

Collective Agreement  
Between

The Board of Governors of the  
University of Calgary



**UNIVERSITY OF  
CALGARY**

And

The Graduate Students' Association



May 1, 2014- April 30, 2016

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## ARTICLE 1: DEFINITIONS

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1.1 In this Agreement, the following definitions apply:

- a) "Board" refers to the Board of Governors of the University of Calgary;
- b) "Business day" refers to the days of the week Monday through Friday and does not include Saturday, Sunday, or any official holiday observed by the University;
- c) "Course Instructor" refers to the person responsible for the supervision of the assigned duties of a Graduate Assistant (Teaching);
- d) "Department Head or equivalent" refers to the Department Head of a department in departmentalized faculties or to the equivalent position such as associate dean, assistant dean, or other in non-departmentalized faculties. In some faculties, this may also include the graduate program director;
- e) "Graduate Assistantship", "Graduate Assistant" refers to the general category of appointments covered by this Collective Agreement and includes all three appointment categories;
- f) "Graduate student" refers to a student who is a registrant in a program of study leading to a Master's or doctoral certificate, diploma or degree in the Faculty of Graduate Studies;
- g) "Grant funds", "Grant-funded" refers to funds held by an individual academic staff member derived from either external or internal sources;
- h) "GSA" refers to the Graduate Students' Association of the University of Calgary;
- i) "Parties" refers to the Graduate Students' Association and the Board;
- j) "Researcher" refers to the person responsible for the supervisor of the assigned duties of Graduate Assistant (Non-teaching) or a Graduate Assistant (Research).

## ARTICLE 2: RECOGNITION

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2.1 The Board recognizes, in accordance with the Post-Secondary Learning Act, that the GSA has the exclusive authority, on behalf of graduate students, to negotiate and enter into an agreement with respect to the employment of graduate students with the Board.

2.2 Only graduate students may receive appointments under this Collective Agreement.

In the event that a graduate student receives an assistantship during the final term of his/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.

### 2.3 Levy

The Board agrees to deduct the levy assessed by the GSA from the scholarships and salaries payable to all Graduate Assistants covered by this Agreement.

The GSA shall ensure that the Payroll Manager receives written notice of any change in the amount of the levy to be deducted no later than one week prior to the first day of the month in which the change is to be effected. A change in the amount of the levy to be deducted will not be implemented retroactively.

The levy deducted shall be remitted to the GSA no later than the fifteenth (15th) day of the month following the month in which the deduction is made and shall be accompanied by a monthly remittance report including the following information:

- name
- period of appointment
- level of appointment
- appointment category
- faculty
- department
- remuneration during the pay period for which a levy was deducted
- levy deducted

### 2.4 Information

At the beginning of each academic term, the Board shall provide the GSA with the following information on the Graduate Assistantships made:

- name
- period of appointment
- level of appointment
- appointment category
- faculty
- department
- remuneration (total of salary and scholarship) (GA(T)s and GA(NT)s only)
- hourly rate (GA(R)s only)

The GSA agrees to respect the confidentiality of personal information and the privacy of individuals and undertakes that information provided shall not be published or otherwise used in ways that could result in the identification of individuals.

### ARTICLE 3: MANAGEMENT RIGHTS

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- 3.1 The GSA recognizes the power, authority, right and responsibility of the Board to manage the operations of the University of Calgary in all respects, except as specifically abridged or modified by this Agreement. The Board agrees that it will exercise its management functions in a manner which is not inconsistent with the provisions of this Agreement.

### ARTICLE 4: DISCRIMINATION AND HARASSMENT

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- 4.1 The Board is committed to providing a respectful, safe and supportive learning, working and living environment in which there is respect for the dignity of all, fair treatment of individuals and an environment free of harassment.

Harassment may be a single incident or series of incidents, may involve an individual or group of individuals, and may take verbal, written, graphic or physical forms. Harassment may occur during work or school hours or not, and on or off campus and will be considered where there is a sufficient connection between the conduct and the Board.

No Graduate Assistant or representative of the GSA or the Board shall be subjected to harassment or discrimination by any Graduate Assistant or representative of the GSA or the Board by reason of race, political or religious affiliation or beliefs, colour, sex, sexual orientation, gender identity, physical characteristics, marital status, family relationships, age, ancestry or place of origin, or membership or activity in the GSA. The foregoing does not apply with respect to a refusal, limitation, specification, or preference based on a bona fide occupational qualification.

