

Collective Agreement Between

The Board of Governors of the
University of Calgary



**UNIVERSITY OF
CALGARY**

and

The Graduate Students' Association



May 1, 2020 – December 31, 2022

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CONTACT INFORMATION PAGE

For interpretation information, contact the HR Advisor, Academic in your faculty:

To locate your HR Advisor, Academic, please refer to the directory on our UCalgary HR website:
<https://www.ucalgary.ca/hr/contact-us/hr-partners-and-advisors>

For questions related to submitting template-based hires, please contact UService:

Phone: 403.210.9300
Email: hr@ucalgary.ca
Website: <https://www.ucalgary.ca/uservice>

To contact the Graduate Students' Association:

Phone: 403.220.5997
Email: lrc.gsa@ucalgary.ca
Location: Room 1030, Earth Sciences Building

This agreement covers relationships between the Board of Governors of the University of Calgary (the "Board") and graduate students employed by the Board as Graduate Assistants (Teaching), Graduate Assistants (Non-Teaching) and Graduate Assistants (Research).

This agreement does **not** cover relationships between the Board and those not so employed.

ARTICLE 1: DEFINITIONS

1.1 In this Agreement, the following definitions apply:

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

- l) "Researcher" refers to the person responsible for the supervision of the assigned duties of a Graduate Assistant (Non-teaching) [GA(NT)] or a Graduate Assistant (Research) [GA(R)].

ARTICLE 2: RECOGNITION

- 2.1 The Board recognizes, in accordance with the Post-Secondary Learning Act, that the GSA has the exclusive authority, on behalf of graduate students, to negotiate and enter into an agreement with respect to the employment of Graduate Students with the Board.
- 2.2 Only Graduate Students may receive appointments under this Collective Agreement.

In the event that a Graduate Student receives a Graduate Assistantship during the final term of their program, the assistantship may continue until the end of the term in which the student has successfully completed the final oral examination or exit requirements. **The ability to hold a Graduate Assistantship may be impacted by a suspension or leave of absence.**

2.3 Levy

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

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

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

- name of Graduate Student;
- period of appointment
- level of appointment
- category of Graduate Assistantship(s);
- faculty;
- department;
- remuneration during the pay period for which a levy was deducted; and
- levy deducted

2.4 Information

At the beginning of each academic term, or upon request within a reasonable timeframe, the Board shall provide the GSA with the following information on the Graduate Assistantships assigned:

- name of Graduate Student;
- period of appointment
- level of appointment
- category of Graduate Assistantship(s);
- faculty;
- department;
- remuneration (total of salary and scholarship) [Graduate Assistant (Teaching) and Graduate Assistants (Non-Teaching) only];
- hourly rate [Graduate Assistant (Research) only]; and
- University of Calgary email address.

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

ARTICLE 3: MANAGEMENT RIGHTS

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

The Board, from time to time, may issue regulations and directives; however, such regulations and directives shall not contravene the terms of this Agreement.

ARTICLE 4: DISCRIMINATION AND HARASSMENT

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

Harassment may be a single incident or series of incidents, may involve an individual or group of individuals, and may take verbal, written, graphic, or physical forms. Harassment may occur during work or school hours or not, and on or off campus.

- 4.2 This article is not intended to limit or constrain the reasonable exercise of supervisory or management functions in the workplace such as, but not limited to:
- Performance evaluations based on work performance
 - Imposition of discipline
 - A managerial directive
 - A denial of a request for time off
- 4.3 Complaints of harassment shall be reported to the GSA by the Board and dealt with in accordance with University policy.

ARTICLE 5: APPOINTMENTS

5.1 Categories of Appointment

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

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

Graduate Assistants are not responsible for investigating plagiarism or violations of academic integrity

a) Graduate Assistant (Teaching)

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

Graduate Assistants are not responsible for assigning the final grades in any course or section of a course.

b) Graduate Assistant (Non-Teaching)

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

c) Graduate Assistant (Research)

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

Please refer to "Letter of Understanding RE: Graduate Assistant (Research) Appointments in Business and Administrative Units" for exceptions to the funding restrictions noted in this provision.

d) Appointment Letters

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

- Period of appointment;
- Category of Graduate Assistantship(s);
- Level of appointment;
- Rate of pay;
- Course name and number [Graduate Assistant (Teaching) only];
- Brief description of duties [Graduate Assistant (Non-Teaching) only]; and
- Dates of appointment

5.2 Graduate Assistant Appointments Details

Wherever possible, units will match Graduate Students with Graduate Assistantships according to the students' preference, skill set and the units' needs.

a) Appointment Periods and Normal Hours of Work (GAT & GANT)

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

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

Contracts expire at the end of the assigned term and cannot be carried over into another semester.

