

Special GSA Council Meeting AGENDA
Monday, April 29, 2013 at 6:00 pm
TELUS Centre 1-34
A light dinner will be served at 5:15 pm

OPEN SESSION

1. Roll Call
2. Approval of the 29 April 2013 Agenda

CLOSED SESSION

Action Items and Special Business

3. AEGS Collective Agreement: Approval of the Memoranda of Settlement
Brent Epperson (Vice-President Labour) will present the item.

Attachments:

- Outline of Issue
- Memoranda of Settlement – AEGS Collective Agreement
- Proposed 2013-2014 AEGS Collective Agreement and Current Agreement comparison
- Memoranda of Settlement – Appendices A, B, C, and D

**Attached
Numbered Pages**

3.0

3.1-3.2

3.3-3.51

3.52-3.57

Adjournment

Outline of Issue

AEGS Collective Agreement: Approval of the Memoranda of Settlement

Suggested Motion:

GSA Council is asked to consider the following Motion:

That the GSA Council **approve**, on the recommendation of the GSA Negotiating Committee, the attached Memoranda of Settlement related to the AEGS Collective Agreement, effective September 1, 2013 to August 31, 2014.

Jurisdiction:

GSA Bylaw, Part IV, §4.2.1

The Negotiating Committee *“will report to the GSAB, Council and the GSA membership on the negotiation process and changes to the Collective Agreement.”*

GSA Bylaw, Part IV, §4.2.6

The Negotiating Committee will *“negotiate the Collective Agreement, including salary, benefits, policy, and regulations governing graduate student academic employment.”*

GSA Bylaw, Part IV, §4.2.7

The Negotiating Committee *“will finalise the agreement with the University.”*

GSA Bylaw, Part IV, §4.2.8

The Negotiating Committee *“will submit the final agreement reached during negotiations to the next meeting of Council for approval.”*

Background:

Council will recall that VP Labour Brent Epperson has been reporting to members monthly on the status of negotiations on the Collective Agreement (CA) covering Academically Employed Graduate Students (AEGS). The GSA opening position was delivered to the University Administration negotiating team on October 5, 2012 and negotiations have been ongoing since then, culminating in an agreement reached by both parties on April 23, 2013. This agreement requires approval by GSA Council prior to submission to the Board of Governors (via the Board Finance and Property Committee (BFPC)) by last day of April 2013.

At the special Council meeting on April 29, VPL Epperson will review (1) the GSA’s **opening position**; (2) the **initial** agreements-in-principle on increases to GSA funding programs (now referred to as the Graduate Student Support Fund) and CA stipend rates (agreements which were reached while continuing to negotiate changes to the non-monetary provisions of the Collective Agreement); and (3) the **final** Settlement (attached) just reached on April 23, 2013. Councillors will note that in addition to the proposed **salary increase** and the **Graduate Student Support Fund increases**, the **CA has been substantively rewritten**.

The Memoranda of Settlement includes the rewritten CA, which is also attached in a three-column format, so that Council can review where revisions have been made. The GSA Negotiating Committee, chaired by VPL Epperson, is now recommending to Council that the Memoranda of Settlement be approved.

MEMORANDUM OF SETTLEMENT

Between the Negotiating Committees of

THE GRADUATE STUDENTS' ASSOCIATION OF THE UNIVERSITY OF ALBERTA (The "GSA")

And

THE UNIVERSITY OF ALBERTA BOARD OF GOVERNORS (The "Board")

WHEREAS the negotiating committees of the GSA and the Board have conducted negotiations toward a new collective agreement representing Academically Employed Graduate Students (AEGS);

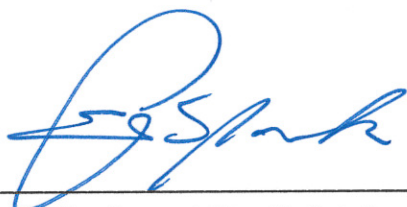
THEREFORE the negotiating committees agree to recommend for ratification the following stipend increases as part of a comprehensive Memorandum of Settlement that resolves all collective bargaining issues between the parties:

1. Term of Agreement: September 1, 2013 to August 31, 2014
2. Stipend Increases:

Effective September 1, 2013:	(a) Award component: 0%
	(b) Salary component: 3.75%
3. The stipend increases will apply to the rates of AEGS appearing in the appendix to the collective agreement.

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On Behalf of the Board:

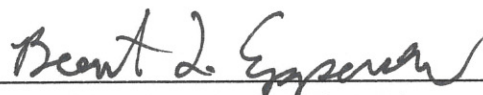


Jay Spark, Vice-Provost (Faculty Relations)

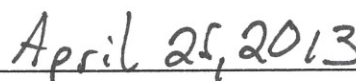


Date

On Behalf of the GSA:



Brent Epperson, Vice-President Labour



Date

MEMORANDUM OF SETTLEMENT

Between the Negotiating Committees of

THE GRADUATE STUDENTS' ASSOCIATION OF THE UNIVERSITY OF ALBERTA (The "GSA")

And

THE UNIVERSITY OF ALBERTA BOARD OF GOVERNORS (The "Board")

WHEREAS the negotiating committees of the GSA and the Board have considered changes to the Academically Employed Graduate Students Fund (the "Fund") in conjunction with collective bargaining on behalf of Academically Employed Graduate Students (AEGS);

THEREFORE the negotiating committees agree to recommend for ratification the following changes to the Fund:

1. The Fund will be renamed the "Graduate Student Support Fund" (the "GSSF").
2. The GSSF will comprise the following components and be funded by the Board in accordance with the following schedule:

2013-14

GSA Professional Development Grants	\$335,000
GSA Graduate Student Recognition Awards	\$ 17,500
GSA Child Care Subsidy	\$131,500
GSA Emergency Bursaries	<u>\$125,000</u>
Total	\$609,000

This funding represents an increase of \$95,000 over the 2012-13 levels.

3. The terms and funding of the GSSF are negotiated and ratified in conjunction with collective bargaining between the Board and the GSA. The GSSF does not form part of the collective agreement between the GSA and the Board.

On Behalf of the Board:


Jay Spark, Vice-Provost (Faculty Relations)

APRIL 25, 2013
Date

On Behalf of the GSA:


Brent Epperson, Vice-President Labour

April 25, 2013
Date

CURRENT	PROPOSED	Comments
<p>REGULATIONS GOVERNING ACADEMIC EMPLOYMENT OF GRADUATE STUDENTS</p>	<p>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</p> <p>September 1, 2013 to August 31, 2014</p>	
<p>I. General 1. General 2. Definitions and Abbreviations 3. Recognition of the GSA 4. Application of the Agreement 5. Eligibility 6. Health and Safety II. Appointment of Graduate Assistant or Trust Appointment (AEGS) 7. Offer of Appointment 8. Renewal of Appointments 9. Content of Offer 10. Hours of Work 11. Intellectual Property 12. Departmental Obligations 13. Graduate Student Obligations 14. Remuneration 15. Annual Salary Increments 16. Payments 17. Income Tax 18. Parental Benefits 19. Scholarships GAs 20. Length of Appointment and Teaching Duties 21. Departmental Obligations 22. Hours of Work 23. Duties and Salary 24. Leave 25. Deferral 26. Vacation Pay 27. Renewal of GA TAPs 28. Categories of Trust Appointments 29. Remuneration 30. Leave 31. Deferral 32. Vacation Pay</p>	<p>Table of Contents Preamble Article 1: Purpose and Scope of this Agreement Article 2: Definitions Article 3: Association Recognition Article 4: Term and Variation of this Agreement Article 5: Collective Bargaining Article 6: Appointments Article 7: Selection Criteria Article 8: Teaching Assistants (including Principal Instructors) Article 9: Research Assistants Article 10: Remuneration Article 11: Performance Evaluation Article 12: Annual Salary Increases Article 13: Vacation Article 14: Paid Maternity and Parental Leave Article 15: Medical Leave Article 16: Compassionate Leave Article 17: Deferral of Assistantship Article 18: Intellectual Property Article 19: Health and Safety Article 20: Disciplinary Matters Related to Employment Article 21: Dispute Resolution Article 22: Arbitration</p> <p>Appendix A: Letter of Appointment Appendix B: Award and Minimum Salary Rates Appendix C: Assistantship Time Use Guideline Appendix D: Paid Maternity and/or Parental Leave and/or Deferral of Assistantship Form Appendix E: Appointment of Graduate Students to Academically-Related Employment Other than Assistantships</p>	

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CURRENT	PROPOSED	Comments
<p>33. Renewal of Trust Appointment III. Appointment of Graduate Students to Academically-Related Employment (ARE) 34. Appointment of Graduate Students to Academically-Related Employment (ARE) IV. Discipline 35. Discipline V. Dispute Resolution 36. Disputes 37. Dispute Resolution Procedures 38. Arbitration Procedures for Amendments of Agreement 39. Regulations Review and Amending Procedures 40. Remuneration and Benefits Discussion Appendix A: Negotiations Procedures Appendix B: Forms Appendix C: Award and Salary Schedules Appendix D: Combined Semi-Monthly and Monthly Pay Cycle Dates 2012 Appendix E: Dispute Resolution Chart</p>		
<p>I. GENERAL</p> <p>1. These are the regulations governing academic employment of graduate students at the University of Alberta. These regulations are effective September 1, 2012 and replace any previously published regulations governing graduate assistantships and trust employment of graduate students at the University of Alberta. These regulations will remain in effect until such time as the Board of Governors (Board) and the Graduate Students' Association (GSA) agree to amendments via the established negotiating procedures. Sections 1 through 40 inclusive of these regulations have been negotiated between the Board of Governors and the Graduate Students' Association and represent a contract between these parties.</p> <p>In accordance with the provisions of the <i>Alberta Bill of Rights</i>, the <i>Alberta Human Rights, Citizenship and Multiculturalism Act</i> and the <i>Canadian Charter of Rights and Freedoms</i>, the University of Alberta is committed to the principle of equity and these regulations apply without distinction or discrimination.</p>	<p style="text-align: center; font-size: 48px; opacity: 0.5;">CONFIDENTIAL</p> <p>PREAMBLE</p> <p>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:</p> <ul style="list-style-type: none"> • To attract, develop, support and retain high quality graduate students; 	<p>Old "General" replaced with a new "Preamble" outlining common interests</p>

