

***COLLECTIVE
AGREEMENT***

**REGULATIONS GOVERNING ACADEMIC
EMPLOYMENT OF GRADUATE STUDENTS (AEGS)**

between the

**Graduate Students' Association of the
University of Alberta**

and the

Governors of the University of Alberta

September 1, 2012 to August 31, 2013

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I. GENERAL

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.

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

The purposes of these regulations include:

- 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.
- 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.
- 3) Assisting the University of Alberta and its researchers to attract and retain high quality graduate students.
- 4) Ensuring that the University of Alberta's basic principles for financial support of graduate students are observed. The aforementioned principles being that i) remuneration should be adequate, ii) remuneration should be secure, and iii) remuneration should be contractual.
- 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.
- 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.

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 *Occupational Health and Safety Act*.

DEFINITIONS and ABBREVIATIONS

2. In this agreement,

- (a) "Academically employed graduate student" (AEGS) includes GA and TAP.
- (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.
- (c) "Agreement" means this agreement.
- (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.

- (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.
- (i) "Dispute" is an allegation that there has been a violation or improper application of the terms of the agreement.
- (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).
- (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).
- (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.
- (o) "Salary" refers to wages subject to annual negotiation between the GSA and the Board of Governors of the University of Alberta.
- (p) "Stipend" is the Award and Salary amounts combined
- (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.
- (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.

TAP A is when the work performed *contributes* to the completion of the graduate student's thesis or project (course-based master's).

TAP B is when the work performed *does not contribute* 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.

(s) "University Terms" for the purpose of these regulations, the calendar year is divided into three university terms as defined by the University Calendar:

Fall Term	September 1 to December 31
Winter Term	January 1 to April 30
Spring/Summer Term	May 1 to August 31

RECOGNITION OF GSA

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.

APPLICATION OF THE AGREEMENT

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

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.

If a conflict arises between these Regulations and the regulations of the granting agencies, the latter shall take precedence.

Any questions regarding the interpretation of these regulations or how they pertain to individual issues should be addressed to:

Medha Samarasinghe
Faculty of Graduate Studies and Research
Killam Centre for Advanced Studies
2-29 Triffo Hall
e-mail: medha@ualberta.ca

or

VP Labour
Graduate Students' Association
Killam Centre for Advanced Studies
1-37 Triffo Hall
email: gsa.vplabour@ualberta.ca

ELIGIBILITY

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.

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.

(b) All graduate students are eligible to hold trust appointments. Disputes respecting eligibility for appointment shall be referred to the Dean, Faculty of Graduate Studies and Research whose decision shall be final and binding.

(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.

HEALTH AND SAFETY

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 relevant health and safety legislation, including the provincial *Occupational Health and Safety Act*. AEGS shall be provided with training and protective equipment appropriate to his or her duties before work commences.
- (b) Departments shall provide safe working procedures for graduate students.
- (c) All graduate students must follow safe working procedures.
- (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.
- (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.
- (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.
- (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.

II. APPOINTMENT OF GRADUATE ASSISTANT OR TRUST APPOINTMENT (AEGS)

Offer of Appointment

7. (a) For each graduate assistantship appointment or reappointment, the department shall complete and forward an offer of graduate assistantship appointment to the appointee. The majority of the appointments shall normally be made according to the following schedule:

GA Appointment Beginning	Deadline Date
September (Fall Term)	July 1
January (Winter Term)	Nov 1
Spring/Summer Term (May to August)	April 1

- (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.
- (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.
- (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.
- (e) Notwithstanding a failure to provide the written offer of appointment to the appointee by the applicable date, an offer of appointment made verbally or by electronic mail shall be considered binding if all information has been disclosed and accepted.
- (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.
- (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.

(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.

*Renewal of
Appointments*

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. Some examples of just cause are:

(1) the student's registration status changes in a way that renders the student ineligible for the renewed GA appointment or TAP;

(2) the student fails to perform to established departmental or Faculty standards in their assistantship duties or in their graduate program.

(b) Denial of renewal of a renewable GA appointment or TAP is subject to the dispute resolution procedures in this Agreement.

(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.

(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.

Content of Offer

9. (a) The Offer of GA Appointment or Reappointment (refer to Appendix B) shall include:

(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.

(2) Whether the GA appointment is renewable or non-renewable and, if renewable, for how many terms.

(3) Contract terms for the GA.

(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.

(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.

(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).

(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.

(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.

(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.

(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.

(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.

(12) Departments shall inform students of changes to duties and/or responsibilities of an appointment in accordance with §12(g).

(b) The Offer of TAP Appointment or Reappointment shall include:

(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).