Appointments may only be made as follows:

Appointment	Normal hours of work/period
Full-time	204
Three-quarters	153
One-half	102
One-third	68
One-quarter	51
One-sixth	34

*Please refer to Letter of Understanding for details about the One-twelfth appointment.

The normal hours of work assigned to a full-time Graduate Student is 12 hours a week during the fall and winter terms and may vary from week to week. Part-time Graduate Assistantships will have the normal hours of work pro-rated.

It is recognized that Graduate Assistants in the spring and summer terms will perform more hours a week, and that these hours may also vary from week to week, given the shorter period of appointment.

b) Appointment Periods and Normal Hours of Work (GAR)

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

Graduate Assistant (Research) contracts shall not exceed 450 hours.

c) Limits on Graduate Assistantships (GAT, GANT, GAR)

Duties should not cause the Graduate to work a significant number of additional hours over and above the normal hours of work specified in Article 5.2 a) and b).

Where in any given week a Graduate Assistant is requested to work more than twelve hours, advance notification and/or consultation with the Graduate Assistant is required to ensure that the increased number of hours will not be so large as to hinder normal progress of their program of study and research. In this context, the Graduate Assistant is advised to consult with their Course Instructor or Researcher if it is felt that normal progress cannot be maintained.

Assistantship contracts may be combined; however, the onus is on the Graduate Student to verify the terms and conditions of other funding sources to ensure compliance.

The Department Head, Course Instructor/Researcher and the Graduate Student must consider the interplay of various factors in determining any additional Graduate Assistantships and judge responsibly whether a Graduate Student's academic program will be jeopardized by their additional Graduate Assistantship. A full or partial Graduate Assistantship may be held in combination with any other Graduate Assistantship provided that it does not violate the terms of the other Graduate Assistantship.

d) Limits on Graduate Assistant (Teaching and Non-Teaching) Hours of Work

Graduate Students registered on a full-time basis with the Faculty of Graduate Studies will not normally be appointed to more than one and a half (1.5) full-time or equivalent appointments per academic term, and in no case more than two (2) full-time or equivalent Graduate Assistantships per academic term.

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

e) Employment Contracts

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

Prior to the commencement of the Graduate Assistantship, unless otherwise not possible, the Course Instructor, Researcher, or equivalent and the Graduate Assistant will discuss the contract and complete the assignment of duties form.

Both the Offer of Employment as well as the assignment of duties form must be completed and signed by all parties prior to the commencement of the Graduate Assistantship in order to be deemed compliant. Within the first month of the Graduate Assistantship commencing, copies of all employment contracts will be provided to the Graduate Student, with a copy sent to Human Resources (hrgrad@ucalgary.ca) and the GSA (gsacontr@ucalgary.ca).

Adherence to these provisions and general contract compliance is of the upmost importance to the GSA and the Board. It is in all parties' interest to ensure contracts (Offers of Employment and the Assignment of Assistantship Duties form) are completed, signed and submitted to Human Resources and the GSA within the first month of the Graduate Assistantship commencing.

f) Evaluation

There is no probationary period for Graduate Assistantships (Teaching) or Graduate Assistantships (Non-Teaching). Department Heads or equivalents must ensure that Graduate Assistants (Teaching) and Graduate Assistants (Non-Teaching) are trained and supervised for the duties to be performed and develop departmental guidelines to promote these activities. If requested, Course Instructors shall meet with Graduate Assistants towards the middle of the period of appointment to discuss performance and provide feedback in writing. This formative feedback should not become part of the Graduate Student's permanent record.