CURRENT	PROPOSED	Comments
<p style="text-align: center; font-size: 48px; opacity: 0.5;">CONFIDENTIAL</p>	<ul style="list-style-type: none"> • To recognize the dignity and worth of graduate students by establishing fair, clear and consistent terms of employment for Academically Employed Graduate Students (AEGS), 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. 	
<p>The purposes of these regulations include:</p> <p>1) Recognizing the worth and dignity of graduate students by establishing a reliable framework of minimum standards that encourages fair, equitable, efficient, effective, and collaborative resolution of matters arising over academic graduate student employment.</p> <p>2) Recognizing that establishing a reliable framework and minimum standards for graduate students, trust holders, and the University of Alberta is critical to the success of both graduate students and the University of Alberta.</p> <p>3) Assisting the University of Alberta and its researchers to attract and retain high quality graduate students.</p> <p>4) Ensuring that the University of Alberta's basic principles for financial support of graduate</p>	<p>ARTICLE 1: PURPOSE AND SCOPE OF THIS AGREEMENT</p> <p>1.01 This Agreement describes the terms and conditions that apply to the employment of Academically Employed Graduate Students by the University of Alberta.</p> <p>1.02 This Agreement is binding on the Board and its representatives, the GSA and its representatives, and Academically Employed Graduate Students.</p> <p>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.</p> <p>1.04 This Agreement does not restrict AEGSs from holding assistantships with</p>	<p>“Purpose and Scope” updated</p>

CURRENT	PROPOSED	Comments
<p>students are observed. The aforementioned principles being that i) remuneration should be adequate, ii) remuneration should be secure, and iii) remuneration should be contractual.</p> <p>5) Facilitating the work of trust-holders and departments in appointing trust-funded graduate students and dealing with the issues which come up in the course of such appointments in an efficient, effective, flexible and collaborative manner.</p> <p>6) Defining the duties and obligations of academically employed graduate students, trust-holders, supervisors, department chairs and deans in the appointment, retention and ongoing support of academically employed graduate students.</p> <p>Both the University and academically employed graduate students recognize and accept their responsibilities to develop and maintain a safe work environment. The University is committed to ensuring that the workplaces within which these graduate students perform their duties conform with the standards set out in relevant health and safety legislation, including the provincial <i>Occupational Health and Safety Act</i>.</p>	<p>scholarships, provided that the eligibility requirements of the scholarship do not prohibit holding an assistantship.</p> <p>1.05 If a conflict arises between this Agreement and the requirements of a funding agency, the requirements of the funding agency will apply.</p>	
<p>DEFINITIONS AND ABBREVIATIONS</p> <p>2. In this agreement,</p> <p>(a) "Academically employed graduate student" (AEGS) includes GA and TAP.</p>	<p>ARTICLE 2: DEFINITIONS</p> <p>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 registered at the start of the contract term.</p>	<p>"Definitions" updated</p>
<p>(b) "Academically-Related Employment" (ARE) refers to any employment contract between a registered graduate student and a department at the University of Alberta which will require the student to utilize the knowledge and/or skill set of his or her academic discipline but which does not conform to the requirements of a GA or TAP. Academically-related employment includes, but is not limited to, reading, marking, and demonstrating.</p>		<p>"ARE" moved to new Appendix D</p>

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CURRENT	PROPOSED	Comments
(c) "Agreement" means this agreement.	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.	
(d) "Award" refers to the portion of a graduate assistantship and trust appointment that is considered non-salary, i.e., a bursary component of remuneration. It is not considered an award as defined by the Graduate Scholarship Committee.	2.06 "Award" means the non-salary portion of an assistantship.	
(e) "Contract Term" is the length of time guaranteed by the department for funding/employment. (f) "Coordinator" is a faculty member who is responsible for the supervision and coordination of the duties performed by the AEGS throughout an appointment. (g) "Department" applies to an administrative unit, a department, a non-departmentalized Faculty offering a graduate program, and to an extra-departmental graduate program. It also refers to the Chair, Graduate Coordinator, Director, or other individuals officially designated responsible for the departmental graduate program, or the head of a unit. (h) "Department Chair" refers to the chair of the department or unit head or their designates.	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 to 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.	
(i) "Dispute" is an allegation that there has been a violation or improper application of the terms		Language updated and moved

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CURRENT	PROPOSED	Comments
of the agreement.		to new Article 21 "Dispute Resolution"
(j) "Graduate Assistant" (GA) refers to a person who is registered as a graduate student, proceeding with his or her graduate program, and appointed to carry out either teaching or research duties under the graduate assistantship program as approved by the Board of Governors of the University of Alberta for the purposes of this Agreement. The GA position is viewed as an apprenticeship for further academic or professional careers. 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.		
(k) "Graduate Student" refers to any student registered full-time or part-time in the Faculty of Graduate Studies and Research at the University of Alberta. For the Spring/Summer Term, if the student does not register separately for this period, his or her status is considered to be the same as that held during the preceding term (January to April).	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.	Updated under new Article 6.02
	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	
(l) "Principal Instructor" (PI) refers to a teaching GA who is fully responsible for a course, including lecturing, course and lecture planning, preparing and grading assignments and examinations, etc. (m) "Relevant Faculty" refers to the Faculty where the work that the GA is doing is housed (eg, the Faculty where a GA is teaching a course; or the faculty where a GA or TAP is carrying out the research).	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.	

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CURRENT	PROPOSED	Comments
<p>(n) "Research Assistant" (RA) refers to a graduate student who is appointed as a research GA and shall be asked to perform only research and related duties. These consist of work under the direction of a department or a staff member on a research project, the results of which may be used in the GA's thesis.</p>	<p>2.18 "Research Assistant" means a graduate student who is appointed to perform research and research-related duties.</p> <p>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.</p>	
<p>(o) "Salary" refers to wages subject to annual negotiation between the GSA and the Board of Governors of the University of Alberta.</p> <p>(p) "Stipend" is the Award and Salary amounts combined.</p> <p>(q) "Teaching Assistant" (TA) refers to a graduate student who is appointed as a teaching GA to perform only teaching and related duties. These can include preparing and conducting lectures, laboratories, and seminars as well as grading assignments, reports, and examinations, and performing other related duties.</p>	<p>2.20 "Salary" means the non-award taxable portion of an assistantship.</p> <p>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.</p> <p>2.22 "Stipend" means the combination of award and salary paid to an AEGS.</p> <p>2.23 "Teaching Assistant" means a graduate student who is appointed to perform teaching and teaching-related duties.</p>	
<p>(r) "Trust Appointee" (TAP) refers to a person registered as a graduate student, proceeding with his or her graduate program, and appointed to carry out research or administrative duties paid from a trust account. This agreement distinguishes between two types of trust-funded activity.</p> <p>TAP A is when the work performed <i>contributes</i> to the completion of the graduate student's thesis or project (course-based master's).</p> <p>TAP B is when the work performed <i>does not contribute</i> to the completion of the graduate student's thesis or project. The TAP position should be viewed as an apprenticeship for a further academic or professional career.</p>		<p>Old TAP A and TAP B terms deleted as terms used in CA and incorporated under new "Research Assistant"</p>

CURRENT	PROPOSED	Comments
<p>(s) "University Terms" for the purpose of these regulations, the calendar year is divided into three university terms as defined by the University Calendar:</p> <p>Fall Term September 1 to December 31 Winter Term January 1 to April 30 Spring/Summer Term May 1 to August 31</p>	<p>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).</p>	
	<p>2.25 "Vice-President Labour, GSA" means Vice-President Labour of the Graduate Students' Association, or designate.</p>	
<p>RECOGNITION OF GSA</p> <p>3. The Governors of the University of Alberta recognize the Graduate Students' Association of the University of Alberta as the exclusive representative of graduate students in relation to the terms and conditions of their academic employment.</p>	<p>ARTICLE 3: ASSOCIATION RECOGNITION</p> <p>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.</p>	<p>"Association Recognition" updated</p>

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CURRENT	PROPOSED	Comments
<p>APPLICATION OF THE AGREEMENT</p> <p>4. All academically employed graduate students shall be informed by their departments that the Regulations Governing Academic Employment of Graduate Students are available for review at the FGSR website www.gradstudies.ualberta.ca</p>	<p>ARTICLE 4: TERM AND VARIATION OF THIS AGREEMENT</p> <p>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.</p> <p>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".</p> <p>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.</p>	<p>Language updated The requirement to inform AEGSs re CA is covered in the new Letter of Appointment template, Appendix A</p>
<p>Although these regulations attempt to cover the normal cases related to academic employment of graduate students, occasions may arise where a student and a department concur that some deviation from the regulations may be in the best interests of both parties. In these instances, departments and students are encouraged to seek the direction of the Dean, Faculty of Graduate Studies and Research and the Vice President Labour of the GSA.</p>	<p>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:</p> <ul style="list-style-type: none"> (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. 	
<p>If a conflict arises between these Regulations and the regulations of the granting agencies, the latter shall take precedence.</p>		<p>Covered under new Article 1.05</p>

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CURRENT	PROPOSED	Comments
<p>Any questions regarding the interpretation of these regulations or how they pertain to individual issues should be addressed to:</p> <p>Medha Samarasinghe Faculty of Graduate Studies and Research Killam Centre for Advanced Studies 2-29 Triffo Hall e-mail: medha@ualberta.ca</p> <p>VP Labour Graduate Students' Association Killam Centre for Advanced Studies 1-37 Triffo Hall email: gsa.vplabour@ualberta.ca</p>		<p>Contact names deleted from CA</p>
<p>ELIGIBILITY</p> <p>5. (a) All graduate students, except special and visiting students, are eligible to hold graduate assistantships provided they are registered as full-time or part-time students.</p> <p>In order to be eligible for the Spring/Summer appointment, students shall be engaged in research activity and/or otherwise actively pursuing their graduate program.</p> <p>(b) All graduate students are eligible to hold trust appointments.</p> <p>Disputes respecting eligibility for appointment shall be referred to the Dean, Faculty of Graduate Studies and Research whose decision shall be final and binding.</p> <p>(c) All graduate students, except special and visiting students, are eligible for academic employment provided they are registered as full-time or part-time students. In order to be eligible for an appointment during the Spring/Summer terms, a graduate student must have been registered in the Faculty of Graduate Studies and Research in the January-April term immediately preceding the appointment.</p>	<p>CONFIDENTIAL</p>	<p>Old Eligibility section deleted; updated under new Article 2 "Definitions"</p> <p>Disputes covered comprehensively under new Article 21 "Dispute Resolution"</p>
	<p>ARTICLE 5: COLLECTIVE BARGAINING</p> <p>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</p>	<p>"Collective Bargaining" language updated; replaces old sections 40, 39</p>