(2) Whether the appointment is renewable or non-renewable and, if renewable, for how many terms.

(3) Total remuneration and salary level and frequency of payment.

(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.

(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.

(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.

Hours of Work

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.

(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.

(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 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.

(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.

(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.

*Intellectual
Property*

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.

DEPARTMENTAL OBLIGATIONS

12. (a) Departments shall ensure that supervision for the duties performed by the graduate students shall be available throughout the period of appointment.

(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.

(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.

(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.

(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.

(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.

(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.

(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.

(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.

(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.

GRADUATE STUDENT OBLIGATIONS

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.

(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.

(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.

REMUNERATION

14. (a) The stipend of an AEGS shall consist of two components: Award + Salary.

(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.

(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 Stipend of an AEGS. Departments/trust-holders may exceed the minimum Salary component.

(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. Minimum Awards and Salaries have been established (See APPENDIX C) related to the AEGS's duties and educational qualifications.

(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).

(f) For 2011-2012 the negotiated settlement was a 0.5% total compensation increase.

(h) For 2012-2013 the negotiated settlement is a 2.0% total compensation increase.

Annual Salary Increments

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. (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.) 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.

(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.

(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.

Payments **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.

Income Tax **17.** (a) AEGS remuneration is subject to income tax deductions.

(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.

(c) The Salary component of remuneration is subject to Canada Pension Plan and Employment Insurance deductions

PARENTAL BENEFITS

- 18.** (a) Eligibility: mother; father; partner
- (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.
- (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.
- (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.
- (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.
- (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.
- (g) The department shall submit a Student Appointment/Pay Action form to Payroll Operations office by the semi-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.
- (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.
- (i) An AEGS shall not be adversely affected as a result of utilizing approved parental benefits.

SCHOLARSHIPS

19. (a) These regulations do not restrict students from combining GAs/TAPs with graduate scholarships. Scholarship holders who have assistantships should check the eligibility requirements of the scholarship to ensure there are no restrictions on holding an assistantship.

GAs

*Length of
Appointment and
Teaching Duties*

- 20.** (a) Graduate assistantships may be awarded for a period of less than one full term.
- (b) A graduate student may be appointed to one, two or three terms as a GA in any calendar year depending on the admissibility of the student and the requirements of the department.

(c) If a graduate student is appointed as a teaching GA and is to be responsible for instruction of a course, no provision of such an appointment shall contravene the regulations governing graduate assistantships.

(d) No TA appointment involving instruction of a course shall exceed the maximum number of hours permitted under an AEGS's agreement (currently 12 hours per week) unless an increase and an appropriate arrangement for remuneration are agreed to by the student and are approved by the Dean, FGSR following appropriate consultation with the department, the GA, and the GSA Vice President Labour.

*Departmental
Obligations*

21. (a) Clear departmental criteria shall be available regarding the selection of students to receive GA appointments. These criteria shall be published in the departmental graduate materials and distributed to all graduate students in the department. Questions concerning the application of the criteria should, in the first instance, be directed to the appropriate department chair.

(b) In the selection of GAs it is acknowledged that academic qualifications and suitability for the teaching or research duties required are to be considered as the primary criteria.

(c) The department chair shall assign specific duties to each GA in accordance with these regulations. In the event of a dispute, the parties shall have recourse to the dispute resolution mechanism in this Agreement under §36.

(d) In the assignment of duties for GAs, it is acknowledged that criteria for teaching assistants (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.

(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.

(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.

(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.

Hours of Work

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.

(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.

*Duties and
Salary*

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.

(b) Principal Instructors whose teaching load is 3 credits or higher shall have GA appointments of 12 hours per week.

(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.

(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 be 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.

(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.

Leave

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.

(b) A GA is entitled to three weeks paid leave for medical or compassionate reasons.

(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.

(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. 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. In the case of physical injuries incurred while engaging in GA activities, the GA can apply to the Workers' Compensation Board for compensation.

Deferral

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. 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.

Vacation Pay

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.

(b) For the purpose of calculating vacation leave, the vacation year shall extend from September 1 to August 31.

(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.

Renewal of GA

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:

(1) the student's registration status changes in a way that renders the student ineligible for the renewed assistantship;

(2) the student fails to perform to established departmental or Faculty standards in their assistantship duties or in their graduate program.

(b) Denial of renewal of a renewable GA appointment is subject to the dispute resolution procedures in this Agreement under §36.

(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.

TAPs

Categories of Trust Appointments

28. (a) These Regulations cover two groups of graduate students:

(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.

