration Status

International Graduate students must meet current legislative requirements to be eligible for GA (T/NT). Departments and students are advised to consult with the International Student Advisors or with Citizenship and Immigration Canada (<http://www.ci.gc.ca/>)

4.04 Criteria for a Graduate Assistantship (Teaching/Non-Teaching)

- a) The appointment must be made to assist the student to pursue her/his studies toward a graduate degree.
- b) The total number of hours of service per appointment shall not exceed 204 hours.
- c) The number of hours of service per appointment shall not normally exceed an average of 12 hours per week over the full term, pro-rated for partial GA(T/NT) appointments.
- d) This includes all forms of service. If attendance at lectures is required as part of an assigned service function, the time so committed must be part of the 12 hours.

- e) Partial GA(T/NT) appointments are pro-rated over the appointment period. Such pro-ration applies wherever the 12 hours per week are mentioned in this Agreement.
- f) It is normal for departments to require that assistants work more than the average 12 hours per week in some weeks and fewer in others.
- g) Where in any week a GA is requested to work more than twelve hours, advance notification and/or consultation with the student shall ensure that the total number of hours requested will not be so large as to hinder the normal progress of the GA's program of study and research. In this context, the student is advised to consult with his/her supervisor or advisor if it is felt that normal progress cannot be maintained.
- h) The Board-appointed faculty member has the non-delegable responsibility for assigning the final grades in any course or section of a course. An individual GA is not authorized to make recommendations on more than 50% of an individual student's final grade.
- i) Graduate student appointments shall normally be awarded for four-month (seventeen weeks) periods as follows:
September – December
January – April
May – August
- j) Any modifications from these appointment periods shall be agreed in writing by the student, the department or program head or designate, and the course or research coordinator.
- k) Payments must be made on a regular basis and for a minimum period of 4 months during the Fall and Winter terms. (See Article 5 – Remuneration and Benefits)
- l) All holders of Study Permits must provide a copy to the department awarding the Assistantship.
- m) In the event that a student receives an assistantship during the final term of his or her program, the assistantship may continue until the end of the term in which the student has successfully completed the final oral examination or exit requirements.

4.05 Offer of Appointment to a Graduate Assistantship

- a) When a department makes a formal offer of appointment, the student shall be informed in writing as soon as is feasible before the appointment begins. The written *Offer of Appointment to a Graduate Assistantship* shall include the following information:
- b) The category of the appointment (Teaching or Non-teaching) and whether it is a full or fractional position. Any duties subsequently defined by the Assignment of Assistantship Duties should not cause the graduate student to work more hours overall than originally agreed upon without an appropriate arrangement for further remuneration and the written agreement of the student.

- c) Whether the GA(T/NT) is renewable or non-renewable and, if renewable, for how many terms.
- d) The actual rate of pay attached to the appointment, and that payments are made monthly.
- e) That income from Graduate Assistantships is taxable according to prevailing levels and interpretation. (See Article 5 – Remuneration and Benefits).
- f) The date that he/she will be told who his/her course or research coordinator will be, and an instruction to both the student and the course or research coordinator to consult with each other by the end of the first full week of the term.
- g) Notification of the date by which the GA(T/NT) must report to the department to begin duties. This date shall be no earlier than the date upon which remuneration commences.
- h) Notification that all graduate student appointments are conditional on the student maintaining satisfactory progress in program.
- i) A reference to the current version of this Agreement.

4.06 Acceptance of a GA(T/NT)

The department head or equivalent will sign the letter of offer for a GA(T/NT) appointment. The graduate student shall sign the letter of acceptance. Copies of the *Offer of Appointment to a Graduate Assistantship* and of the Acceptance letter shall be given to the student and copies shall be kept in the student's file.

4.07 Deferral of a GA(T/NT)

After consultation with the department, a GA(T/NT) may request postponement of the GA (T/NT) for any term for medical, compassionate, childbirth, parental, or other reasons. Where support is postponed, and where funds are available, the student shall be given priority consideration for at least one year following the deferral. This would also be applicable to maternity leaves.

4.08 Probation

There is no probationary period for a Graduate Assistantship.

4.09 Discipline

There shall be no discipline (including termination—See Article 6.01) without just cause.

4.10 Assignment of Duties

- a) Before each unit of service, individual appointees shall be provided with an *Assignment of Assistantship Duties* contract (Appendices A or B): a clear statement, in writing, of the duties as outlined in this section and precise performance expectations. The Department Head or equivalent, the Instructor of Record or Research Coordinator and the graduate

student shall sign the *Assignment of Assistantship Duties*. A copy must be given to the student, a copy kept in the student's file in the department and a copy sent to the GSA as identified on the contract document.