- 4.2 This article is not intended to limit or constrain the reasonable exercise of supervisory or management functions in the workplace such as, but not limited to:
- a) Performance evaluations based on work performance;
  - b) Imposition of discipline;
  - c) a managerial directive; or
  - d) a denial of a request for time off.

### ARTICLE 5: APPOINTMENTS

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#### 5.1 Categories of Appointment

A Graduate Assistantship is made to assist a graduate student to pursue his/her studies toward a graduate degree. Departments appoint Graduate Assistants to perform work related to areas of a department's academic discipline. There are three categories of assistantship: Graduate Assistant (Teaching), Graduate Assistant (Non-Teaching) and Graduate Assistant (Research).

Graduate Assistant duties shall not include routine duties commonly associated with secretarial, clerical, technical or administrative work not directly related to the Graduate Assistant's teaching or research duties.

a) Graduate Assistant (Teaching)

A Graduate Assistantship (Teaching) is an appointment to assist with the instructional responsibilities of departments. The duties of a Graduate Assistantship (Teaching) may include teaching or instructional service, lecturing assistance, laboratory supervision, being available for office hours, grading assignments, providing tutorial direction and assisting in the preparation of demonstration and instructional aids.

Academic staff members have the non-delegable responsibility for assigning the final grades in any course or section of a course. An individual Graduate Assistantship (Teaching) is not authorized to make recommendations on more than 50% of an individual student's final grade.

b) Graduate Assistant (Non-Teaching)

A Graduate Assistantship (Non-Teaching) is an appointment made out of funds normally held by the Department Head or equivalent to assist departments and/or academic staff with research responsibilities. The duties, distinct from the graduate student's program of study, may include collecting research data, interviewing research subjects, conducting bibliographic work, performing general research services and carrying out academic projects.

c) Graduate Assistant (Research)

A Graduate Assistantship (Research) is an appointment made out of funds held by a Researcher to assist with his/her research responsibilities. The duties, distinct from the graduate student's program of study, may include collecting research data, interviewing research subjects, conducting bibliographic work, performing general research services and carrying out academic projects.

5.2 The Parties shall agree on the appointment letters to be issued to hire all categories of graduate assistant appointments. These letters shall include:

- Period of appointment
- Category of appointment
- Level of appointment
- Rate of pay
- Course name and number (GA(T)s only)
- Brief description of duties (GA(NT)s only)
- Dates of appointment

Appointment details for Graduate Assistant (Teaching) and Graduate Assistant (Non-Teaching) are outlined in article 5.3

Appointment details for Graduate Assistant (Research) are outlined in article 5.4

5.3 Graduate Assistant (Teaching) and Graduate Assistant (Non-Teaching) Appointments

a) Appointment Periods

Appointments will normally be made during the following periods, closely following the academic terms:

Fall term: September- December (17 week period)  
Winter term: January- April (17 week period)  
Spring term: May-June (9 week period)  
Summer term: July-August (9 week period)

b) Level of Appointment and Normal Hours of Work

Appointments may only be made as follows:

<u>Appointment</u>	<u>Normal hours of work/period</u>
Full-time	204
One-half	102
One-third	68
One-quarter	51
One-sixth	34

The normal hours of work assigned to a full-time appointee is 12 hours a week during the Fall and Winter terms and may vary from week to week. Part-time appointments will have the normal hours of work pro-rated.

It is recognized that appointees in the Spring and Summer terms will perform more hours a week, and that these hours may also vary from week to week, given the shorter period of appointment.

Duties should not cause the Graduate Assistant (Teaching) or Graduate Assistant (Non-Teaching) to work a significant number of additional hours over and above these norms. Where in any week an appointee is requested to work more than twelve hours, advance notification and/or consultation with the Graduate Assistant (Teaching) or Graduate Assistant (Non-Teaching) is required to ensure that the increased number of hours will not be so large as to hinder normal progress of the program of study and research. In this context, the Graduate Assistant (Teaching) or Graduate Assistant (Non-Teaching) is advised to consult with his/her Course Instructor or Researcher if it is felt that normal progress cannot be maintained.



c) Employment Contracts

As soon as is feasible before the appointment is to begin, the Department Head or equivalent shall provide a graduate student with an Offer of Employment, using the template approved by the Parties. The graduate student shall accept or reject the Offer of Employment in writing.