CURRENT	PROPOSED	Comments
	<p>no more than five representatives each to serve as their negotiating teams in collective bargaining.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>5.05 A Memorandum of Settlement concluded by the negotiating teams will be submitted to the Board and the GSA Council for ratification.</p> <p>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.</p> <p>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.</p>	
<p>HEALTH AND SAFETY</p> <p>6. (a) Both the University and graduate students recognize and accept their responsibilities to develop and maintain a safe work environment. The University is committed to ensuring that the workplaces within which AEGSs perform their duties conform with the standards set out in</p>		<p>Language updated; moved to new Article 19 "Health and Safety"</p>

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CURRENT	PROPOSED	Comments
<p>relevant health and safety legislation, including the provincial <i>Occupational Health and Safety Act</i>.</p> <p>AEGS shall be provided with training and protective equipment appropriate to his or her duties before work commences.</p> <p>(b) Departments shall provide safe working procedures for graduate students.</p> <p>(c) All graduate students must follow safe working procedures.</p> <p>(d) Where a graduate student considers his or her workplace to be unsafe, the graduate student shall report the condition to the authority in charge of safety, or the chair of the department/the trust-holder, or both, who shall ensure the concern is remedied.</p> <p>(e) Where a graduate student considers that another person is performing his or her work in an unsafe manner, the graduate student shall report the unsafe act to the authority in charge of safety, or the chair of department/the trust-holder, or both.</p> <p>(f) A graduate student shall not be required to perform his or her duties when the work or workplace is considered to be unsafe. The student shall advise the chair of the department or the trust supervisor of the circumstances at the first available opportunity. If a graduate student chooses not to carry out his or her duties because of safety concerns raised in 6(d), such action shall not be considered a violation of these regulations nor shall it be grounds for withholding the student's pay or termination of an assistantship and/or appointment.</p> <p>(g) At any time, a graduate student has the right to request that his or her workplace be inspected by an Environmental Health and Safety Officer.</p>	<p style="text-align: center; font-size: 48px; opacity: 0.5;">CONFIDENTIAL</p>	
<p>II. APPOINTMENT OF GRADUATE ASSISTANT OR TRUST APPOINTMENT (AEGS) Offer of Appointment</p>	<p>ARTICLE 6: APPOINTMENTS</p>	<p>"Appointments" Article updated; see also new Letter of Appointment, Appendix A</p>
<p>7. (a) For each graduate assistantship appointment or reappointment, the department shall complete and forward an offer of graduate assistantship appointment to the appointee.</p>		

CURRENT	PROPOSED	Comments																
<p>The majority of the appointments shall normally be made according to the following schedule:</p> <table border="0"> <tr> <td>GA Appointment Beginning</td> <td>Deadline Date</td> </tr> <tr> <td>September (Fall Term)</td> <td>July 1</td> </tr> <tr> <td>January (Winter Term)</td> <td>Nov 1</td> </tr> <tr> <td>Spring/Summer Term (May to August)</td> <td>April 1</td> </tr> </table> <p>(b) A teaching assistant shall normally be notified of which class she or he will be instructing at least two months prior to the start of the appointment.</p> <p>(c) For each graduate trust appointment or reappointment, the trust account holder shall complete and forward an offer of appointment to the appointee through the appropriate department.</p> <p>(d) The Appointee shall be advised of the appointment in a document titled “Offer of Graduate Student Funding”, a sample of which is included in APPENDIX B and is available from FGSR website at: www.gradstudies.ualberta.ca/awardsfunding/assistantships/offer.htm Departments will produce their own individualized offer of appointment.</p> <p>(e) Notwithstanding a failure to provide the written offer of appointment to the appointee by the</p>	GA Appointment Beginning	Deadline Date	September (Fall Term)	July 1	January (Winter Term)	Nov 1	Spring/Summer Term (May to August)	April 1	<p>6.01 Notification of Appointment</p> <p>Assistantship appointments will be made by the following deadlines, unless there are extenuating circumstances such as a late admission:</p> <table border="0"> <tr> <td><u>Assistantship Beginning</u></td> <td><u>Deadline</u></td> </tr> <tr> <td>September (Fall Term)</td> <td>July 1</td> </tr> <tr> <td>January (Winter Term)</td> <td>Nov 1</td> </tr> <tr> <td>May (Spring/Summer Term)</td> <td>April 1</td> </tr> </table> <p>6.02 Registration Status</p> <p>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).</p> <p>6.03 Letter of Appointment</p> <p>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.</p> <p>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.</p> <p>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</p>	<u>Assistantship Beginning</u>	<u>Deadline</u>	September (Fall Term)	July 1	January (Winter Term)	Nov 1	May (Spring/Summer Term)	April 1	<p>Updated from old Section 2 (k); mainly for thesis-based students admitted prior to Sept 2011 & who do not have to register in Spring/Summer</p> <p>New “Letter of Appointment” developed that must be used by departments in making offers to AEGSs; see Appendix A</p>
GA Appointment Beginning	Deadline Date																	
September (Fall Term)	July 1																	
January (Winter Term)	Nov 1																	
Spring/Summer Term (May to August)	April 1																	
<u>Assistantship Beginning</u>	<u>Deadline</u>																	
September (Fall Term)	July 1																	
January (Winter Term)	Nov 1																	
May (Spring/Summer Term)	April 1																	

CONFIDENTIAL

CURRENT	PROPOSED	Comments
<p>applicable date, an offer of appointment made verbally or by electronic mail shall be considered binding if all information has been disclosed and accepted.</p> <p>(f) Acceptance of an appointment shall be signed by both the department chair/trust-holder or designate and the graduate student. A copy of the Offer of Graduate Student Funding shall be given to the student and a copy shall be kept in the student's file in the department. The Faculty of Graduate Studies and Research does not require a copy of this form.</p> <p>(g) Departments shall notify appointees that failure to report on the date prescribed may result in termination of the appointment without further notice to the appointee.</p> <p>(h) Where changes to duties and responsibilities are required, and are acceptable to the appointee, these modifications shall be confirmed in writing to the affected appointee no later than the end of the first full week of the term.</p>	<p>by e-mail will be considered binding provided that it is compliant with the provisions of this Agreement.</p> <p>6.04 Amendment to Appointment</p> <p>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.</p>	
<p>Renewal of Appointments</p> <p>8. (a) When a graduate student receives a GA appointment or a TAP, and the GA appointment or TAP is designated as being renewable, the renewal of the GA appointment or TAP shall not be subsequently denied without just cause and written justification.</p> <p>Some examples of just cause are:</p> <p>(1) the student's registration status changes in a way that renders the student ineligible for the renewed GA appointment or TAP;</p> <p>(2) the student fails to perform to established departmental or Faculty standards in their assistantship duties or in their graduate program.</p> <p>(b) Denial of renewal of a renewable GA appointment or TAP is subject to the dispute resolution</p>	<p>6.05 Termination of Appointment</p> <p>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.</p> <p>Examples of just cause include but are not limited to:</p> <p>i) the graduate student's registration status changes in a way that makes him/her ineligible for the renewed assistantship;</p> <p>ii) the graduate student fails to perform to published departmental or Faculty standards in their assistantship duties;</p> <p>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</p>	<p>Article renamed and updated</p>

CONFIDENTIAL

CURRENT	PROPOSED	Comments
<p>procedures in this Agreement.</p> <p>(c) In cases where the TAP is renewable, and the appointment must be denied for other than cause (eg, shortage of funds), the trust-holder must notify her or his department chair. In such incidences, the department shall be responsible for the provision of funding to the TAP at a level equivalent to the original appointment and in line with the University's basic principles for financial support of graduate students as set out in this Agreement. The provision of funding in such circumstances may be accomplished through operating funds, scholarships or other awards, alternate trust funding, or some combination of these types of funds.</p> <p>(d) The allocation of GAs or TAPs to graduate students commencing programs shall not be considered as cause and justification for the termination or reduction of assistantships or appointments to continuing full-time graduate students.</p>	<p>Faculty standards.</p> <p>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</p>	
	<p>Article 7: SELECTION CRITERIA</p> <p>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.</p> <p>7.02 Questions relating to the application of selection criteria should be directed to the Department Chair.</p> <p>7.03 Academic qualifications and relevant training and experience for the teaching or 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.</p>	<p>Article updated and moved from old Section 21</p>

CONFIDENTIAL

CURRENT	PROPOSED	Comments
<p>Content of Offer</p> <p>9. (a) The Offer of GA Appointment or Reappointment (refer to Appendix B) shall include:</p> <p>(1) Whether the GA is a teaching or research appointment. If this cannot be determined at the time of the offer, the offer should state that the duties could be either teaching or research.</p> <p>(2) Whether the GA appointment is renewable or non-renewable and, if renewable, for how many terms.</p> <p>(3) Contract terms for the GA.</p> <p>(4) Total remuneration and Stipend level as a GA for the academic terms of study (eg, the 8-month period starting in September if the offer is issued for the Fall and Winter Terms). Refer to the Award and Minimum Salary Schedule in APPENDIX C.</p> <p>(5) A statement that a GA appointment may not cover the full cost of living in Edmonton and that graduate students receiving assistantships must also pay tuition and fees.</p> <p>(6) A statement of assistantship duties and responsibilities, including an indication of the average number of hours per week and the total number of hours per term that the GA will be expected to perform. This should be as specific as is possible at the time of appointment, but it is recognized that it may not be possible to define the duties in detail at the time of the offer. Any duties subsequently defined should not cause the graduate student to work more hours overall than originally agreed upon without an appropriate arrangement for remuneration agreed to by the student. See §23(d) and §12(g).</p> <p>(7) A statement of the departmental policy regarding assistantships, indicating the duration and level of assistance in the program, and the conditions under which continued assistance shall be available.</p> <p>(8) Notification should be given to the GA regarding his or her teaching/research duties by the coordinator normally no later than the last day of class of the preceding term. An instruction should be given to both the GA and the teaching and/or research coordinator to consult with each other by the end of the first full week of the term.</p> <p>(9) Notification of the date by which the GA must report to the department to commence duties, which date shall be no earlier than the date upon which payment of remuneration commences. If the GA is to be the instructor in a course, the GA should be consulted by the deadline date for offers of appointment for that term.</p> <p>(10) Notification that failure to report to the department on the date prescribed may result in termination of the appointment without further notice to the GA.</p> <p>(11) Departments shall inform students that during mid-term examination time and during the final week of the term, GAs with teaching responsibilities should be prepared to devote more hours to their assistantship duties.</p>	<p style="text-align: center; font-size: 48px; opacity: 0.5;">CONFIDENTIAL</p>	<p>Old Section 9 deleted; offer details updated and included in new Appendix A "Offer of Appointment" template</p>