- b) Graduate Students who are paid through grants and/or Trust accounts shall be provided with a Graduate Student, Fixed Term Contract (Appendix C). A copy must be given to the student, a copy placed in the students file in the department and a copy sent to the GSA as identified on the contract document.

4.11 Right of Refusal

- a) A GA (T/NT) reserves the right to refuse any variation from the initial written *Offer of Appointment to a Graduate Assistantship*.
- b) If a GA (T/NT) has legitimate concerns that he/she may not reasonably fulfill the duties outlined in the initial *Assignment of Assistantship Duties* it is expected that he/she will work out an alternate plan with the Program Coordinator or terminate the initial Offer of Appointment.
- c) In the event of any variation from the initial *Offer of Appointment to a Graduate Assistantship*, the student must immediately notify the department or program head or designate so that the offer can be adjusted accordingly or terminated.
- d) If individual appointees encounter difficulties with the interpretation or implementation of the regulations detailed in the section above, they should, in the first instance, seek clarification and resolution in consultation with the course coordinator, or person responsible for supervision of the assigned duties. As per Article 2.02 the parties may contact the Graduate Associate Registrar for clarification or interpretation of the Agreement. In cases where clarification does not remove the issue, the parties should refer to the procedures in Article 8 – Resolution of Disputes.

4.12 Responsibilities of the Appointing Department

I. Supervision and Resources

- a) To maintain a written copy of the *Assignment of Assistantship Duties* in the Department GA files and to provide copies to the GA and the GSA.
- b) It is the responsibility of the department to ensure that the duties performed by the GA are supervised throughout the period of appointment.
- c) Departments are encouraged to provide each GA with written performance feedback within one month of completion of the GA assignment. A copy will be given to the GA and another kept in the Department GA files.

- d) A GA shall be provided appropriate work space and resources as necessary to perform their duties, such as, keys to mailrooms, offices, classrooms, and support services as determined by the respective departments.
- II. Adverse Reports, Letters of Reprimand, and Performance Appraisals
Adverse reports, letters of reprimand, and performance appraisals related to the duties of a graduate assistant shall be made known to the GA at the time the report or letter is placed into the GA's file.
- III. Health and Safety

The University is committed to ensuring that the workplaces within which GAs perform their duties conform to the standards set out in relevant health and safety legislation, including the provincial *Occupational Health and Safety Act*.
- 4.13 Responsibilities of the Appointed Graduate Assistant
- I. Adverse Reports, Letters of Reprimand, and Performance Appraisals
The GA is entitled to put a rebuttal to any adverse reports, letters of reprimand, or performance appraisals into the file. The department must acknowledge the receipt of any letter of rebuttal in writing.
 - II. Health and Safety

The GAs recognize and accept their responsibilities to develop and maintain a safe work environment.
- a) A GA shall be provided with training and protective equipment appropriate to the duties. All GAs must follow safe working procedures.
 - b) Where a GA considers that another person is performing work in an unsafe manner, the GA shall report the unsafe act to the authority in charge of safety, or the Department Head or equivalent, or both.
 - c) Where a GA considers the work or workplace to be unsafe, the GA shall report the condition to the authority in charge of safety, or the Department Head or equivalent, or both, who shall remedy the concern.
 - d) A GA shall not be required to perform his or her duties when the work or workplace is considered to be unsafe. If a GA chooses not to carry out duties because of safety concerns, such action shall not be considered a violation of these regulations, nor shall it be grounds for withholding pay. However, the GA shall advise the Department Head or equivalent of the circumstances at the first available opportunity.
 - e) At any time, a GA has the right to request that an Environmental Health and Safety Officer inspect the workplace.

ARTICLE 5

REMUNERATION AND BENEFITS

5.01 Remuneration

A Graduate Assistantship (Teaching/Non-Teaching) shall consist of two components: (a) stipend/scholarship (one-third), (b) salary (two-thirds).

5.02 Duration of Appointment

A full GA (T/NT) appointment will normally cover a four-month period (17 weeks). A partial GA may be appointed in the following fractional amounts: one-half (6 hours/week); one-third (4 hours/week); and one-quarter (3 hours/week). Graduate students may not be appointed to any fractional amount other than what is specified above. The stipend and salary schedule for GA appointments is outlined in Schedule A.

5.03 Timing of Payments, Terminating Payments, Withholding Payments

The timing of payments shall be fair and equitable. No department shall withhold a GA's payment, in whole or in part, without cause. Reasons for cause must be submitted in writing to the GA and to the Dean of Graduate Studies, if possible in advance of the anticipated date of payment. All attempts to rectify the situation are expected. For resolution of disagreements regarding pay, refer to Articles 8 and 9 of this Agreement.