Departments are also encouraged to provide each Graduate Assistant with written performance feedback within one month of completion of the Graduate Assistantship. A copy will be given to the Graduate Assistant with the original kept in the departmental files.

g) Training (GAT, GANT, GAR)

If mandatory training time or orientations are required for the purposes of the Graduate Assistantship, it will be included toward fulfillment of the Graduate Assistant's hours for the period of the Graduate Assistantship.

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

One (1) hour of professional development may be included as part of the GAR contract at the discretion of the Researcher if requested by the Graduate Assistant.

h) Departmental Responsibilities

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

5.3 Termination and Changes to Employment Contracts (GAT, GANT, GAR)

a) Graduate Assistant (Teaching) and Graduate Assistant (Non-Teaching)

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

- Cancellation of the contract by the Board prior to the commencement of the academic term will result in:
 - 1) the Graduate Student being offered an equivalent position; or
 - 2) in the event that an equivalent position is not available or the Graduate Student elects not to accept the equivalent position, a cancellation fee of five- hundred dollars (\$500) will be paid as salary.

- Cancellation of the contract by the Board on or after the commencement of the academic term will result in:
 - 1) The graduate student being offered an equivalent position; or
 - 2) in the event that an equivalent position is not available, the student will be paid the value of the contract as scholarship; or
 - 3) if the student elects not to accept the equivalent position, a cancellation fee equivalent to the scholarship portion of the contract will be paid.

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

b) Graduate Assistant (Research)

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

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

c) Resignation (GAT, GANT, GAR)

Graduate Assistants (GAT and GANT) may resign by providing written notice to their Department Head and Course Instructor/Researcher with a minimum of ten (10) business days' notice.

Graduate Assistants (GAR) when resigning, shall provide in writing to their Researcher a minimum of ten (10) business days' notice of their intention to resign.

d) Absence without Authorization (GAT, GANT, GAR)

Where a Graduate Assistant is absent from work without authorization for three (3) consecutive working days, scheduled or normally worked by the Graduate Assistant, the Course Instructor or Researcher may deem the Graduate Assistant to have resigned their employment without notice.

ARTICLE 6: REMUNERATION AND BENEFITS

6.1 Remuneration

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

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

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

The remuneration for all appointments is listed in Schedule A.

6.2 Payment

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

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

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

6.3 Vacation

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

ARTICLE 7: MEDICAL LEAVES

7.1 Medical Leave

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

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

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

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

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

The cost of acquiring the medical information will be reimbursed by the Board.

ARTICLE 8: PARENTAL LEAVES

8.1 Maternity Leave

All pregnant Graduate Assistants who hold a current Graduate Assistantship will be eligible

for maternity leave.

- a) Maternity leave is available to all pregnant Graduate Assistants who hold a Graduate Assistantship at the time of birth of the child.
- b) For Graduate Students who hold their first Graduate Assistantship, they are entitled to a leave without pay of fifteen (15) weeks or until the end of the appointment, whichever is earlier.
- c) Graduate Students who have completed at least one Graduate Assistantship (full or partial) in the 12 months prior to the birth of the child and hold a Graduate Assistantship (full or partial) at the time of the leave, they are entitled to a leave with pay of fifteen (15) weeks, or until the end of their contract whichever is earlier, as follows:
 - Graduate Assistants (Teaching) and Graduate Assistants (Non-Teaching):
70% of the rate of remuneration outlined in Schedule A
 - Graduate Assistants (Research):
70% of the daily average of earnings in the twenty (20) business days preceding the commencement of the leave
- d) The Graduate Assistant must provide at least two (2) weeks' notice of the leave to their Department Head or equivalent, Course Instructor or Researcher before the anticipated commencement of the leave.
- e) The pregnant Graduate Assistant shall commence the leave no later than the day of birth.
- f) The Graduate Assistant will provide at least two (2) weeks' notice of return from leave to their Department Head or equivalent, Course Instructor or Researcher. If the end of the leave is within the existing appointment, the returning Graduate Assistant shall be reinstated to their previous position or shall be provided with the duties outlined in the contract or alternative work of a comparable nature.