Prior to the commencement of the appointment, unless otherwise not possible, the Course Instructor and the Graduate Assistant (Teaching) will discuss the contract and complete the assignment of duties form.

Prior to the commencement of the appointment, unless otherwise not possible, the Department Head/Researcher and the Graduate Assistant (Non-Teaching) will discuss the contract and complete the assignment of duties form.

Copies of all employment contracts will be given to the graduate student, with a copy sent to Human Resources (gsahr@ucalgary.ca) and the GSA (contracts@gsa.ucalgary.ca).

d) Changes to Employment Contracts

The Parties recognize that there may be changes in the funding available to departments or in the operational requirements of departments after employment contracts are issued to Graduate Assistants (Teaching) and Graduate Assistants (Non-Teaching).

- Cancellation of the contract prior to the commencement of the academic term
  - 1) The graduate student will be offered an equivalent position; or
  - 2) in the event that an equivalent position is not available or the student elects not to accept the equivalent position, a cancellation fee of five-hundred dollars (\$500) will be paid as salary.
  
- Cancellation of the contract on or after the commencement of the academic term
  - 1) The graduate student will be offered an equivalent position; or
  - 2) if the student elects not to accept the equivalent position, a cancellation fee equivalent to the scholarship portion of the contract will be paid; or
  - 3) in the event that an equivalent position is not available, the student will be paid the total value of the contract as scholarship.

For the purposes of this article, an equivalent position will be either a Graduate Assistantship (Teaching) or a Graduate Assistantship (Non-Teaching) with the same period of appointment, level of appointment and a set of duties the graduate student is able to perform.

e) Limits on Graduate Assistantships (Teaching) or Graduate Assistantships (Non-Teaching)

Graduate students registered on a full-time basis with the Faculty of Graduate Studies will not normally be appointed to more than one and a half (1.5) full-time or equivalent appointments per academic term, and in no case more than two (2) full-time or equivalent appointments per academic term. The Department Head, Course Instructor/Researcher and the graduate student must consider the interplay of various factors in determining any additional appointments and judge responsibly whether a graduate student's academic program will be jeopardized by his or her additional appointment. A full or partial appointment may be held in combination with any other appointment provided that it does not violate the terms of the other appointment.

Graduate students registered on a part-time basis with the Faculty of Graduate shall in no case be eligible for more than one-half or equivalent appointment.

f) Performance

There is no probationary period for Graduate Assistantships (Teaching) or Graduate Assistantships (Non-Teaching). Department Heads or equivalents must ensure that Graduate Assistants (Teaching) and Graduate Assistants (Non-Teaching) are trained and supervised for the duties to be performed and develop departmental guidelines to promote these activities. Course Instructors should meet with Graduate Assistants (Teaching) and Graduate Assistants at least once towards the middle of the period of appointment to discuss performance and provide feedback in writing. Departments are also encouraged to provide each Graduate Assistant with written performance feedback within one month of completion of the GA assignment. Copies will be given to the GA and another kept in the departmental files.

g) Training

Mandatory training time will be included toward fulfillment of the Graduate Assistant's hours for the period of appointment.

A Graduate Assistant (Teaching) and Graduate Assistant (Non-Teaching) in full-time appointments may opt for additional professional development and will be permitted to use one (1) hour of their appointment for professional development, subject to the approval of the professional development by the Department Head or equivalent.

5.4 Graduate Assistant (Research) Appointments

a) Duration of appointments

Graduate Assistants (Research) may be hired for periods of up to twelve (12) months. Contracts may be extended or renewed, but carry no implication of extension or renewal.

b) Hours of work

Graduate Assistants (Research) may work up to 450 hours in one academic year.

The Researcher and the graduate student must consider the hours of work and judge responsibly whether a graduate student's academic program will be jeopardized by his or her additional work hours.

The onus is on the student to verify the terms and conditions of an alternate funding source to ensure compliance.

c) Graduate Assistant (Research) Employment Contracts

The Researcher and the graduate student will complete an employment contract, using the template approved by the Parties.

d) Training

Mandatory training time will be included toward fulfillment of the Graduate Assistant's hours for the period of appointment.

e) Termination of employment contracts

A Researcher may terminate an employment contract in excess of forty (40) hours of work or in excess of one month in duration without cause due to changes in operational requirements, lack of funding or poor job performance.