5.04 Taxation

All taxation regulations are in accordance with Canada Revenue Agency taxation legislation. Students are advised to consult with the Canada Revenue Agency for the most recent information and updates. (<http://www.cra-arc.gc.ca/menu-e.html>)

5.05 Vacations

The rate of remuneration includes payment in lieu of vacation on the part of the payment designated as employment. There is no vacation allowance for payments designated as scholarship. Graduate Assistants are not expected to render services on statutory holidays or days designated by the University as closed. The GA and the course or research coordinator must agree in writing to any variation from this policy.

5.06 Pensions

Graduate Assistants are not eligible to participate in the University Pension Plan.

5.07 Life Insurance

Graduate Assistants are not eligible to participate in the University's Group Plan Life Insurance.

5.08 Accidental Death and Total Disability Indemnity

Accidental death and specific loss indemnity principal sum is \$50,000 and the total disability indemnity maximum monthly benefit arising from accidental injury is \$500 per month. The premium costs are shared between the graduate student (pays 44% of premium) and the University (pays 56% of premium).

5.09 Canada Pension Plan

Required CPP contributions will be deducted in accordance with current Canada Revenue Agency guidelines. (<http://www.sdc.gc.ca/en/isp/cpp/cpptoc.shtml>)

5.10 Workers Compensation

Graduate Assistants are covered by and may be able to claim benefits under the Workers Compensation Act of Alberta. (www.qp.gov.ab.ca/Documents/acts/W15.CFM)

5.11 Employment Insurance

Required EI contributions will be deducted in accordance with current Canada Revenue Agency guidelines. (<http://www.hrsdc.gc.ca/en/employment/ei/index.shtml>)

ARTICLE 6

TERMINATIONS AND LEAVES OF ABSENCE

6.01 Termination

Termination before the end of the committed term may be effected for cause. Prior written warning should be given. All attempts to rectify the situation are expected. The Department or Program Head should inform the Dean of Graduate Studies immediately if termination for cause of a student in the Faculty of the Faculty of Graduate Studies is contemplated. Adequate notice with reasons for cause must be submitted in writing to the GA and to the Dean of Graduate Studies if possible in advance of the anticipated date of terminating payment.

6.02 Sick Leave

It is expected that short absences due to sickness will be handled in a mutually acceptable *ad hoc* manner. Normally, in the case of a brief illness, the Department/Program shall not withhold any assistantship stipend from the graduate student.

6.03 Income Protection Plan for Extended Illness

- a) If a GA requires an extended absence due to medical reasons the GA shall:
 - i. Provide notification, whenever possible that they require the extended leave
 - ii. Provide documentation to the Department Head and/or the Program Coordinator from a physician that states that the GA is unable to perform his or her duties.

- b) Any long term absence due to illness shall not interrupt payment of a GA appointment (15 calendar days deductible) as long as the GA in question has signed the *Assignment of Assistantship Duties* and commenced that role. The Department/Program will pay 70% of the monthly income for a maximum period of up to four months or 17 weeks. If after this time, the GA still cannot continue a previously agreed upon appointment the Department/Program may seek termination of the GA as outlined in Article 6.01. If the GA can demonstrate financial need, then the Department/Program may consider continuing the appointment and redefining the specific duties by mutual agreement with the GA.

For example, a student on a September to December GA who fell ill on 15 October and was unable to fulfill the balance of the Assistantship, would receive 50% of his/her salary for October (paid salary for 1 – 15 October, then 16 days deductible from 16 – 31 October) and 70% of his/her salary for November and December.

- c) In accordance with article 4.07 of this Agreement, where support is postponed, and where funds are available, the student shall be given priority consideration for at least one year following the leave.

6.04 Leaves of Absence

Departments/Programs and GA students shall refer to Article 4.07 of this Agreement regarding deferral of appointments for medical, childbirth, compassionate or other reasons.

If a GA student requires a leave for special or extenuating circumstances, such as parental, medical or other reasons, the Department/Program may consider continuing the appointment and redefining the specific duties by mutual agreement with the GA.

6.05 Maternity Leave

- a) All female GAs who have completed at least one GA appointment (full or partial) in the period of 12 months prior to the start of the leave and currently hold a GA appointment (full or partial) are entitled to paid maternity leave up to the lesser of one month's pay or the remainder of the current appointment.

- b) The GA must present a medical certificate attesting to the expected date of delivery to the Department Head and submit a written notice at least two weeks before the leave, except when the doctor states that this deadline cannot be observed.

- c) The GA and the Department Head shall record in writing their joint understanding of the anticipated beginning and end dates of the leave.