CURRENT	PROPOSED	Comments
<p>(12) Departments shall inform students of changes to duties and/or responsibilities of an appointment in accordance with §12(g).</p> <p>(b) The Offer of TAP Appointment or Reappointment shall include:</p> <p>(1) The expected duties of the trust appointment, including an indication of the distribution of workload over the duration of the appointment (i.e. the average number of hours per week that the TAP will be expected to perform). This should be as specific as is possible at the time of appointment, but it is recognized that it may not be possible to define the duties in detail at the time of the offer. Any duties subsequently defined should not cause the graduate student to work more hours overall than originally agreed upon without an appropriate arrangement for remuneration mutually agreeable to the student, the trust-holder, and the supervisor (when the supervisor is not also the trust-holder).</p> <p>(2) Whether the appointment is renewable or non-renewable and, if renewable, for how many terms.</p> <p>(3) Total remuneration and salary level and frequency of payment.</p> <p>(4) Notification of the date by which the TAP must report to the trust-holder to commence duties, which shall be no earlier than the date upon which the term of the appointment commences.</p> <p>(5) Notification that failure to report to the trust account holder on the date prescribed may result in termination of the appointment of the TAP unless prior arrangements have been made.</p> <p>(6) When a graduate student is admitted to a degree program with an offer of a renewable trust appointment, the trust-holder, budget permitting, shall maintain support to that student for the period of time that may reasonably be expected of students to complete the program within the department. The department's estimate of a reasonable period of time necessary for completion of the program shall be arrived at in consultation with graduate students in the department and shall be made clear to graduate students upon admission. The department shall also indicate the length of the support to the graduate student.</p>	<p style="font-size: 48px; opacity: 0.5;">CONFIDENTIAL</p>	
	<p>Article 8: TEACHING ASSISTANTS (INCLUDING PRINCIPAL INSTRUCTORS)</p>	<p>New Article "Teaching Assistants" developed</p>
	<p>8.01 The duties of a Teaching Assistant (TA) are primarily in support of instruction and include such responsibilities as: preparing and conducting lectures,</p>	<p>Duties and descriptions updated from old Section 2 (q),</p>

CURRENT	PROPOSED	Comments
	<p>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.</p> <p>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.</p> <p>8.03 TAs (including Principal Instructors) are funded solely by University operating funds.</p> <p>8.04 The duties of a TA are performed under the supervision and direction of an Assistantship Supervisor using published departmental guidelines.</p> <p>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.</p> <p>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).</p> <p>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.</p> <p>8.08 The Assistantship Supervisor will ensure the TA receives appropriate</p>	<p>(j)</p> <p>PI description updated from old Section 2 (l)</p> <p>Updated from old Section 10 (e), 12 (b)</p> <p>Updated from old Section 12 (e)</p> <p>Updated from old Section 13 (a)</p> <p>Updated from old Section 12 (a)</p>

CONFIDENTIAL

CURRENT	PROPOSED	Comments
	<p>supervision over the term of the assistantship.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p>Updated from old Section 12 (d)</p> <p>Updated from old Section 10 (a), 20 (d)</p> <p>Updated from old Section 10 (a), 23 (b) (c)</p> <p>Updated from old Section 23 (b), (c)</p> <p>Updated from old Section 13 (b), 22 (b)</p>
	<p>Article 9: RESEARCH ASSISTANTS</p>	<p>New Article "Research Assistants" developed</p>
	<p>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.</p> <p>9.02 RAs are funded by University operating funds, restricted funds, or a combination of operating and restricted funds.</p>	<p>Duties and descriptions updated from old Section 2 (n), (j), (r)</p>

CONFIDENTIAL

CURRENT	PROPOSED	Comments
	<p>9.03 The duties of an RA are performed under the supervision and direction of the Assistantship Supervisor.</p> <p>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 an 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.</p> <p>9.05 The Assistantship Supervisor will ensure the RA receives appropriate supervision over the term of the assistantship</p> <p>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).</p> <p>9.07 The RA will be provided with work space, access to work areas and support services needed to perform his/her job duties.</p> <p>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 of the RA 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.</p> <p>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 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.</p> <p>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.</p>	<p>Updated from old Section 10 (e)</p> <p>Updated from old Section 12 (a)</p> <p>Updated from old Section 12 (e)</p> <p>Updated from old Section 12 (d)</p> <p>Updated from old Section 10 (a)</p> <p>Updated from old Section 10 (a)</p> <p>Updated from old Section 22 (b)</p>

CONFIDENTIAL

CURRENT	PROPOSED	Comments
	<p>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).</p> <p>9.12 The Assistantship Supervisor will provide reasonable notice of any changes required to the RA's work schedule.</p> <p>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.</p> <p>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).</p>	<p>Updated from old Section 22 (b)</p> <p>Updated from old Section 29 (d)</p>
<p>Hours of Work</p> <p>10. (a) A full-time student, working as GA or TAP B, is permitted to work any number of hours up to and including a maximum of an average of 12 hours per week. A part-time student is permitted to work a maximum of an average of 6 hours per week.</p> <p>(b) Due to the nature of TAP A work, it is not possible to establish specific regulations and limitations regarding hours of work. However, expectations must be reasonable, as defined by a departmental policy on trust-funded graduate students, and must be made clear at the time of the offer of appointment.</p> <p>(c) When a graduate student may be required to work more than the contracted number of hours in a specific week, the average number of hours required per week over the cumulative period of time, laid out by the letter of offer, should not exceed the contracted number, unless an increase</p>		<p>Old Section 10 deleted; updated in new Articles 8 and 9</p>

CONFIDENTIAL

CURRENT	PROPOSED	Comments
<p>and an appropriate arrangement for remuneration are agreed to by the graduate student and are approved by the Dean, FGSR following appropriate consultation with the department, the AEGS, and the GSA Vice President Labour, when appropriate.</p> <p>(d) The total number of hours in combined appointments including TA, RA, and TAP B shall normally not exceed 12. Exceptions require agreement of the graduate student, the trust-holder(s), the supervisor, the GSA Vice President Labour, when appropriate, and the approval of the department and the Dean, FGSR.</p> <p>(e) Professional Education: If, in the opinion of the supervisor, an AEGS requires the acquisition of specific skills in order to complete some aspect of his or her appointment, then the required training shall be considered part of the duties of the appointment. In other words, an appropriate number of hours (no more than 3.0% of the appointment) from the total appointment shall be allocated to specific professional education in order to allow the AEGS to complete the necessary training.</p>		
<p>Intellectual Property</p> <p>11 (a) Acknowledgement of an AEGS's or ARE's intellectual contributions shall be in accord with University policy and procedures regarding intellectual property. Such policies and procedures are established by the Vice-President (Research) following consultation with the stakeholders including the GSA. The Intellectual Property Guidelines for Graduate Students and Supervisors are available for review at www.gradstudies.ualberta.ca/degreesuperv/ip.htm</p>		<p>Updated under new Article 18 "Intellectual Property"</p>
<p>DEPARTMENTAL OBLIGATIONS</p> <p>12 (a) Departments shall ensure that supervision for the duties performed by the graduate students shall be available throughout the period of appointment.</p> <p>(b) Departments shall ensure that all AEGSs and AREs are screened, trained, and supervised for the duties to be performed. For teaching assistantships, the department shall consult the Dean of the Faculty offering the course regarding the establishment of departmental guidelines to promote these activities. Time required to be spent in training shall be included toward fulfillment of the AEGS's or ARE's hours for the term.</p>		<p>Old Section 12 deleted</p> <p>Updated under new Articles 8.08, 9.05</p>

CONFIDENTIAL

CURRENT	PROPOSED	Comments
<p>(c) Departments shall submit the Student Appointment/Pay Action form to Payroll Operations by the first semi-monthly appointment deadline following the effective date of the appointment to permit payroll deduction of fees and processing of payments in the next available pay period.</p> <p>(d) An appointee shall be provided appropriate work space and access to areas of work (e.g., keys to mailrooms, offices, classrooms, laboratory, photocopying) and support services. In the case of TAs this shall be comparable to instructors performing similar duties. A Principal Instructor or TA shall be supplied with a copy of the course materials (i.e., textbooks, solution manuals) for the course to which she or he is assigned.</p> <p>(e) At the start of the term, the GA and the supervisor and or coordinator shall meet to outline the work plan for the coming term. The discussion is to cover such issues as amount of time to be spent on various aspects of the assignment (grading papers, course preparation, research, etc). By the end of this meeting, the GA and supervisor and/or coordinator shall collectively fill out the Time Use Guideline for the term. See the form Time Use Guidelines: Research Assistants or Time Use Guidelines: Teaching Assistants in APPENDIX B or available at www.gradstudies.ualberta.ca/awardsfunding/assistantships/guidelines.htm for suggested formats for documenting teaching and research work plans.</p> <p>(f) Changes to appointments under §9(a)(6) and §12(e): where changes to duties or responsibilities are required, and are acceptable to the AEGS, these modifications shall be confirmed in writing to the AEGS.</p> <p>(g) It is the responsibility of the supervisor to keep the graduate assistant apprised in a timely fashion, normally within two (2) weeks, of any concerns or dissatisfaction with performance.</p> <p>(h) After the graduate student has been provided with performance appraisals related to his or her duties, they may be placed into a graduate student’s file with approval of the chair. The graduate student is entitled to put a response into the file to any performance appraisal. If such a response letter is submitted, then the department must acknowledge the receipt of the letter in writing.</p> <p>(i) The duties expected must be guided by a reasonable schedule, which is to be negotiated at the start of the appointment. In cases of required variation from this schedule, the work should not be given an unreasonable turn around time, nor should it interfere with the graduate student's own program of study.</p>	<p style="text-align: center; font-size: 48px; opacity: 0.5;">CONFIDENTIAL</p>	<p>Updated under new Article 10.06</p> <p>Updated under new Article 8.09, 9.07</p> <p>Updated under new Articles 8.06, 9.06</p> <p>Updated under new Article 6.04</p> <p>Updated under new Article 11 “Performance Evaluation”</p> <p>Updated under new Articles 9.10, 9.11</p>