8.2 Adoptive Leave

- a) Adoptive leave is available to all Graduate Assistants who hold an appointment at the time of the child being placed with the adoptive parent.
- b) For Graduate Students who hold their first Graduate Assistantship, they are entitled to a leave without pay of fifteen (15) weeks or until the end of the appointment, whichever is earlier.
- c) Graduate Students who have completed at least one Graduate Assistantship (full or partial)

in the 12 months prior to the child being placed with the adoptive parent and hold a Graduate Assistantship (full or partial) at the time of the leave, are entitled to a leave with pay of fifteen (15) weeks, or until the end of their contract, as follows:

- Graduate Assistants (Teaching) and Graduate Assistants (Non-Teaching): 70% of the rate of remuneration outlined in Schedule A
 - Graduate Assistants (Research): 70% of the daily average of earnings in the twenty (20) business days preceding the commencement of the leave
- d) The Graduate Assistant must provide at least two (2) weeks' notice of the leave to their Department Head or equivalent, Course Instructor or Researcher before the anticipated commencement of the leave.
- e) The adoptive parent shall commence their leave no later than the day the child is placed with the adoptive parent.
- f) The Graduate Assistant will provide at least two (2) weeks' notice of return from leave to their Department Head or equivalent, Course Instructor or Researcher. If the end of the leave is within the existing Graduate Assistantship, the returning Graduate Assistant shall be reinstated to their previous position or shall be provided with the duties outlined in the contract or alternative work of a comparable nature.
- g) If two (2) Graduate Assistants are parents of the same child, adoptive leave may be either taken wholly by one of the Graduate Assistants or may be shared by both parents, but the combined period of leave cannot exceed fifteen (15) weeks or until the end of their contract whichever is less. Only one Graduate Assistant can be on leave at a given time.

8.3 Partner Leave

Partner Leave is available to all Graduate Assistants who are the spouse or domestic partner of a person who has given birth. Graduate Assistants are entitled to ten (10) business days of leave with pay. The leave shall commence no earlier than the birth of the child and no later than five (5) business days after the birth of the child.

The Graduate Assistant will provide at least two (2) weeks' notice of the leave to their Department Head or equivalent, Course Instructor or Researcher before the anticipated commencement of the leave. The returning Graduate Assistant shall be reinstated to his/her previous position or shall be provided with the same duties or alternative duties of a comparable nature.

ARTICLE 9: SPECIAL LEAVES

9.1 Bereavement Leave

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

9.2 Compassionate Care Leave

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

The Graduate Assistant and the Course Instructor/ Researcher may waive the notice requirements by mutual agreement.

9.3 Deferral of Appointment (GAT or GANT)

Requests for a deferral of a Graduate Assistantship for medical, parental, maternity, or special reasons will be made by the Graduate Assistant to the Course Instructor or Researcher, and Department Head.

Deferred Graduate Assistantships will be available for at least one year following the deferral. Departments may not be able to guarantee that deferred Graduate Assistantship will be available during the Spring/Summer Term.

ARTICLE 10: HEALTH AND SAFETY

10.1 The Board is committed to ensuring that the workplaces within which Graduate Assistants perform their duties are safe. A Graduate Assistant shall be provided with training and protective equipment appropriate to the duties.

10.2 A Graduate Assistant is responsible to maintain a safe work environment and to follow safe working procedures.

- 10.3 Where a Graduate Assistant considers that another person is performing work in an unsafe manner or that the work or workplace is unsafe, the Graduate Assistant shall immediately make a report to the Department Head or equivalent.
- 10.4 A Graduate Assistant shall not be required to perform their duties when the work or workplace is considered to be unsafe. If a Graduate Assistant chooses not to carry out duties because of safety concerns, such action shall not be considered a violation of these regulations, nor shall it be grounds for withholding pay.
- 10.5 At any time, a Graduate Assistant has the right to request that an Environmental Health and Safety Officer inspect the workplace.
- 10.6 The Board shall notify the GSA immediately that it is aware of the occurrence of an on-the-job fatal accident or the serious injury of a Graduate Assistant.

ARTICLE 11: DISCIPLINE

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

ARTICLE 12: JOINT COMMITTEE

- 12.1 There shall be a Joint Committee consisting of up to four (4) representatives appointed by the GSA and up to four (4) representatives appointed by the Board.
- 12.2 The purpose of the Committee is to review matters of mutual interest arising from the application of this Collective Agreement and to foster communications and co-operation between the Parties. The Committee shall not have the power to deal with any matters which are properly the subject of a grievance or negotiation.
- 12.3 The Committee shall meet whenever the need arises, but at least every academic semester.