- d) The leave shall commence no later than the day of birth.
- e) If the end of the leave is within the existing appointment, the returning GA shall be reinstated to her previous position or shall be provided with alternative work of a comparable nature.
- f) Additional leaves of absence or deferral of the GA(T) associated with maternity may also be approved under the provisions of Articles 4.07, 6.02, 6.03 and 6.04 of this Agreement.

ARTICLE 7

COMBINATION WITH OTHER APPOINTMENTS AND DUTIES

- 7.01 A full or partial GA appointment may be held in combination with any other appointment provided that it does not violate the terms of the other appointment. The purpose of partial appointments is not to dilute support but to supplement in order to achieve a level of full funding.

The program coordinator, the supervisor and the student must consider the interplay of various factors in determining any additional remuneration and judge responsibly whether a student's academic program will be jeopardized by his or her service function.

ARTICLE 8

RESOLUTION OF DISPUTES

Disputes shall be settled in accordance with one of the following procedures as applicable, without stoppage of work, refusal to perform work, or lockout.

Please note that the following resolution of disputes process refers ONLY to disputes resulting from non-compliance with the terms of this Agreement. It does NOT apply to disputes over grading of term work, final grades, academic and non-academic misconduct, or rulings of the Faculty of Graduate Studies against individual students.

8.01 Advocacy

The Graduate Students' Association may act as an advocate for students who allege there has been a violation or improper application of the terms of this Agreement. Students have the right to seek advice and guidance from the GSA at any time. The GSA may appoint a representative to assist, accompany or represent the GA under the procedures outlined in this section.

8.02 Process

- I. If a GA encounters difficulties with the interpretation or implementation of the regulations detailed in this Agreement, the GA should, in the first instance, seek clarification and resolution in consultation with the course instructor, or person responsible for supervision of the assigned duties. The GA must seek clarification or resolution within 30 calendar days of becoming aware of the event, incident, or conduct that gave rise to the allegation.
- II. If the matter is still not resolved, the GA should approach, in writing, the Dean of the Faculty in which the GA (T/NT) appointment is held. The Dean, or his/her designate, must respond in writing within 10 business days of being informed of the problem.
- III. If the matter is still not resolved, the GA should inform the Dean of Graduate Studies. The Dean of Graduate Studies shall investigate and deliver a written decision (which can include a recommendation for mediation or arbitration) on the matter to the GA within 15 business days of receipt of the notification of the dispute.
- IV. If the matter has not been resolved to the satisfaction of the GA, he or she may request to the GSA that the dispute be referred to third party dispute resolution procedures as set out in Articles 9 and 10. A request for mediation must occur no later than 10 business days after the decision of the Dean of Graduate Studies. If it is decided to go directly to arbitration rather than mediation, a request for arbitration must be made within 20 business days after the decision of the Dean of Graduate Studies.

8.03 Initiation of Third Party Dispute Resolution Procedures

The GSA or the University may initiate a referral to third party dispute resolution procedures.

The referral may be for an individual grievance, a collective grievance, or an interpretation of an item in this Agreement.

8.04 Decision to Refer to Third Party Dispute Resolution

The decision of the GSA to submit or not to submit a referral to the third party dispute resolution procedures for a collective grievance or an interpretation of an item in this Agreement is final.

ARTICLE 9

MEDIATION

If both the disputing parties agree, a mediation process, to take no more than three business days, will be initiated. Mediation is a process by which the parties come together for open communication of their differences, assisted by a trained mediator, with the intention of reaching a mutual solution for the problem. Mediation is a more informal process than arbitration. The matters discussed in mediation are kept confidential and cannot subsequently be used by one party against the other if mutual agreement is not reached. If either party in the dispute declines mediation, the dispute proceeds directly to arbitration.

9.01 Timeframe

The mediation process must take place within 20 business days of the request to proceed to mediation.

9.02 Length of Mediation Process

The mediation process must be completed, including the final decision, within three business days.

9.03 Extension to Mediation Process

At the end of the last day of mediation, with the mutual consent of both parties, the mediation may be extended.

9.04 Choice of Mediator

Both parties involved in the mediation shall agree upon a mediator from the Alberta government approved list of mediators for Employment, Immigration and Industry currently at <http://employment.alberta.ca/cps/rde/xchg/hre/hs.xsl/187.html>.

If mutual agreement of a mediator from this list cannot be reached, then a mediator from the aforementioned list will be selected at random by the Dean of Graduate Studies and the Provost and Vice President (Academic).

The proposed mediator shall not be a close friend or related to anyone involved in the dispute, nor have collaborated at any time with anyone involved in the dispute.

Contacting the mediator is the responsibility of the party who initiated the original dispute. If the dispute arose during the negotiation of a new Collective Agreement, then responsibility for contacting the mediator will fall to the Dean of Graduate Studies and Provost and Vice President (Academic).