CURRENT	PROPOSED	Comments
<p>(j) In the assigning of a Stipend, the department and/or trust-holder shall take notice of remuneration paid to other AEGSs and AREs in the department and shall attempt to achieve equity and consistency of treatment in the assignment of such remuneration. Departments shall also note that, in some cases, a teaching GA will have duties that approach those of a Principal Instructor, and the remuneration shall recognize the proximity.</p>		
<p>GRADUATE STUDENT OBLIGATIONS</p> <p>13. (a) During mid-term examination time and during the final week of the term, GAs with teaching responsibilities should be prepared to devote more hours to their assistantship duties.</p> <p>(b) Unless alternate arrangements are agreed upon in writing by both student and supervisor, work associated with the assistantship is to be completed within the term for which payment is being made.</p> <p>(c) The student shall meet with the coordinator to fill out the Time Use guidelines before commencing work. See the form Time Use Guidelines: Research Assistants or Time Use Guidelines: Teaching Assistants in APPENDIX B or available at www.gradstudies.ualberta.ca/awardsfunding/assistantships/guidelines.htm for suggested formats for documenting teaching and research work plans.</p>	<p>Old Section 13 deleted</p> <p>Updated under new Article 8.07</p> <p>Updated under new Article 8.13</p> <p>Updated under new Articles 8.06, 9.06</p>	
<p>REMUNERATION</p> <p>14. (a) The stipend of an AEGS shall consist of two components: Award + Salary.</p> <p>(b) The Award component is set each year in line with annual negotiations and changes in the graduate fee index and cannot be varied. For 2012-2013, the Award component has been increased to reflect the 1.45% increase in tuition (eg, 4-month term/12 hours per week is \$3,513 x 1.45% = \$3,564). The Award component cannot be varied (see APPENDIX C), regardless of the type of work performed and the Salary, given the same number of hours.</p> <p>(c) The minimum Salary component is subject to annual negotiations. For 2012-2013, the negotiated settlement is an increase of 2.0% to the total Stipend (Award + Salary). The Salary component for 2012-2013 has been increased accordingly to reflect a 2.0% increase to the total</p>	<p>Article 10: REMUNERATION</p> <p>10.01 The stipend consists of two components: 1) award; and 2) salary. The award and minimum salary rates set out in Appendix B.</p> <p>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.</p> <p>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,</p>	<p>"Remuneration" Article updated; information on rates moved to new Appendix B</p>

CONFIDENTIAL

CURRENT	PROPOSED	Comments
<p>Stipend of an AEGS. Departments/trust-holders may exceed the minimum Salary component.</p> <p>(d) In determining the remuneration of an AEGS, the department/ the trust-holder shall take into consideration such factors as merit, seniority, experience, and market influence.</p> <p>Minimum Awards and Salaries have been established (See APPENDIX C) related to the AEGS's duties and educational qualifications.</p> <p>(e) AEGS appointments for less than the full 4-month term are permissible and, in such a case, the AEGS will receive a pro-rated Award and Salary (APPENDIX C).</p> <p>(f) For 2011-2012, the negotiated settlement was a 0.5% total compensation increase.</p> <p>(g) For 2012-2013 the negotiated settlement is a 2.0% total compensation increase.</p>	<p>Canada Pension Plan and Employment Insurance deductions.</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p>Updated from old Section 29 (b)</p> <p>Updated from old Section 16 (a)</p>
	<p>Article 11: PERFORMANCE EVALUATION</p> <p>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.</p> <p>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.</p>	<p>New Article "Performance Evaluation"</p> <p>Updated from old Section 15</p>

CONFIDENTIAL

CURRENT	PROPOSED	Comments
	<p>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.</p>	
<p>Annual Salary Increments</p> <p>15. (a) If an AEGS is appointed in the subsequent University year and if, in the opinion of the department/trust-holder, the performance of that AEGS is above satisfactory, the AEGS shall be granted a Salary component that is 5% higher than in the previous year.</p> <p>(This assumes the same number of hours per week worked in the subsequent years. Where the number of hours differs, the 5% increase shall be prorated.)</p> <p>This increase is in addition to any negotiated increase. Departments/trust-holders may exceed the minimum Salary when taking into consideration such factors as merit, seniority, experience, and market influences.</p> <p>(b) If the performance of an AEGS is not of a sufficient quality to merit the mandated Salary increase, the department chair may provide a lesser Salary increase or no Salary increase. In such a case, before the reappointment is made, a written statement shall be provided to the student indicating why the performance was of insufficient quality within six (6) weeks following the end of term.</p> <p>(c) If there is a dispute with respect to §15(b), the AEGS shall have recourse to the dispute resolution mechanism under this Agreement in §36.</p>	<p>Article 12: ANNUAL SALARY INCREASES</p> <p>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.</p> <p>12.02 If the AEGS's number of working hours differs from the previous year, the increase will be prorated.</p> <p>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.</p> <p>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.</p> <p>12.05 The Assistantship Supervisor or Graduate Supervisor may recommend no increase if the work of the AEGS in the previous year was unsatisfactory.</p>	<p>"Annual Salary Increases" Article updated</p>
<p>Payments</p>		<p>Updated in new Article 10.06</p>

CONFIDENTIAL

CURRENT	PROPOSED	Comments
<p>16. (a) Payment for AEGS shall be made in equal semi-monthly instalments over the duration of the appointment. Payments will be made semi-monthly and no later than 10 days following the end of each pay period. See Appendix D for current pay dates.</p>		
<p>Income Tax</p> <p>17. (a) AEGS remuneration is subject to income tax deductions.</p> <p>(b) T4 and T4A Tax slips issued by the University to AEGSs will differentiate between the Award and Salary components. Some or the entire award portion of an AEGS income may be taxed. The amount that is non-taxable will depend upon how much total award/bursary income an AEGS will receive from all sources in a given tax year. Canada Revenue Agency should be consulted for more information.</p> <p>(c) The Salary component of remuneration is subject to Canada Pension Plan and Employment Insurance deductions</p>		<p>Updated in new Article 10</p>
	<p>Article 13: VACATION</p> <p>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.</p> <p>13.02 Vacation entitlement is in addition to days when the University is closed.</p> <p>13.03 For the purpose of calculating vacation leave, the year is from September 1 to August 31.</p> <p>13.04 There is no vacation pay on contract expiry or termination in lieu of vacation time not taken.</p>	<p>New Article "Vacation"; updated from old Section 26</p>
<p>PARENTAL BENEFITS</p>	<p>Article 14: PAID MATERNITY AND PARENTAL LEAVE BENEFITS</p>	<p>Updated new Article "Paid</p>

CONFIDENTIAL

CURRENT	PROPOSED	Comments
	<p>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.</p>	<p>Maternity and Parental Leave Benefits”</p>
<p>18. (a) Eligibility: mother; father; partner</p> <p>(b) The purpose of parental leave is to provide an AEGS with leave for the purpose of bearing a child and/or to provide childcare necessitated by the birth or adoption of a child. See the form Graduate Student Leave of Absence Application (APPENDIX B) for suggested format for applying for parental leave.</p> <p>(c) Registration during an approved parental leave: An AEGS who receives an approved parental leave under this collective agreement is not required to register during the period of the leave.</p> <p>(d) Paid parental leave: An AEGS granted paid parental leave shall receive seventy-five percent (75%) of his or her most recent Salary and Award for the period of leave, which in no case shall exceed four (4) months. An AEGS’s entitlement to parental leave shall not extend beyond the end date of the AEGS’s contract term.</p> <p>(e) An AEGS shall be eligible for paid parental leave after serving as a full-time or part-time AEGS for at least eight (8) months in total prior to the commencement of the leave.</p> <p>(f) Applying for parental leave: Application for parental leave shall be made to the trust-holder (where applicable), supervisor, and the department, which may request appropriate documentation. See the form Graduate Student Leave of Absence Application (APPENDIX B) for suggested format for applying for parental leave.</p> <p>(g) The department shall submit a Student Appointment/Pay Action form to Staff and Student Payments office by the monthly appointment deadlines. The department shall indicate the pay period and calculate the amount of the Salary and Award at seventy-five percent (75%) of the AEGS's most recent Salary and Award.</p>	<p>14.02 Eligibility</p> <p>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.</p> <p>14.02.02 An AEGS whose appointment is three hours or less a week is not eligible for paid maternity or parental leave benefits.</p> <p>14.02.03 Eligibility for paid leave does not extend beyond the end date of the AEGS’s contract term.</p>	
	<p>14.03 Length of Leave</p>	

CONFIDENTIAL

CURRENT	PROPOSED	Comments
	<p>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.</p> <p>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.</p> <p>14.04 Application</p> <p>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.</p> <p>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).</p> <p>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.</p>	<p>New form developed; see new Appendix D</p>
<p>(h) An AEGS who has been granted a paid parental leave may also request an unpaid parental leave for purposes of extending the period of the parental leave. See §25(a) and §30(a) for conditions of such a deferral granted for parental reasons.</p> <p>(i) An AEGS shall not be adversely affected as a result of utilizing approved parental benefits.</p>	<p>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.</p>	
<p>SCHOLARSHIPS</p> <p>19. (a) These regulations do not restrict students from combining GAs/TAPs with graduate</p>		<p>Old Section 19 deleted; updated under new Article 1.04</p>