Researchers will provide ten (10) business days' notice or thirty (30) hours pay in lieu of notice.

5.5 Departmental Responsibilities

Departments shall provide appropriate work space and resources as necessary to allow Graduate Assistants to perform their duties, such as, keys to mailrooms, offices, classrooms, and support services, as well as access to confidential meeting space.

## ARTICLE 6: REMUNERATION AND BENEFITS

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6.1 Remuneration

The remuneration of a Graduate Assistant (Teaching) and Graduate Assistant (Non-Teaching) consists of two components:

- scholarship (one-half)
- salary (one-half)

The remuneration of a Graduate Assistant (Research) consists only of an hourly salary.

The remuneration for all appointments is listed in Schedule A.

## 6.2 Payment

For Graduate Assistants (Teaching) and Graduate Assistants (Non-Teaching), payments will be made on a semi-monthly basis (10<sup>th</sup> and 25<sup>th</sup> of the month or the immediate preceding business day if those dates do not fall on a business day) and over the period of 17 weeks during the Fall and Winter terms or 9 weeks during the Spring and Summer terms.

For Graduate Assistants (Research), payments will be made on a semi-monthly basis (10<sup>th</sup> and 25<sup>th</sup> of the month or the immediate preceding business day if those dates do not fall on a business day), based on the hours of work reported during the period immediate preceding the pay period.

Department Heads or equivalent have the authority to approve a truncated payment schedule within the period of appointment in exceptional circumstances.

## 6.3 Vacation

The remuneration for all appointments includes payment in lieu of vacation.

## ARTICLE 7: LEAVES

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### 7.1 Disability Leave

- a) A Graduate Assistant must notify her/his Department Head or equivalent, Course Instructor or Researcher at the commencement of the disability leave as to the expected duration of an illness or injury, as is appropriate.
- b) Graduate Assistants (Teaching) and Graduate Assistants (Non-Teaching) shall be granted disability leave at 100% of remuneration, if they are disabled from performing duties as a result of her/his illness or injury, for a period of up to ten (10) business days.

Graduate Assistants (Research) shall be granted disability leave at 100% of the daily average of earnings over the preceding ten (10) business days, if they are disabled from performing duties as a result of her/his illness or injury, for a period of up to ten (10) business days.

- c) When Graduate Assistants (Teaching) and Graduate Assistants (Non-Teaching) are disabled from performing duties as a result of illness or injury beyond ten (10) business days, they will receive 70% of remuneration for the duration of the disability or until the end of the

contract, whichever is earlier.

When Graduate Assistants (Research) are disabled from performing duties as a result of illness or injury beyond ten (10) business days, they will receive remuneration equivalent to 70% of the daily average of earnings in the preceding twenty (20) business days for the duration of the disability or until the end of the contract or semester, whichever is earlier.

Medical information may be required to support absences due to illness or injury that are greater than ten (10) business days. The Department Head or equivalent shall request this information through the Board's Staff Wellness Centre. The Staff Wellness Centre will act as an intermediary between the Graduate Assistant and the Department Head or Researcher.

The cost of acquiring the medical information will be reimbursed.

## 7.2 Maternity Leave

- a) Maternity leave is available to all female Graduate Assistants who hold an appointment at the time of birth of the child:
  - i. For those who hold their first Graduate Assistant appointment, they are entitled to a leave without pay of fifteen (15) weeks or until the end of the appointment, whichever is earlier.
  - ii. For those who have completed at least one Graduate Assistant appointment (full or partial) in the 12 months prior to the birth of the child of the leave and hold a Graduate Assistant appointment (full or partial), they are entitled to a leave with pay of fifteen (15) weeks, or until the end of their contract, as follows:
    1. Graduate Assistants (Teaching) and Graduate Assistants (Non-Teaching): 70% of the rate of remuneration outlined in Schedule A.
    2. Graduate Assistants (Research): 70% of the daily average of earnings in the twenty (20) business days preceding the commencement of the leave
- b) The Graduate Assistant must provide at least two (2) weeks' notice of the leave to her Department Head or equivalent, Course Instructor or Researcher before the anticipated commencement of the leave.
- c) The birth mother shall commence her leave no later than the day of birth and must take least six weeks of maternity leave after the birth of her child.
- d) The Graduate Assistant must provide at least two (2) weeks' notice of return from leave to her Department Head or equivalent, Course Instructor or Researcher. If the end of the leave is within the existing appointment, the returning Graduate Assistant shall be

reinstated to her previous position or shall be provided with the duties outlined in the contract or alternative work of a comparable nature.