9.05 Attendance during Mediation

The following people are allowed to be present during the mediation process:

- i. The mediator
- ii. Both parties involved in the dispute
- iii. One support person for each party involved in the dispute

9.06 Conduct of Mediation

Normally, nothing in writing is brought to the mediation process. No witnesses are called and there is no testimony. The mediator is present to assist the parties directly involved in the dispute to discuss the problem openly and to come to a solution that is agreeable to both parties. The solution may include a decision to resume bargaining.

9.07 Successful Mediation

Successful mediation is final and binding and results in a letter of agreement signed by all parties in the dispute. The parties shall inform the Dean of Graduate Studies and the Provost and Vice President (Academic) of the success of mediation.

If mediation was a result of a dispute during negotiation of a new Collective Agreement, then the resulting Agreement must be endorsed by both the Graduate Representatives Council and the Provost and Vice President (Academic) before final approval of the new Collective Agreement by the Board of Governors.

9.08 Letter of Agreement

During the mediation process, the confidentiality and disposition of the letter of agreement must be addressed. Both parties must agree on the disposition of the letter. If no agreement can be reached, the dispute must proceed to arbitration.

9.09 Lack of Agreement

If, at any point, the mediation process breaks down because the two parties cannot reach an agreement, the dispute shall go to arbitration. The parties shall inform the Dean of Graduate Studies and the Provost and Vice President (Academic) of the failure of mediation.

All matters that fail to be resolved through mediation will proceed to the Dean of Graduate Studies and the Vice-President (Academic) and Provost who will take action in accordance with Article 10.04 of this Agreement.

9.10 Confidentiality

The discussions that take place during mediation are confidential and private and information shared during the mediation process cannot be used against either party after mediation has concluded, regardless of the outcome.

9.11 Mediation Costs

The Graduate Students' Association and the University shall bear the fees and expense of the mediation process equally.

ARTICLE 10

ARBITRATION

10.01 Initiation of Arbitration

The GSA or the University may initiate a request for arbitration procedures for an individual grievance, a collective grievance, or an interpretation of an item in this Agreement. The GSA or the University may initiate a request for arbitration procedures during the negotiation of a new Collective Agreement.

10.02 Timeframe

Where a request for arbitration is initiated by the GSA, the request shall be submitted in writing to the Dean of Graduate Studies and the Provost and Vice President (Academic) within 20 business days following the decision of the Dean of Graduate Studies regarding disputes resulting from non-compliance with the terms of this Agreement (Article 8.02) or failed mediation during the negotiation of a new Collective Agreement (Article 9.09).

In the event that the request for arbitration is initiated by the University, the Dean of Graduate Studies and the Provost and Vice President (Academic) will arrange for arbitration according to the process outlined below.

If the request for arbitration is the result of failed mediation, the Dean of Graduate Studies and the Provost and Vice President (Academic) will arrange for arbitration within 20 days of the last day of mediation according to the process outlined below.

10.03 Request for Arbitration Document

- a) When submitting a request for a referral to arbitration, the initiator of the request shall:
 - i. Summarize the dispute in writing in a concise document.
 - ii. Refer to the section(s) of the Agreement that are in dispute or require interpretation.
 - iii. State the relief or remedy sought.
- b) If arbitration is sought as a result of negotiation of a new Collective Agreement, both parties involved shall:
 - i. Summarize the dispute in writing in a concise Statement of Facts.
 - ii. Refer to the section(s) of the Agreement that are in dispute and explain their position with regards to each section.
 - iii. State their financial position and reasons for this position if financial matters are in dispute.
 - iv. State the relief or remedy sought.

10.04 Action of the Dean of Graduate Studies and Provost and Vice President (Academic)

Upon receipt of a referral to arbitration, the Dean and Provost and Vice President (Academic) shall:

- i. Investigate the matter.
- ii. Submit a written proposed resolution to the appellant within ten business days of the receipt of the referral to arbitration.

10.05 Response of the Appellant

The appellant may accept the proposed resolution as satisfactory or, within ten business days of the receipt of the proposed resolution from the Dean of Graduate Studies and the Provost and Vice President (Academic), may request that the Dean and the Provost and Vice President (Academic) refer the case to an arbitrator. It is the responsibility of the Dean of Graduate Studies and the Provost and Vice President (Academic) to arrange the arbitration according to the process below.

10.06 Arbitrator

The Arbitrator must be experienced in the resolution of disputes and a person listed on one of the following lists:

- a) The Alberta Government Employment, Immigration and Industry Grievance Arbitration Roster currently at <http://employment.alberta.ca/cps/rde/xchg/hs.xsl/184.html>
- b) A Calgary-based member of the National Academy of Arbitrators at http://naarb.org/member_list.asp

Both parties involved in the arbitration process shall mutually agree on an arbitrator. If the two parties cannot agree on an arbitrator, then an arbitrator from these two lists will be selected at random by the Dean of Graduate Studies and the Provost and Vice President (Academic).