(2) Graduate students who are appointed to work as research assistants paid from a faculty member's trust account without any departmental funding commitment.

(b) Within these two broad divisions, trust-funded graduate students can fall under the following categories:

(1) a graduate student who is funded entirely by a trust appointment for the purposes pertaining to the requirements of their thesis research;

(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;

(3) a graduate student who is funded partly through an operating-funded assistantship as well as a trust appointment;

(4) a graduate student who is funded partly through scholarship as well as a trust appointment.

(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.

Remuneration

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.

(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.

(c) Trust-holders should bear in mind the minimum levels of remuneration (see APPENDIX C) when preparing budgets for grant applications or contract research.

(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).

(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.

Leave

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-holders shall be encouraged to be generous in the consideration of the needs of the students.

(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

Deferral

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.

Vacation Pay

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.

(b) For the purpose of calculating vacation leave, the vacation year shall extend from September 1 to August 31.

(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.

Renewal of Trust Appointment

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:

(1) the student's registration status changes in a way that renders the student ineligible for the renewed trust appointment.

(2) the student fails to perform to established departmental or faculty standards in their appointment duties or in their graduate program.

(b) When a trust-holder awards a trust appointment to a student and when that appointment is 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.

(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.

III. APPOINTMENT OF GRADUATE STUDENTS TO ACADEMICALLY-RELATED EMPLOYMENT (ARE)

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 *Student Appointment/Pay Action* form from Payroll Operations.

(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).

(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).

(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.

(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.)

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.

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.

IV. DISCIPLINE

35. (a) A graduate student can only be disciplined for just cause, following the Dispute Resolution procedures in §V

(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.

(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.

V. DISPUTE RESOLUTION

Disputes

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.

(b) The parties specifically acknowledge that the differences arising out of this Agreement are 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.

(c) Notwithstanding the preceding paragraph, §36(b), the denial of renewal of a renewable GAp or TAP is subject to this dispute resolution process.

(d) No graduate student shall be adversely affected as a result of raising a difference or filing a grievance under this Agreement

(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.

(f) Time periods referred to may be altered by mutual consent of the parties.

Dispute Resolution Procedures

37. (a) The dispute resolution process contemplates an informal resolution process and a formal resolution process.

(b) *Step 1.* 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.

(c) *Step 2.* 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.

(d) *Step 3.* 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.

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.

The Dean, Faculty of Graduate Studies and Research, shall gather information from all parties and attempts shall be made to resolve the dispute.

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.

In the case of AREs, the decision of the Dean of the Faculty of Graduate Studies and Research shall be final and binding.

ARBITRATION

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.

(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.

(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.

(d) The report shall include a recommendation for resolution of the dispute.

(e) The GSA may accept the proposed resolution as satisfactory or, within 15 working days, may require the establishment of an arbitration panel.

(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 parties will share the cost of a chair.

(g) Within 15 working days of the request of the arbitration panel, the panel must meet.

(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.

(i) Procedural rulings shall be made by the panel chair but are subject to reversal by majority vote of the arbitration panel

(j) Hearings before an arbitration panel shall be in private.

(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.

PROCEDURES FOR AMENDMENTS OF AGREEMENT

Regulations Review and Amending **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.

(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.

(c) The RRC shall also:

(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.

(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.

(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.

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.

(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.

(g) Either the Administration or the GSA may refer questions of interpretation of these regulations, in writing, to the RRC.

(h) The RRC shall meet within 30 working days to consider the question.

(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.

(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.

(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.

(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.

(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.

(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:

- 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 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.

- 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 *Arbitration Act* does not apply to an arbitration under this agreement or any award resulting from it.

*Remuneration
and Benefits
Discussions*

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.

The representatives appointed by the Vice-President (Academic) and Provost will be collectively known as the "University Administration Negotiating Team".

The representatives appointed by the Vice President Labour of the Graduate Students' Association will be collectively known as the "Graduate Students' Association Negotiating Team."

(b) Not later than October 1, there shall be a simultaneous exchange of initial written positions respecting remuneration and benefits for all academically employed graduate students.

(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.

(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.

(e) If the Board of Governors and the Graduate Students' Association ratify the agreement, it shall take effect on the date specified.

(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).

APPENDIX A: Negotiations Procedures

I. Introduction

The purpose of this proposal is to suggest practices that will help to further foster the good relationship between the GSA and the Administration through defining reasonable expectations for the bargaining process. This document is intended to identify the best practices in order to facilitate negotiations between the Administration and the GSA in their unique relationship.