### 7.3 Partner Leave

A Graduate Assistant who is the spouse or domestic partner of a woman who has given birth is entitled to five (5) business days of leave with pay. The leave shall commence no earlier than the birth of the child and no later than five (5) business days after the birth of the child. The Graduate Assistant must provide at least two (2) weeks' notice of the leave to his/her Department Head or equivalent, Course Instructor or Researcher before the anticipated commencement of the leave. The returning Graduate Assistant shall be reinstated to his/her previous position or shall be provided with the same duties or alternative duties of a comparable nature.

### 7.4 Bereavement Leave

All Graduate Assistants are eligible for a leave with pay of up to five (5) business days to attend the funeral of an immediate family member, which includes the mother, father, brother, sister, spouse, child and grandparent.

### 7.5 Compassionate Care Leave

All Graduate Assistants are entitled to a leave without pay to become a caregiver for a gravely ill family member of up to eight (8) weeks. The Graduate Assistant must provide ten (10) business days' notice of the leave, or as is appropriate given the circumstances, to his/her Department Head or equivalent, Course Instructor or Researcher before the anticipated commencement of the leave. The returning Graduate Assistant must provide at least ten (10) business days' notice of return from leave to his/her Department Head or equivalent, Course Instructor or Researcher and shall be reinstated to his/her previous position or shall be provided with the same duties or alternative duties of a comparable nature.

### 7.6 Deferral of a Graduate Assistant (Teaching) or Graduate Assistant (Non-Teaching) Appointment

After consultation with the Department Head or equivalent, a Graduate Assistant (Teaching) or Graduate Assistant (Non-Teaching) may request the postponement of his/her appointment for any term for disability, bereavement, compassionate care, childbirth or parental reasons. When the request is approved and when funds are available, the student shall be given priority consideration for at least one year following the deferral.

## ARTICLE 8: HEALTH AND SAFETY

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- 8.1 The Board is committed to ensuring that the workplaces within which Graduate Assistants perform their duties are safe. A Graduate Assistant shall be provided with training and protective equipment appropriate to the duties.
- 8.2 A Graduate Assistant is responsible to maintain a safe work environment and to follow safe working procedures.
- 8.3 Where a Graduate Assistant considers that another person is performing work in an unsafe manner or that the work or workplace is unsafe, the Graduate Assistant shall immediately make a report to the Department Head or equivalent.
- 8.4 A Graduate Assistant shall not be required to perform his or her duties when the work or workplace is considered to be unsafe. If a Graduate Assistant 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.
- 8.5 At any time, a Graduate Assistant has the right to request that an Environmental Health and Safety Officer inspect the workplace.

## ARTICLE 9: DISCIPLINE

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- 9.1 There shall be no discipline without just and sufficient cause.
- 9.2 A Graduate Assistant is entitled to representation from the GSA during any discussion about alleged misconduct.
- 9.3 Any disciplinary action must be in writing to the Graduate Assistant, with a copy to the GSA and the Dean of Graduate Studies.

## ARTICLE 10: JOINT COMMITTEE

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- 10.1 There shall be a Joint Committee consisting of two (2) representatives appointed by the GSA and two (2) representatives appointed by the Board.
- 10.2 The purpose of the Committee is to review matters of mutual interest arising from the application of this Collective Agreement and to foster communications and co-operation between the Parties. The Committee shall not have the power to deal with any matters which are properly the subject of a grievance or negotiation.
- 10.3 The Committee shall meet whenever the need arises, but at least every academic term.