The proposed arbitrator must not be involved in the dispute, a close friend or related to anyone involved in the dispute, or have collaborated at any time with anyone involved in the dispute.

10.07 Timing of Arbitration

The arbitrator must confirm his/her availability and schedule a hearing within ten business days upon receipt of the request of arbitration. If this does not occur within the ten day period, a second arbitrator will be selected from the lists in section 10.06. The arbitration shall be held within 30 business days of the arbitrator's confirmation of availability. The arbitration process shall take no longer than two business days.

10.08 Statement of Facts

At least five business days before the hearing, the parties will provide a Statement of Facts to the arbitrator. The Statement of Facts normally will consist of two sections. The first section will include all facts that can be mutually agreed upon. The second section will outline the facts that cannot be mutually agreed upon but that each party considers relevant and intends to bring forward at the hearing.

10.09 Arbitration Hearing

The arbitrator normally shall not decide the dispute without a hearing. The arbitrator will receive and consider written submissions and hear oral submissions from both parties involved. Both parties involved have the right to have witnesses give testimony, to cross-examine such witnesses, and to present oral arguments. The arbitrator may request oral or written testimony from other parties involved in the dispute.

Hearings before an arbitrator shall be in private.

10.10 Arbitrator's Decision

The arbitrator shall issue a letter, usually not longer than two pages, indicating his/her decision within thirty business days of the hearing. The decision is final and binding.

10.11 Arbitration Costs

The Graduate Students' Association and the University shall bear the fees and expenses of the arbitration equally.

ARTICLE 11

PROCEDURES FOR AMENDMENT OF THIS COLLECTIVE AGREEMENT

11.01 Duration of Collective Agreement

This Agreement shall be in place beginning 1 May 2008 and ending 30 April 2011. Notice to commence collective bargaining shall be given by the GSA to the Vice President (Finance and Services) no later than November 15 in the final year of agreement. Failure to give notice to commence collective bargaining shall cause the Agreement to be renewed on a year-to-year basis. If notice to bargain is given, then the terms and conditions of this Agreement shall remain in place until a new Agreement is agreed to.

11.02 Composition of the Negotiating Committee

No later than 15 November, the names of the members of the Negotiating Committee shall be communicated amongst the units involved: the Faculty of Graduate Studies, the Graduate Students' Association, and the Office of the Vice President (Finance and Services).

The Negotiation Committee shall consist of no more than five members per side (the Office of the Vice President (Finance and Services) and the GSA). The Faculty of Graduate Studies will participate as a resource to both sides.

11.03 Exchange of Initial Positions

No later than 15 December, there will be an exchange in writing of initial positions that set out specific changes to the Agreement other than those involving remuneration and benefits. No later than 15 February, there will be a simultaneous exchange in writing of initial positions that set out specific changes to the Agreement relating to remuneration and benefits (Article 5), terminations and leaves of absence (Article 6).

11.03 Modification of Timing

Through an exchange of letters, any one of the three parties may request that the timing and dates governing procedures for the amendment of this Agreement may be modified. Where such modification is requested, it may not be unreasonably denied.

11.05 Negotiations

Discussion shall take place within the Negotiating Committee to arrive at agreed positions with respect to issues raised in the initial written position papers. With the consent of members on the Negotiating Committee, issues other than those raised in the initial written position papers may be raised and considered during negotiations.

11.06 Endorsement and Approval of Agreement

Upon reaching agreement on the revisions to the Collective Agreement, the Agreement will be submitted to the Graduate Representatives Council and the Vice President (Finance and Services) for endorsement. Once endorsed by the required bodies, the Agreement will be forwarded to the Provost and Vice President (Academic) for transmission to the Board of Governors for approval.

11.07 Action in the Case of Failure to Endorse the Agreement

If the Graduate Representatives Council or the Vice President (Finance and Services) fails to endorse the agreement, the negotiators will reconvene and attempt to reach agreement.

11.08 Failure to Reach Agreement

In the event that the negotiators are unable to reach an agreement, the steps for dispute mediation as outlined in Article 9 will be followed in an effort to reach agreement. Should attempts at mediation (Article 9) not result in a final Agreement the steps for arbitration of the agreement as outlined in Article 10 will be followed.

11.09 Presentation of Arbitrated Agreement

The decision(s) of the arbitrator shall be communicated to the Negotiating Committee in writing. The arbitrated agreement shall be presented to the Board of Governors and the Graduate Representatives Council for information. Normally, the Agreement shall become effective on 1 May.