CONFIDENTIAL

CURRENT	PROPOSED	Comments
<p>(TAs) and research assistants (RAs) may differ. For those GAs assigned as TAs, teaching ability and experience are to be considered the primary criteria. For those GAs assigned as RAs, research abilities and academic qualifications are to be considered the primary criteria.</p> <p>(e).Selection of GAs may not be made solely on the basis of financial need and/or immigration status. Disputes respecting eligibility for appointment shall be referred to the Dean, Faculty of Graduate Studies and Research, whose decision shall be final and binding</p> <p>(f) When a student is admitted into a degree program with a GA appointment, the department, budget permitting, shall maintain support to that student for the period of time that may reasonably be expected of students to complete the program within the department. The department's estimate of a reasonable period of time necessary for completion of the program shall be arrived at in consultation with graduate students in the department and shall be made clear to students upon admission.</p> <p>(g) If there is a dispute with respect to §21(f), the GA shall have recourse to the dispute resolution mechanism under this Agreement under §36.</p>		
<p>Hours of Work</p> <p>22. (a) The maximum number of hours of an assistantship appointment is the equivalent of an average of 12 hours of work per week and totals 204 hours over the four-month term (192 hours of work plus 12 hours (one week) of paid vacation). It is normal for departments to require that assistants work more than the average 12 hours per week in some weeks, and less in others. Whether a graduate student is appointed to fulfil teaching duties, research duties, or a combination of the two, the total number of hours per week of the appointment(s) must not exceed 12 unless an exception under §20 (d) is allowed.</p> <p>(b) Where in any week an AEGS is requested to work more than 12 hours, the graduate student is advised to consult with her/his program supervisor or coordinator to ensure that the total number of hours requested shall not be so large as to hinder the normal progress of the GA's program of study and research. Unless alternate arrangements are agreed upon in writing by both student and supervisor, work associated with the assistantship is to be completed within the term for which payment is being made.</p>		<p>Old Section 22 deleted; updated under new Article 8 "Teaching Assistants (Including Principal Instructors)" and new Article 9 "Research Assistants"</p>
<p>Duties and Salary</p>		<p>Old Section 23 deleted; updated</p>

CONFIDENTIAL

CURRENT	PROPOSED	Comments
<p>23. (a) There shall be a minimum Salary for each of the three following categories of AEGSs: (i) Principal Instructors; (ii) GAs who are enrolled in doctoral programs but who are not Principal Instructors; and (iii) GAs who are enrolled in master's programs but who are not Principal Instructors.</p> <p>(b) Principal Instructors whose teaching load is 3 credits or higher shall have GA appointments of 12 hours per week.</p> <p>(c) Principal Instructors whose teaching load is less than 3 credits shall have Salaries which are proportionally less than those Instructors whose teaching load is 3 credits.</p> <p>(d) A GA might technically qualify as a Principal Instructor by the definition of §2 (p) but, because of the nature of the duties, the workload of the assignment, or the credit load of the course, it may not reasonable to apply that definition rigorously. In such a case, the minimum Salary for Principal Instructor or the 12-hour per week minimum, or both, need not apply. The provisions of the last sentence of §12 (j) shall be applied in such cases. Before these provisions may be implemented, the department chair must apply, in writing, to the Dean, Faculty of Graduate Studies and Research for permission to do so. The Dean's decision shall be final and binding. The request and response shall be copied to the GA and the GSA Vice President Labour.</p> <p>(e) Where a GA's duties change from those of a Principal Instructor to other duties in a subsequent period, the Salary component of that GA's Stipend may be reduced from that received as Principal Instructor. In no other case may the Salary component be reduced in a subsequent period – unless there is a reduction in the number of hours worked per week.</p>	<p style="text-align: center; font-size: 48px; opacity: 0.5;">CONFIDENTIAL</p>	<p>under new Article 8 "Teaching Assistants (Including Principal Instructors)"</p> <p>Variations may be considered under new Articles 4.03, 4.04</p>
<p>Leave</p> <p>24. (a) The parties to the Agreement recognize the difficulty in establishing regulations that are applicable to the variable conditions which may apply uniformly under the jurisdiction of "illness absence". The University agrees, however, that departments and trust-holders shall be encouraged to be generous in the consideration of the needs of the graduate students.</p>	<p>Article 15: MEDICAL LEAVE</p> <p>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.</p> <p>15.02 An AEGS whose appointment is three hours or less a week is not eligible for paid medical leave.</p> <p>15.03 An AEGS is entitled to up to three weeks of paid Medical Leave at 100% of</p>	<p>Updated new Article "Medical Leave"</p>

CURRENT	PROPOSED	Comments
<p>(b) A GA is entitled to three weeks paid leave for medical or compassionate reasons.</p> <p>(c) In the case of a brief absence due to illness (up to two weeks), the department shall not withhold any Stipend from the graduate assistant.</p> <p>(d) In the case of an extended absence due to illness, the department (and teaching faculty, in the case of a teaching appointment) shall continue the assistantship to the end of the term.</p> <p>If financial difficulties arise, the department should contact the Dean, Faculty of Graduate Studies and Research (as well as the International Centre in the case of non-Canadian students) to present a case for financial assistance.</p> <p>In the case of physical injuries incurred while engaging in GA activities, the GA can apply to the Workers' Compensation Board for compensation.</p>	<p>stipend. To qualify for such leave, an AEGS will submit a medical certificate to the Assistantship Supervisor.</p> <p>15.03 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.</p> <p>15.04 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.</p> <p>15.05 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.</p>	<p>Compassionate leave provisions under old Section moved to new Article 16 "Compassionate Leave"</p>
	<p>Article 16: COMPASSIONATE LEAVE</p> <p>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.</p> <p>16.02 An AEGS whose appointment is three hours or less a week is not eligible for paid Compassionate Leave.</p> <p>16.03 An AEGS is entitled to up to three weeks of paid Compassionate Leave at 100% of stipend.</p> <p>16.04 Requests for Compassionate Leave will be made by the AEGS to the Assistantship Supervisor and Appointing Officer. The Assistantship</p>	<p>New Article "Compassionate Leave" replaces old Section 24's reference to "compassionate reasons"</p>

CONFIDENTIAL

CURRENT	PROPOSED	Comments
	Supervisor or Appointing Officer may require the AEGS to provide documentary evidence in support of the leave request.	
<p>Deferral</p> <p>25. (a) A GA may apply for medical, compassionate or parental reasons to defer the GA appointment for any term with the written agreement of the department.</p> <p>Support deferred from the Fall Term or the Winter Term shall be available for at least one year following the deferral but may not be guaranteed to be received during the Spring/Summer Terms.</p>	<p>Article 17: DEFERRAL OF ASSISTANTSHIP</p> <p>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.</p> <p>17.02 Deferred assistantships will be available for at least one year following the deferral. Departments may not be able to guarantee that a deferred assistantship will be available during the Spring/Summer Term.</p>	Updated new Article "Deferral of Assistantship"
<p>Vacation Pay</p> <p>26. (a) The assistantships are inclusive of all vacation entitlement. There is no vacation pay on contract expiry or termination in lieu of any vacation time not taken.</p> <p>(b) For the purpose of calculating vacation leave, the vacation year shall extend from September 1 to August 31.</p> <p>(c) During any vacation year an assistant is entitled to one week of vacation leave for each 4-month GA appointment held. The time of this vacation leave must be approved in advance by the department or Faculty concerned and must be arranged so as not to adversely affect the duties of the GA.</p>	<p>CONFIDENTIAL</p>	Old Section 26 replaced by new Article 13 "Vacation"
<p>Renewal of GA</p> <p>27. (a) When a department awards a GA appointment to a graduate student and when the GA appointment is designated as being renewable for certain terms, the renewal of the GA appointment for the terms specified shall not be subsequently denied without just cause and written justification. Some examples of just cause are:</p> <p>(1) the student's registration status changes in a way that renders the student ineligible for the renewed assistantship;</p> <p>(2) the student fails to perform to established departmental or Faculty standards in their</p>		<p>Old Section 27 replaced by updated new Article 6 "Appointments"</p> <p>Covered under new Article 6.05</p>

CURRENT	PROPOSED	Comments
<p>assistantship duties or in their graduate program.</p> <p>(b) Denial of renewal of a renewable GA appointment is subject to the dispute resolution procedures in this Agreement under §36.</p> <p>(c) The allocation of assistantships to graduate students commencing programs shall not be considered as cause and justification for the termination or reduction of assistantships to continuing full-time graduate students.</p>		
<p>TAPs</p> <p>Categories of Trust Appointments</p> <p>28. (a) These Regulations cover two groups of graduate students:</p> <p>(1) Graduate students who are appointed to work as research assistants paid from a trust account as one component of a university or departmental funding commitment.</p> <p>(2) Graduate students who are appointed to work as research assistants paid from a faculty member's trust account without any departmental funding commitment.</p> <p>(b) Within these two broad divisions, trust-funded graduate students can fall under the following categories:</p> <p>(1) a graduate student who is funded entirely by a trust appointment for the purposes pertaining to the requirements of their thesis research;</p> <p>(2) a graduate student who is funded entirely or partially by a trust appointment for the purposes of non-thesis research or other academic related work;</p> <p>(3) a graduate student who is funded partly through an operating-funded assistantship as well as a trust appointment;</p> <p>(4) a graduate student who is funded partly through scholarship as well as a trust appointment.</p> <p>(c) A TAP may be asked to perform research and related duties. This consists of work under the direction of a department or a faculty member on a research project, the results of which may be used in the TAP's thesis. Graduate students appointed as a TAP may also be asked to perform administrative duties, specifically related to the trust appointment, such as project management and resource administration.</p>	<p style="font-size: 48px; opacity: 0.3;">CONFIDENTIAL</p>	<p>Old TAP A and B subcategories of Research Assistants eliminated and will just be referred to as Research Assistants; updated under new Article 9</p>

CURRENT	PROPOSED	Comments
<p>Remuneration</p> <p>29. (a) These regulations establish a reference for the minimum remuneration that a TAP can expect, depending on the minimum number of hours worked on a trust-funded project. These regulations are guided by an attempt to balance the following, potentially conflicting, principles: (1) As all trust-funded graduate students are enrolled in graduate programs the majority of their time should be devoted to progress in their studies. (2) Trust-holders have a responsibility to meet the terms and conditions of the grant or contract that is used to fund the student. These terms and conditions may include specific deliverables and deadlines. Therefore, the trust-holder must have a right to regularly access at least some portion of the student's time, depending on the level of remuneration.</p> <p>(b) Trust-holders are encouraged to exceed the minimum salaries (see Award and Minimum Salary Schedule in APPENDIX C) and provide remuneration to students at levels recommended by their department or by their respective federal granting council.</p> <p>(c) Trust-holders should bear in mind the minimum levels of remuneration (see APPENDIX C) when preparing budgets for grant applications or contract research.</p> <p>(d) An individual student may be engaged in either or both types (TAP A, TAP B) of trust-funded work during their program. It is recognized that in some cases it may be uncertain whether all or some portion of the work performed will ultimately contribute to the thesis or project. In such cases, the classification of the work shall be determined by mutual agreement between the student, trust-holder, and supervisor (if applicable).</p> <p>(e) The duties expected of the TAP must be guided by a reasonable schedule, which is to be negotiated at the start of the trust appointment by the TAP and the trust-holder. In cases of required variation from this schedule, the work shall not be given an unreasonable turn around time, nor shall it interfere with the TAP's own program of study.</p>	<p style="text-align: center; font-size: 48px; opacity: 0.5;">CONFIDENTIAL</p>	<p>Old Section 29 deleted; updated under new Articles 9, 10</p>
<p>Leave</p> <p>30. (a) The University of Alberta recognizes the difficulty in establishing regulations that are applicable to the variable conditions which may apply uniformly under the jurisdiction of "illness absence" or "compassionate leave." The University agrees, however, that departments and trust-</p>		<p>Old Section 30 deleted; updated under new Articles 15, 16</p>