ARTICLE 13: GRIEVANCE PROCEDURE

- 13.1 Disputes arising in regards to the application of this Collective Agreement shall be settled in accordance with these grievance procedures, without stoppage of work, refusal to perform work or lockout.

13.2 The GSA may act as an advocate for Graduate Assistants who allege there has been a violation or improper application of the terms of this Collective Agreement. Graduate Assistants have the right to seek advice and guidance from the GSA at any time. The GSA may appoint a representative to assist, accompany or represent the Graduate Assistant under the grievance procedures.

13.3 Individual Grievance Procedure

- a) Should a Graduate Assistant allege that there has been a violation or improper application of the terms of this Collective Agreement, the Graduate Assistant should, in the first instance, seek clarification and resolution in consultation with the Course Instructor or Researcher within seven (7) business days of becoming aware of the event, incident, or conduct that gave rise to the allegation. The Course Instructor or Researcher has seven (7) business days to respond in writing.
- b) If the matter is still not resolved, the Graduate Assistant may submit a grievance in writing to the Department Head or equivalent within seven (7) days of the conclusion of the previous step. The Department Head or equivalent must respond in writing within seven (7) business days of being informed of the grievance.
- c) If the matter is still not resolved, the Graduate Assistant may submit a grievance to the Dean of the Faculty and the Dean of the Faculty of Graduate Studies within seven (7) days of the conclusion of the previous step. The Dean of the Faculty of Graduate Studies shall investigate and deliver a written grievance response to the Graduate Assistant within seven (7) business days of receipt of the grievance.
- d) If the matter has not been resolved to the satisfaction of the Graduate Assistant, the GSA has the authority to refer the grievance to mediation or arbitration.
- e) One or more of the steps of the grievance procedure may be bypassed by mutual agreement between the Board and the GSA. Deadlines can be extended by mutual agreement between the Board and the GSA.

13.4 Collective or Policy Grievance Procedure

- a) Should the GSA or the Board allege that there has been a violation or improper application of the terms of this Collective Agreement, either Party may submit a grievance in writing to the other Party within seven (7) business days of becoming aware of the event, incident, or conduct that gave rise to the grievance. The GSA shall submit any such grievance to the Dean of the Faculty of Graduate Studies. The Board shall submit any such grievance to the Vice- President (Academic) of the GSA. The Parties shall meet within seven (7) business days of the receipt of the grievance. The Party in receipt of the grievance will respond to the other Party within seven (7) business days of the meeting.

- b) If the matter is still not resolved, the GSA or the Board may submit the grievance in writing to the President of the GSA or the Provost and Vice-President (Academic), as is appropriate, within seven (7) business days of the conclusion of the previous step. The President of the GSA or the Provost and Vice-President (Academic) shall investigate and respond in writing to the other Party within seven (7) business days of receipt of the grievance.
- c) If the grievance has not been resolved, either Party may refer the grievance to mediation or arbitration.
- d) One or more of the steps of the grievance procedure may be bypassed by mutual agreement between the Board and the GSA. Deadlines can be extended by mutual agreement between the Board and the GSA.

13.5 Mediation

- a) A grievance may be referred to mediation by informing, in writing, the President of the GSA or the Provost and Vice-President (Academic), as is appropriate, no later than ten (10) business days after the conclusion of the grievance procedure.
- b) Mediation is a process by which the Parties come together for open communication of their differences, assisted by a trained Mediator, with the intention of reaching a mutual solution for the problem. The matters discussed in mediation are kept confidential and cannot subsequently be used by one Party against the other if mutual agreement is not reached. The discussions that take place during mediation are confidential and private and information shared during the mediation process cannot be used against either Party after mediation has concluded, regardless of the outcome.
- c) If either Party in the dispute declines mediation or withdraws from the mediation, the Party which submitted the grievance may refer the grievance to arbitration.
- d) Both Parties involved in the mediation shall agree upon a Mediator. If an agreement cannot be reached, the dispute proceeds to arbitration.
- e) Contacting the Mediator is the responsibility of the Party who initiated the grievance.
- f) The following people are allowed to be present during the mediation process:
 - The Mediator
 - Both Parties involved in the dispute
 - One support person for each Party involved in the dispute
- g) Normally, nothing in writing is brought to the mediation process. No witnesses are called and there is no testimony. The Mediator is present to assist the Parties directly involved in the dispute to discuss the problem openly and to come to a solution that is agreeable to

both Parties.