SCHEDULE A
STIPEND AND SALARY FOR ONE 4-MONTH GA APPOINTMENT

2011-2012

<i>Stipend</i>	<i>Salary</i>	<i>Total Compensation*</i>
\$2,652.43	\$5,304.86	\$7,957.29

Note 1: Compensation rate for 2011-2012 is based on 0% increase from 2010.

2012-2013

<i>Stipend</i>	<i>Salary</i>	<i>Total Compensation*</i>
\$2,705.47	\$5,410.93	\$8,116.40

Note 2: Compensation rate for 2011-2012 is based on an annual 2% increase from rates of the year prior.

2013-2014

<i>Stipend</i>	<i>Salary</i>	<i>Total Compensation*</i>
\$2,793.39	\$5,586.79	\$8,380.18

Note 3: Compensation rates for 2012-2013 are based on an annual 3.25% increase from rates of the year prior.

**Stipend + Salary = Compensation*

STIPEND AND SALARY FOR ONE 4-MONTH PARTIAL GA APPOINTMENT

2011-2012

	<i>Stipend</i>	<i>Salary</i>	<i>Total Compensation*</i>
One-half (6 hr/wk)	\$1,326.21	\$2,652.43	\$3,978.64
One-third (4 hr/wk)	\$884.14	\$1,768.29	\$2,652.43
One-quarter (3 hr/wk)	\$663.11	\$1,326.21	\$1,989.32

2012-2013

	<i>Stipend</i>	<i>Salary</i>	<i>Total Compensation*</i>
One-half (6 hr/wk)	\$1,352.73	\$2,705.48	\$4,058.21
One-third (4 hr/wk)	\$901.82	\$1,803.66	\$2,705.48
One-quarter (3 hr/wk)	\$676.37	\$1,352.73	\$2,029.10

2013-2014

	<i>Stipend</i>	<i>Salary</i>	<i>Total Compensation*</i>
One-half (6 hr/wk)	\$1,396.69	\$2,793.41	\$4,190.10
One-third (4 hr/wk)	\$931.13	\$1,862.28	\$2,793.41
One-quarter (3 hr/wk)	\$698.35	\$1,396.69	\$2,095.04

LETTER OF UNDERSTANDING

BETWEEN

THE GRADUATE STUDENTS ASSOCIATION

AND

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

Re: EMPLOYEES FORMERLY KNOWN AS TRUST

The Parties agree that;

a decision by the Alberta Labour Board in May of 2008, affected a group of Graduate Students employed at the University of Calgary in positions funded by Trust accounts,


the term "Graduate Student, Fixed Term" will be used to describe a Graduate Student who is employed in a position that is dependent on funding from grants and/or Trust accounts,

Graduate Students, Fixed Term will be required to have a completed contract (see Appendix C attached) outlining the terms and conditions of his/her employment,

Articles 4.10, 8, 9 and 10 regarding Assignment of Duties, Resolution of Disputes, Mediation and Arbitration will apply to Graduate Students, Fixed Term,

no other terms and conditions of the GSA Collective Agreement apply to the Graduate Students, Fixed Term.

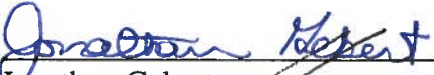
Signed on Behalf of:



Alan Harrison, PhD
Provost and Vice President (Academic)

18 April 2011

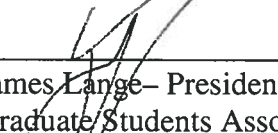
Date



Jonathon Gebert
Vice-President (Finance and Services)

4/15/11

Date



James Lange – President
Graduate Students Association

April 15, 2011

Date

Assignment of Assistantship Duties

Graduate Assistant: _____ **Instructor(s) of Record:** _____

Course / Section: _____ **Department / Faculty:** _____

Appointment: Full / Half / Third / Quarter **Term of Appointment:** _____

If this is a revised contract, circle the sections that have changed: 1 2 3 4 5 6 7 8 9 10

Graduate Assistant's Copy Department Copy Copy sent to contracts@gsa.ucalgary.ca

	Total Hours
1. Attendance at lectures	

2. Course Reading	
--------------------------	--

3. Lecturing, Leading, Supervising, and Preparation			
	Preparation Time	Delivery Time	# of Times Delivered
Lectures			
Tutorials			
Labs			

4. Grading			
Assignment	% of Final Grade	Training	Grading

5. Student Contact	
Office Hours	
Electronic communication	

6. Contact with instructor(s) of record	
Meetings	
Other communication	

7. Updating Blackboard or other course resources	
Training	
Updating	

8. Other Duties (provide a brief description)	

9. Contingency	
-----------------------	--

10. TOTAL HOURS:	
-------------------------	--

Estimated distribution of hours over the term																	
Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Hours																	

By signing this you acknowledge that you have reviewed the contract and that you agree it represents a reasonable distribution of hours and responsibilities for your GA(T).