CURRENT	PROPOSED	Comments
<p>holders shall be encouraged to be generous in the consideration of the needs of the students.</p> <p>(b) The TAP shall be permitted up to three (3) weeks of paid leave for medical or compassionate reasons, longer if deemed necessary, with agreement of the trust-holder, up to a maximum of four months. Where the trust-holder cannot agree to a request for medical or compassionate leave beyond three weeks the department must be so notified</p>		
<p>Deferral</p> <p>31. (a) A TAP may elect for medical, compassionate or parental reasons to defer the trust appointment for any 4-month term with the written agreement of the trust-holder.</p>		<p>Old Section 31 deleted; updated under new Article 17</p>
<p>Vacation Pay</p> <p>32. (a) Minimum remuneration levels are inclusive of all vacation entitlement. There is no vacation pay on contract expiry or termination in lieu of any vacation time not taken.</p> <p>(b) For the purpose of calculating vacation leave, the vacation year shall extend from September 1 to August 31.</p> <p>(c) During any vacation year, a TAP is entitled to one week of vacation leave for each 4-month period. The time of this vacation leave must be approved in advance by the trust-holder concerned and must be arranged so as not to adversely affect the duties of the TAP.</p>		<p>Old Section 32 deleted; updated under new Article 13</p>
<p>Renewal of Trust Appointment</p> <p>33. (a) When a trust-holder awards a TAP to a student and when the TAP is designated as being renewable, the renewal of the TAP for the period(s) specified shall not be subsequently denied without just cause and written justification. Some examples of just cause are:</p> <p>(1) the student's registration status changes in a way that renders the student ineligible for the renewed trust appointment.</p> <p>(2) the student fails to perform to established departmental or faculty standards in their appointment duties or in their graduate program.</p> <p>b) When a trust-holder awards a trust appointment to a student and when that appointment is</p>		<p>Old Section 33 deleted; updated under new Article 6.05</p>

CONFIDENTIAL

CURRENT	PROPOSED	Comments
<p>designated as being renewable and the renewal of the appointment must be denied for other than just cause (eg. shortage of trust funds), the trust-holder must notify her/his department chair. In such instances the department shall be responsible for the provision of funding to the TAP at a level equivalent to the original award and in line with the University of Alberta's basic principles for financial support of graduate students as set out in I. General. The provision of funding in such circumstances may be accomplished through operating funds, scholarships or other awards, alternate trust funding, or some combination of these types of funds.</p> <p>(c) The allocation of trust appointments to graduate students commencing programs shall not be considered as cause and justification for the termination or reduction of appointments to continuing full-time graduate students.</p>		
<p>III. APPOINTMENT OF GRADUATE STUDENTS TO CADEMICALLY-RELATED EMPLOYMENT (ARE)</p> <p>34. (a) A department may appoint graduate students, whether full-time or part-time, to perform academically-related duties. Such appointments will conform with the rates of pay set out in these regulations, and will be made using the <i>Student Appointment/Pay Action</i> form from Payroll Operations.</p> <p>(b) A graduate assistant may be appointed to perform academically-related employment provided such an appointment is not in violation of the regulations governing employment of Academically Employed Graduate Students (AEGS).</p> <p>(c) An academically-related appointment shall be made in writing by the department which will confirm the scope of the appointment and the rates of pay (see APPENDIX C).</p> <p>(d) The parties recognize that academically-related employment is in the nature of casual employment and may vary according to circumstances and needs of the department.</p> <p>(e) The minimum rates of pay for graduate students are set out in APPENDIX C. (The rates for academically-related employment are based on dividing the hourly GA rate [four months = 204 hours] by two for master’s and doctoral students.)</p>	<p style="font-size: 48pt; opacity: 0.5;">CONFIDENTIAL</p>	<p>Old Section 34 deleted; updated in new Appendix E “Appointment of Graduate Students to Academically-Related Employment other than Assistantships”</p>

CURRENT	PROPOSED	Comments
<p>These rates are minimum rates and may be exceeded to reflect the experience of the student and difficulty and responsibility of the tasks assigned. No graduate student shall be paid an hourly rate less than she or he was paid in the previous academic year.</p> <p>The FGSR should be consulted if students doing similar tasks to those performed by GAs do not receive an hourly rate equivalent to that of a GA, including both salary and award.</p>		
	<p>Article 18: INTELLECTUAL PROPERTY</p> <p>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.</p>	<p>Replaces old Section 11</p>
	<p>Article 19: HEALTH AND SAFETY</p> <p>19.01 It is the University’s responsibility to develop a safe work environment.</p> <p>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.</p> <p>19.03 Departments will provide AEGSs with training, orientation and information needed to perform their work duties in a safe manner.</p> <p>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.</p> <p>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</p>	<p>Replaces old Section 6</p>

CONFIDENTIAL

CURRENT	PROPOSED	Comments
	<p>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.</p> <p>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</p>	
<p>IV. DISCIPLINE</p> <p>35. (a) A graduate student can only be disciplined for just cause, following the Dispute Resolution procedures in §V.</p> <p>(b) Prior to disciplining any graduate student, the University, the department, or supervisor must inform the graduate student that they have a right to representation from the GSA.</p> <p>(c) Discipline can take the form of a warning, a letter of reprimand, or termination of the employment relationship. A graduate student can grieve whether just cause exists for any form of discipline. In the case of a warning or letter of reprimand, a graduate student 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 must be acknowledged by the department in writing.</p>	<p>Article 20: DISCIPLINARY MATTERS RELATED TO EMPLOYMENT</p> <p>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.</p> <p>20.02 Prior to disciplining any AEGS, 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).</p> <p>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.</p>	<p>Updated new Article "Disciplinary Matters Related to Employment"</p>
<p>V. DISPUTE RESOLUTION</p> <p>Disputes</p> <p>36. (a) If a difference arises between the parties to or persons bound by this Agreement as to the interpretation, application, operation, or contravention or alleged contravention of this Agreement, or as to whether such a difference can be the subject of arbitration, the parties agree to first meet and endeavour to resolve the difference.</p> <p>(b) The parties specifically acknowledge that the differences arising out of this Agreement are</p>	<p>Article 21: DISPUTE RESOLUTION</p> <p>21.01 Definitions</p> <p>21.01.01 "Dispute" means any problem or disagreement relating to AEGS employment between</p> <p>(a) one or more AEGS and representatives of the Board, or</p> <p>(b) representatives of the GSA and the Board.</p>	<p>Updated new Article "Dispute Resolution"</p>

CURRENT	PROPOSED	Comments
<p>those relating to the terms and conditions of employment only and specifically acknowledge that any difference relating to academic issues is outside of the jurisdiction of this Agreement.</p> <p>(c) Notwithstanding the preceding paragraph, §36(b), the denial of renewal of a renewable GAP or TAP is subject to this dispute resolution process.</p> <p>(d) No graduate student shall be adversely affected as a result of raising a difference or filing a grievance under this Agreement</p> <p>(e) A graduate student shall not make any complaint under this Agreement unless he or she believes, on reasonable grounds, that the Agreement has been violated.</p> <p>(f) Time periods referred to may be altered by mutual consent of the parties.</p>	<p>21.01.02 Disputes relating to academic issues are outside the scope of this Agreement.</p> <p>21.01.03 “Grievance” means any dispute over the interpretation, application, operation or alleged violation of the Agreement, including whether the dispute is arbitrable.</p> <p>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.</p> <p>21.01.05 For the purpose of this article, “working days” means consecutive days, excluding Saturdays, Sundays, or statutory holidays.</p> <p>21.01.06 Time limits may be altered by mutual consent of the parties.</p>	
<p>Dispute Resolution Procedures</p> <p>37. (a) The dispute resolution process contemplates an informal resolution process and a formal resolution process.</p> <p>(b) <i>Step 1.</i> The informal resolution process is as follows: -The graduate student should seek advice from the GSA. -The graduate student should directly raise the issue or concern with the staff member/supervisor. - If this does not result in a satisfactory resolution, the graduate student should speak to the graduate coordinator, and if not resolved, the unit head.</p> <p>(c) <i>Step 2.</i> Prior to the GSA filing a formal grievance, the graduate student must attempt to resolve the dispute with the involvement of the GSA and the relevant associate dean of the Faculty of Graduate Studies and Research, and any other parties as determined by the GSA Vice President Labour and the associate dean, FGSR.</p>	<p>21.02 Informal Resolution of Disputes</p> <p>21.02.01 The parties to a dispute will first make reasonable efforts to resolve the dispute through informal, face-to-face problem-solving.</p> <p>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.</p> <p>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.</p>	

CONFIDENTIAL

CURRENT	PROPOSED	Comments
<p>(d) <i>Step 3.</i> The GSA has the exclusive ability to file a formal written grievance. Such a grievance can be an individual, group, or policy grievance. A policy grievance can begin at Step 3. The written grievance shall a) state the dispute in writing; b) refer to the clause or clauses in the regulations which has/have been improperly applied; c) summarize the facts giving rise to the dispute; and d) state the relief or remedy sought.</p> <p>The grievance shall be presented to the Dean of the Faculty of Graduate Studies and Research, copies provided to the chair of the department, the staff member or trust-holder directly involved.</p> <p>The Dean, Faculty of Graduate Studies and Research, shall gather information from all parties and attempts shall be made to resolve the dispute.</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>21.03 Grievances</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	