## ARTICLE 11: GRIEVANCE PROCEDURE

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- 11.1 Disputes arising in regards to the application of this Collective Agreement shall be settled in accordance with these grievance procedures, without stoppage of work, refusal to perform work or lockout.
- 11.2 The GSA may act as an advocate for Graduate Assistants who allege there has been a violation or improper application of the terms of this Collective Agreement. Graduate Assistants 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 Graduate Assistant under the grievance procedures.
- 11.3 Individual Grievance Procedure
- a) Should a Graduate Assistant allege that there has been a violation or improper application of the terms of this Collective Agreement, the Graduate Assistant should, in the first instance, seek clarification and resolution in consultation with the Course Instructor or Researcher within five (5) business days of becoming aware of the event, incident, or conduct that gave rise to the allegation. The Course Instructor or Researcher has five (5) business days to respond in writing.
  - b) If the matter is still not resolved, the Graduate Assistant may submit a grievance in writing to the Department Head or equivalent within five (5) days of the conclusion of the previous step. The Department Head or equivalent must respond in writing within five (5) business days of being informed of the grievance.
  - c) If the matter is still not resolved, the Graduate Assistant may submit a grievance to the Dean of the Faculty and the Dean of the Faculty of Graduate Studies within five (5) days of the conclusion of the previous step. The Dean of the Faculty of Graduate Studies shall investigate and deliver a written grievance response to the Graduate Assistant within five (5) business days of receipt of the grievance.
  - d) If the matter has not been resolved to the satisfaction of the Graduate Assistant, the GSA has the authority to refer the grievance to mediation or arbitration.
- 11.4 Collective or Policy Grievance Procedure
- a) Should the GSA or the Board allege that there has been a violation or improper application of the terms of this Collective Agreement, either Party may submit a grievance in writing to the other Party within five (5) days of becoming aware of the event, incident, or conduct that gave rise to the grievance. The GSA shall submit any such grievance to the Dean of the Faculty of Graduate Studies. The Board shall submit any such grievance to the Vice- President (Academic) of the GSA. The Parties shall meet within five (5) business days of the receipt of the grievance. The Party in receipt of the grievance will respond to the other Party



within five (5) business days of the meeting.

- b) If the matter is still not resolved, the GSA or the Board may submit the grievance in writing to the President of the GSA or the Provost and Vice-President (Academic), as is appropriate, within five (5) days of the conclusion of the previous step. The President of the GSA or the Provost and Vice-President (Academic) shall investigate and respond in writing to the other Party within five (5) business days of receipt of the grievance.
- c) If the grievance has not been resolved, either Party may refer the grievance to mediation or arbitration.

#### 11.5 Mediation

- a) A grievance may be referred to mediation by informing, in writing, the President of the GSA or the Provost and Vice-President (Academic), as is appropriate, no later than ten (10) business days after the conclusion of the grievance procedure.
- b) 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. 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. 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.
- c) If either Party in the dispute declines mediation or withdraws from the mediation, the Party which submitted the grievance may refer the grievance to arbitration.
- d) Both Parties involved in the mediation shall agree upon a Mediator. If an agreement cannot be reached, the dispute proceeds to arbitration.
- e) Contacting the Mediator is the responsibility of the Party who initiated the grievance.
- f) The following people are allowed to be present during the mediation process:
  - The Mediator
  - Both Parties involved in the dispute
  - One support person for each Party involved in the dispute
- g) 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.
- h) Successful mediation is final and binding and results in a letter of agreement signed by all

Parties in the dispute.

- i) The GSA and the Board shall bear the fees and expense of the mediation process equally.

#### 11.6 Arbitration

- a) A grievance may be referred to arbitration by informing, in writing, the President of the GSA or the Provost and Vice-President (Academic), as is appropriate, no later than ten (10) business days after the conclusion of the grievance procedure.

In its written notice, the Party submitting the matter to arbitration shall:

- Summarize the alleged violation or improper application of the terms of this Collective Agreement
  - List the section(s) of the Agreement that are alleged to have been violated or improperly applied
  - State the remedy sought
- b) Both Parties involved in the arbitration process shall mutually agree on an arbitrator. If the two Parties cannot agree on an Arbitrator, then the Parties will select at random one of the arbitrators listed on the Grievance Arbitrator Roster of the Government of Alberta.
  - c) At least five (5) 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.
  - d) 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.
  - e) The Arbitrator shall issue a letter, usually not longer than two pages, indicating his/her decision within thirty (30) business days of the hearing. The decision is final and binding.
  - f) The Arbitrator shall not have the authority to change this Agreement or alter, modify, or amend any of its provisions.
  - g) The GSA and the Board shall bear the fees and expenses of the arbitration equally.