Graduate Assistant: _____ **Date:** _____

By signing this you acknowledge that you have reviewed the contract and that, to the best of your knowledge, it complies with the Collective Agreement between the Graduate Students' Association and the University of Calgary.

Dept. Head or Equivalent: _____ **Date:** _____

By signing this you acknowledge that, barring unforeseen circumstances, this contract accounts for all the responsibilities that will be expected of the GA and all the hours that will be required for the GA to meet these responsibilities.

Instructor(s) of Record: _____ **Date:** _____

“Attendance at lectures” = _____ hours / week x _____ weeks

1. The contract must include a reasonable amount of time for the TA to read relevant course materials. A GA cannot be expected to have read any course materials prior to the appointment. If, however, the GA is sufficiently familiar with the text that re-reading is not necessary, no time should be allotted. Determining a GA’s familiarity with a text must be done in consultation with the GA.

2. The formula for total hours is: "Preparation" + ("Delivery" x "Times Delivered").

The amount of time allotted for preparation of a lecture, lab, or tutorial will vary depending on the nature of the class and the GA’s experience. Any preparation that is required must be accounted for here. For Lectures and Tutorials where lecturing is required, at least one hour of preparation should be allocated for each hour of delivery.

3. Under the Collective Agreement a GA is not authorized to make recommendations on more than 50% of an individual student's final grade.

“Training”: GAs must receive training for every item of grading they are assigned. Some GAs may have enough expertise in a particular type of grading that more training is not required, though determining this must be done in consultation with the GA.

4. “Office Hours” = _____ hours / week x _____ weeks.

If the GA is expected to have any contact with students outside of office hours (ie. e-mail, phone, etc.) a reasonable number of hours must be included here.

5. Must be included if the TA is expected to have any contact with the instructor(s) of record (meetings, phone, e-mail, etc.).

6. “Training”: GAs must be trained in the use of all web-based applications they are required to use. This includes uploading marks or course materials onto Blackboard. Some GAs may have enough experience that more training is not required, though determining this must be done in consultation with the GA.

7. Must comply with 3.01 of the Collective Agreement: “graduate assistant functions shall not include routine duties commonly associated with secretarial, clerical, technical, or administrative work not directly related to the GA’s teaching or research duties.”

8. It is strongly recommended that some contingency hours be built into the contract.

9. Totals hours for the term must not exceed 204 hours for a full appointment, 102 hours for a one-half appointment, 68 hours for a one-third appointment, and 51 hours for a one-quarter appointment. GAs shall normally work no more than an average of 12 hours per week.

10. Totals hours for the term must not exceed 204 hours for a full appointment, 102 hours for a one-half appointment, 68 hours for a one-third appointment, and 51 hours for a one-quarter appointment. GAs shall normally work no more than an average of 12 hours per week.

Assignment of Assistantship Duties (Non-Teaching)

Graduate Assistant: _____ **Research Coordinator:** _____

Faculty/Department: _____

Appointment: Full / Half / Third / Quarter **Term of Appointment:** _____

Please indicate if this is a revised contract:

Graduate Assistant's Copy Department Copy Copy sent to contracts@gsa.ucalgary.ca

DESCRIPTION OF DUTIES (PROVIDE A BRIEF DESCRIPTION)	

Estimated distribution of hours over the term																	
Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Hours																	

By signing this you acknowledge that you have reviewed the contract and that you agree it represents a reasonable distribution of hours and responsibilities for your GA(NT).

Graduate Assistant: _____ **Date:** _____

By signing this you acknowledge that you have reviewed the contract and that, to the best of your knowledge, it complies with the Collective Agreement between the Graduate Students' Association and the University of Calgary.

Dept. Head or Equivalent: _____ **Date:** _____

By signing this you acknowledge that, barring unforeseen circumstances, this contract accounts for all the responsibilities that will be expected of the GA, and all the hours that will be required for the GA to meet these responsibilities.

Research Coordinator: _____ **Date:** _____

Alan Harrison for
Alan Harrison, PhD

Provost and Vice President
(Academic)

18 April 2011
Date

Penny Bardsley *April 18, 2011*
Witness Date

Penny Bardsley

Jonathon Gebert
Jonathon Gebert
Vice President (Finance and
Services)

4/15/11
Date

R Sh
Witness
ROBIN SINGH

April 18/11
Date

James Lange
James Lange, President
Graduate Students
Association

15 April 2011
Date

Leik Ho *16 April 11*
Witness Date