In collective bargaining the concept of “good faith” is meant to express the relationship that is required in bargaining to facilitate an effective and productive bargaining relationship. Good faith can be summarized as the following:

Good faith is when parties, with the authority to negotiate, meet with the aim of entering into an agreement through offering proposals and providing information to support their proposals.

Proposed Guidelines for Negotiations

Initiating Bargaining

The current guidelines stipulate the exchange naming the bargaining team, as well as the opening positions in writing before October 1.

Initial Meeting

Due to the demands on both the GSA representatives and the Administration representatives, the best practice would likely be to discuss issues like meeting schedules in the initial meeting. This will include which party will be in charge of scheduling meeting, and how often they should be arranged. A discussion of who is to record information should also be undertaken. In addition, if there are any specific timelines that either party would like to adhere to, for reasonable motivations, this should also be discussed.

The parties at this point will have had a reasonable amount of time to discuss the position presented by the other. The claims in the positions should ideally be supported by a rationale or explanation and supported by information presented clearly and in a user-friendly manner. At the first meeting the proposals, starting with non-salary claims should be discussed by both parties. The following passage best describes this process:

Each party must consider with an open mind what has been claimed and, if a proposal is not accepted, give a sufficiently full explanation so that everyone understands why there is a disagreement.

At this stage, parties need to engage in genuine dialogue and discussion about their needs, restrictions and challenges. For instance, if as an employer you believe there are financial constraints on your ability to accept a pay claim, you should be prepared to explain why and to listen to the response with an open mind.

The time needed for genuine and reasonable consideration of a claim will depend on the circumstance, including how many parties are involved in the bargaining, how significant the issue is, and the stage the bargaining has reached. Delaying a response merely for tactical advantage may be inconsistent with the obligations of good faith, just as dismissing a proposal without any consideration would be.

If a claim is not accepted you should explain why. The extent to which a party explains its decision may be relevant to whether the issues involved have been in good faith.

As you proceed to discuss claims, areas of disagreement will usually become apparent. You should work together to identify barriers and to further consider each other’s positions. This may include, for example, “repackaging” groups of proposals and look for acceptable compromises. Everyone needs to be willing to genuinely explore alternatives.¹

Subsequent Meetings

It is best practice to exchange written modified proposals within a reasonable time before subsequent meetings. This allows both teams to orient themselves to the proposals, as well as provide any information that has been requested by the other party.

Provision of Information

Providing information contributes to the bargaining process through facilitating informed discussion, promoting open and honest negotiation, preventing misunderstandings, and fostering mutual respect and honesty. As a general rule, each party provides information that they have the access to in order to support their claims. The provision of information should be discussed at the first meeting. This discussion should include what type of information is expected to be required, and who will be responsible for providing it.

Agreement

When an agreement on a term is reached it is best practice to note the exact term agreed upon, and for it to be signed upon by both parties in a memorandum of agreement. This prevents future disagreement about the term agreed upon.

II. Conclusion

This document is intended to serve as a general guideline of the best practices to be employed in the negotiation process. While the familiarity and friendly environment in which we undertake negotiation at the University of Alberta is a great asset, defining the general processes and practices that will make the negotiation process more effective and will serve to further the good relationship currently enjoyed by the GSA and University of Alberta.

APPENDIX B: Forms

See www.gradstudies.ualberta.ca/awardsfunding/assistantships/offer.htm for the following forms:

- Offer of Graduate Student Operating Funding
- Offer of Graduate Student Trust Funding—TAP A
- Offer of Graduate Student Trust Funding—TAP B
- Offer of Graduate Student Combined Trust and/or Operating Funding

See www.gradstudies.ualberta.ca/awardsfunding/assistantships/guidelines.htm for the following forms:

- Time Use Guideline—Research Assistant
- Time Use Guideline—Teaching Assistant

See www.gradstudies.ualberta.ca/examsconvo/leave.htm for the following form:

- Application for Leave of Absence

APPENDIX C: Award and Salary Schedules

Note: All printouts of the collective agreement must also contain printouts of the following Schedules

- [Operating-funded Award and Minimum Salary Schedule](#)
- [Trust-funded Award and Minimum Salary Schedule \(TAP A Appointment\)](#)
- [Trust-funded Award and Minimum Salary Schedule \(TAP B Appointment\)](#)
- [Academically-Related Employment \(ARE\)](#)

APPENDIX D: Combined Semi-Monthly and Monthly Pay Cycle Dates 2012

See <http://www.hrs.ualberta.ca/HiringandManaging/PayAdmin.aspx> for Semi-Monthly Pay Cycle Dates:

APPENDIX E: Dispute Resolution Chart

- [Resolution of Assistantship Disputes \(PDF\)](#)