## ARTICLE 12: NEGOTIATING PROCEDURES

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### 12.1 Notice to commence collective bargaining

Either Party to this agreement may provide notice, in writing, to commence collective bargaining no earlier than January 1 of the final year of the agreement. Collective bargaining will commence within twenty (20) business days of the notice being served.

### 12.2 Composition of the Negotiating Committee

Each Party to the negotiations shall name of no more than three (3) members to its negotiating committee. The Dean of the Faculty of Graduate Studies will participate as a resource to both sides.

### 12.3 Exchange of documents

The Parties shall exchange a list of items it wishes to negotiate at least five (5) business days prior to the commencement of bargaining.

### 12.4 Mediation

- a) If a dispute arises in the negotiations, the Parties may agree to appoint a Mediator to assist in settling the dispute.
- b) 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 negotiation. 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. 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
- c) Either Party may at any time withdraw from the mediation. The Parties will then return to the bargaining or one Party will refer the negotiations to interest arbitration.

### 12.5 Arbitration

- a) Either Party may refer negotiations to interest arbitration.
- b) If the two parties cannot agree on an Arbitrator, then the Parties will select at random one of the arbitrators listed on the Grievance Arbitrator Roster of the Government of Alberta.
- c) 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 May 1.

- d) The Arbitrator shall not have the authority to change this Agreement or alter, modify, or amend any of its provisions.

#### 12.6 Ratification

- a) Upon reaching agreement, the Parties will seek the approval of the agreement by their respective governing bodies.

The Parties will sign the agreement within ten (10) business days of receiving the last approval.

- b) If either Party fails to receive approval of the agreement, the negotiators will reconvene and attempt to reach agreement.

### ARTICLE 13: GENERAL

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#### 13.1 Official notices

Official notices exchanged between the Parties shall be sent to:

Provost and Vice-President (Academic)  
University of Calgary  
Executive Office, room AI00  
Email: [provost@ucalgary.ca](mailto:provost@ucalgary.ca)

Vice-President (Academic)  
Graduate Students' Association  
MacKimmie Tower, Room 214  
Email: [vpa@gsa.ucalgary.ca](mailto:vpa@gsa.ucalgary.ca)    Contracts to be sent to: [contracts@gsa.ucalgary.ca](mailto:contracts@gsa.ucalgary.ca)

- 13.2 The Collective Agreement will be published on the websites of Human Resources and the Graduate Students' Association.

ARTICLE 14: DURATION OF THE COLLECTIVE AGREEMENT


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14.1 Duration of Collective Agreement


This Agreement shall be in effect May 1, 2014 to April 30, 2016.

The terms and conditions of this Agreement shall remain in place until a new Agreement is agreed to.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers on their behalf.

  
\_\_\_\_\_  
Elizabeth Cannon  
President  
University of Calgary

  
\_\_\_\_\_  
safah Akiermar?  
President 2013-2014  
Graduate Students' Association

  
\_\_\_\_\_  
Dru Marshall  
Provost and Vice-President (Academic)  
University of Calgary

  
\_\_\_\_\_  
Vice-President, Academic 2013-2014  
Graduate Students' Association

RC:CtJVE:)  
JUL 07 2014

**SCHEDULE A: REMUNERATION**

1. Graduate Assistants (Teaching) and Graduate Assistants (Non-Teaching)

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The remuneration for Graduate Assistants (Teaching) and Graduate Assistants (Non-teaching) shall be at fixed rates by level of appointment, as follows:

	Level of Appointment	scholarship	salary	total
May 1, 2014- April 30, 2015	full-time	4,252.94	4,252.94	8,505.88
	one-half	2,126.47	2,126.47	4,252.94
	one-third	1,417.65	1,417.64	2,835.29
	one-quarter	1,063.24	1063.23	2,126.47
	one-sixth	708.83	708.82	1,417.65
May 1, 2015- April 30, 2016	full-time	4,316.74	4,316.73	8,633.47
	one-half	2,158.37	2,158.37	4,316.74
	one-third	1,438.91	1,438.91	2,877.82
	one-quarter	1,079.19	1,079.18	2,158.37
	one-sixth	719.46	719.45	1,438.91

2. Graduate Assistants (Research)

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The minimum hourly salary rate for Graduate Assistants (Research) is as follows:

September 1, 2014- April 30, 2015	17.50
May 1, 2015-April 30, 2016	17.50

Graduate Assistants (Research) may be paid an hourly salary rate above the minimum.