CONFIDENTIAL

CURRENT	PROPOSED	Comments
<p>Normally, within 15 working days of receiving the formal written grievance, the Dean of the Faculty of Graduate Studies and Research shall respond to the GSA and graduate student.</p> <p>In the case of AREs, the decision of the Dean of the Faculty of Graduate Studies and Research shall be final and binding.</p>	<p>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.</p> <p>21.03.06 The Provost will provide a written response to the grievance within 10 working days of the meeting.</p> <p>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.</p> <p>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.</p> <p>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.</p>	
<p>ARBITRATION</p> <p>38. (a) If the dispute is not resolved the GSA shall have sole authority to determine whether to initiate a referral to an arbitration panel. The decision of the GSA is final.</p> <p>(b) A request for a referral to an arbitration panel shall be filed with the Vice-President (Academic) and Provost within six months of the date on which the action or omission which is the subject of the dispute occurred.</p> <p>(c) The Vice-President (Academic) and Provost upon receipt of a referral to an arbitration panel shall: a) investigate the matter; and b) submit a written report to the GSA within 15 working days of receipt of the request for referral to an arbitration panel.</p>	<p>Article 22: ARBITRATION</p> <p>22.01 Grievance Arbitration</p> <p>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.</p> <p>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.</p>	<p>Updated new Article "Arbitration"</p>

CONFIDENTIAL

CURRENT	PROPOSED	Comments
<p>(d) The report shall include a recommendation for resolution of the dispute.</p> <p>(e) The GSA may accept the proposed resolution as satisfactory or, within 15 working days, may require the establishment of an arbitration panel.</p> <p>(f) An arbitration panel shall consist of one academic staff member chosen by the Dean, Faculty of Graduate Studies and Research, one graduate student chosen by the GSA Vice President Labour and a panel chair who will be a full-time or emeritus academic staff member at the University of Alberta chosen jointly by the Dean, Faculty of Graduate Studies and Research, and the GSA Vice President Labour. If the Dean, Faculty of Graduate Studies and Research, and the GSA Vice President Labour fail to select a chair, then either party shall apply to the Chairperson of the Alberta Labour Relations Board for the appointment of a chair for the arbitration panel. The</p>	<p>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.</p> <p>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.</p> <p>22.02 Arbitration Arising from Article 5, "Collective Bargaining"</p> <p>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.</p> <p>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.</p> <p>22.02.03 The parties may agree in writing to an arbitrated process other than final offer selection.</p> <p>22.03 Arbitration Panel</p> <p>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</p>	

CONFIDENTIAL

CURRENT	PROPOSED	Comments
<p>parties will share the cost of a chair.</p> <p>(g) Within 15 working days of the request of the arbitration panel, the panel must meet.</p> <p>(h) The arbitration panel shall receive and consider written and oral submissions from the GSA and the faculty member(s) involved. Both the GSA and the faculty member(s) involved have the right to question witnesses and to question one another and to present oral arguments. The arbitration panel may request oral or written testimony from other parties involved in the dispute. The arbitration panel is not bound by the rules of evidence.</p> <p>(i) Procedural rulings shall be made by the panel chair but are subject to reversal by majority vote of the arbitration panel.</p> <p>(j) Hearings before an arbitration panel shall be in private.</p> <p>(k) The arbitration panel shall hear the dispute, make a determination, and issue a decision, which shall be final and binding. The decision of the majority shall be the decision of the arbitration panel; if no majority exists, the decision of the panel chair shall be the decision of the panel.</p>	<p>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.</p> <p>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.</p> <p>22.03.03 The panel will review submissions, conduct hearings and render a decision that is final and binding on the parties.</p> <p>22.03.04 An arbitration panel constituted to resolve a grievance will not by its decision amend the terms of the Agreement.</p> <p>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.</p> <p>22.03.06 Hearings before the arbitration panel are private and confidential.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>22.03.10 The costs of the arbitration panel will be shared equally by the parties.</p>	

CONFIDENTIAL

CURRENT	PROPOSED	Comments
	22.04 Time limits may be altered by mutual agreement of the parties.	
<p>PROCEDURES FOR AMENDMENTS OF AGREEMENT</p> <p>Regulations Review and Amending Procedures</p> <p>39. (a) The Board of Governors of the University of Alberta and the Graduate Students' Association of the University of Alberta, on behalf of all graduate student employees, have agreed to the following procedures to establish and amend the terms and conditions of academic employment of graduate students.</p> <p>(b) There shall be a Regulations Review Committee (RRC) which shall consider amendments to the Regulations Governing Academic Employment of Graduate Students and the appendices thereto excepting those provisions addressing remuneration of graduate students.</p> <p>(c) The RRC shall also:</p> <ul style="list-style-type: none"> (1) consider and reach agreement on interpretations to the regulations, and; (2) serve as a joint reference body for consideration of matters which affect the contract of all academically employed graduate students. <p>(d) The RRC shall consist of three members appointed by the Vice-President (Academic) and Provost and three members appointed by the GSA. The Administration and the GSA may vary their members from time to time and for particular matters under consideration. Each party shall inform the other, in writing, of the names of its appointed members and of changes thereto.</p> <p>(e) The Administration and the GSA shall each have one vote on the RRC. Matters referred to the RRC under §39(c)(2) may be brought forward by the Dean, Faculty of Graduate Studies and Research or by the Vice President Labour of the GSA.</p> <p>Both the Administration members and the GSA members of the RRC may use the services of such consultants and resource persons as they may see fit and such persons may be invited to attend meetings of the RRC.</p> <p>(f) The RRC shall meet as frequently as necessary to consider any amendments proposed by either the Administration or by the GSA members or by other bodies or persons.</p>	<p style="font-size: 48px; opacity: 0.3;">CONFIDENTIAL</p>	<p>Old Section 39 deleted; updated under new Article 4 "Term and Variation of this Agreement"</p>

CURRENT	PROPOSED	Comments
<p>(g) Either the Administration or the GSA may refer questions of interpretation of these regulations, in writing, to the RRC.</p> <p>(h) The RRC shall meet within 30 working days to consider the question.</p> <p>(i) If the RRC reaches an agreement on a question of interpretation, its interpretation shall be communicated in writing to AEGS individually or by other means agreed upon by the RRC.</p> <p>(j) If the RRC is unable to agree on an interpretation, the Administration or the GSA may refer the question to an arbitration panel, in accordance with §36-38.</p> <p>(k) Amendments to the regulations (excluding appendices) which are agreed to by the RRC shall be referred to each of the Board of Governors and the GSA for ratification. Upon notification by both parties or upon a date specified in the ratification, such amendments shall amend the regulations and such amendments shall be applicable to all academically employed graduate students.</p> <p>(l) In the event that either the Board of Governors or the GSA fails to ratify an amendment either party may request that the RRC be reconvened to attempt to resolve the matter.</p> <p>(m) Decisions reached by the RRC shall be binding on the Board of Governors, the GSA and individual academically employed graduate students. When the regulations so require, or if either party so requests, decisions of the RRC may be subject to ratification by the party so requesting.</p> <p>(n) Where the RRC does not approve a proposed amendment or where no ratification of an amendment proposed by the RRC occurs, the GSA or the Board of Governors may request that any outstanding issues be referred to an arbitration board for resolution as follows:</p> <ul style="list-style-type: none"> • Each party shall appoint a member to an arbitration board within 10 days of the date that the request is made for referral to arbitration. • The two members so appointed shall within 10 days of the appointment of the second of them appoint a third member who shall be the Chair of the arbitration board. • If within the required time a Chair is not appointed, or the appointees cannot agree 	<p style="text-align: center; font-size: 48px; opacity: 0.5;">CONFIDENTIAL</p>	

CURRENT	PROPOSED	Comments
<p>on a Chair, either or both parties may request the Chair of the Labour Relations Board to appoint a person as a member or a Chair, as the case may be.</p> <ul style="list-style-type: none"> • The parties shall communicate to the arbitration board the items for arbitration and those which have been settled. • As soon as possible after an arbitration board is designated it shall, after serving sufficient notice on all parties, proceed to make full inquiry. An arbitration board may only consider, and an arbitral award may only deal with, those matters which are negotiable and which have been referred to the arbitration board for resolution. An arbitration board shall not entertain or introduce any items for arbitration other than those already under consideration by the parties. • An arbitration board shall have the power to determine its own procedures, but shall give full opportunity to the parties to present evidence and to be heard, holding such meetings and discussions as it may consider necessary. An arbitration board shall make an award which shall be binding upon both parties and that award should be communicated in writing to the parties. • The award of the majority of the members of the arbitration board, and failing majority, the award of the Chair, shall be the award of the arbitration board. • The <i>Arbitration Act</i> does not apply to an arbitration under this agreement or any award resulting from it. 	<p style="text-align: center; font-size: 48px; opacity: 0.5;">CONFIDENTIAL</p>	
<p>Remuneration and Benefits Discussions</p> <p>40. (a) Not later than October 1, the Vice-President (Academic) and Provost of the University and the Vice President Labour of the Graduate Students' Association shall name no more than five representatives each and shall communicate their names in writing to the other party.</p> <p>The representatives appointed by the Vice-President (Academic) and Provost will be collectively known as the "University Administration Negotiating Team".</p> <p>The representatives appointed by the Vice President Labour of the Graduate Students' Association will be collectively known as the "Graduate Students' Association Negotiating Team."</p> <p>(b) Not later than October 1, there shall be a simultaneous exchange of initial written positions</p>		<p>Old Section 40 deleted; updated in new Article 5 "Collective Bargaining"</p>

CURRENT	PROPOSED	Comments
<p>respecting remuneration and benefits for all academically employed graduate students.</p> <p>(c) Discussions shall take place between the University Administration and the Graduate Students' Association Negotiating Teams to arrive at agreed positions with respect to those issues which have been raised in the initial position papers.</p> <p>(d) In the event that agreement is reached on any issues, that agreement shall be submitted to the Board of Governors and the Graduate Students' Association for ratification.</p> <p>(e) If the Board of Governors and the Graduate Students' Association ratify the agreement, it shall take effect on the date specified.</p> <p>(f) If either the Board of Governors or the Graduate Students' Association, or both, fail to ratify the agreement, the negotiators shall be reconvened to attempt to reach a revised agreement, and/or the parties can invoke the procedures to establish an arbitration board as set out in §39(n).</p>		

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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 FGSR 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.

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.

Yours sincerely,

<Letter signed by Appointing Officer (i.e. Dept Chair or designate) AND 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)

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Signature of Appointee

Cc Student File

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		
Per Week	Per Term*		RA, TA		Principal Instructor
			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.

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/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

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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.

3.57
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).

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