- h) Successful mediation is final and binding and results in a letter of agreement signed by all Parties in the dispute.
- i) The GSA and the Board shall bear the fees and expense of the mediation process equally.

13.6 Arbitration

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

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

- Summarize the alleged violation or improper application of the terms of this Collective Agreement
 - List the section(s) of the Agreement that are alleged to have been violated or improperly applied
 - State the remedy sought
- b) Both Parties involved in the arbitration process shall mutually agree on an arbitrator. If the two Parties cannot agree on an arbitrator, then the Parties will select at random one of the arbitrators listed on the Grievance Arbitrator Roster of the Government of Alberta.
 - c) At least five (5) business days before the hearing, the Parties will provide a Statement of Facts to the Arbitrator. The Statement of Facts normally will consist of two sections. The first section will include all facts that can be mutually agreed upon. The second section will outline the facts that cannot be mutually agreed upon but that each Party considers relevant and intends to bring forward at the hearing.
 - d) The Arbitrator will receive and consider written submissions and hear oral submissions from both Parties involved. Both Parties involved have the right to have witnesses give testimony, to cross• examine such witnesses, and to present oral arguments. The arbitrator may request oral or written testimony from other parties involved in the dispute.
 - e) The Arbitrator shall issue a letter, usually not longer than two pages, indicating their decision within thirty (30) business days of the hearing. The decision is final and binding.
 - f) The Arbitrator shall not have the authority to change this Agreement or alter, modify, or amend any of its provisions.
 - g) The GSA and the Board shall bear the fees and expenses of the arbitration equally.

ARTICLE 14: NEGOTIATING PROCEDURES

14.1 Notice to commence collective bargaining

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

14.2 Composition of the Negotiating Committee

Each Party to the negotiations shall name of no more than four (4) members to its negotiating committee. The Dean of the Faculty of Graduate Studies will participate as a resource to both sides.

14.3 Exchange of documents

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

14.4 Mediation

If a dispute arises in the negotiations, the Parties may agree to appoint a Mediator to assist in settling the dispute.

Mediation is a process by which the Parties come together for open communication of their differences, assisted by a trained mediator, with the intention of reaching a mutual solution for negotiation. The matters discussed in mediation are kept confidential and cannot subsequently be used by one Party against the other if mutual agreement is not reached. The discussions that take place during mediation are confidential and private and information shared during the mediation process cannot be used against either Party after mediation has concluded, regardless of the outcome

Either Party may at any time withdraw from the mediation. The Parties will then return to the bargaining or one Party will refer the negotiations to interest arbitration.

14.5 Arbitration

Either Party may refer negotiations to interest arbitration.

If the two parties cannot agree on an arbitrator, then the Parties will select at random one of the arbitrators listed on the Grievance Arbitrator Roster of the Government of Alberta.

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

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

14.6 Ratification

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

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

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

ARTICLE 15: GENERAL

15.1 Official notices

Official notices exchanged between the Parties shall be sent to:

Provost and Vice-President (Academic)
University of Calgary
Executive Office, room A100
Email: provost@ucalgary.ca

Labour Relations Committee, Chair Graduate Students' Association Earth Sciences, Room 1030

Email: lrc.gsa@ucalgary.ca

Contracts to be sent to: gsacontr@ucalgary.ca

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

ARTICLE 16: DURATION OF THE COLLECTIVE AGREEMENT

16.1 Duration of Collective Agreement

This Agreement shall be in effect May 1, 2020 to December 31, 2022.

The terms and conditions of this Agreement shall continue in effect until a new agreement is signed.

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



Ed McCauley
President
University of Calgary



Tanille Shandro
President
Graduate Students' Association



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



Brit Paris
Chair – Labour Relations Committee
Graduate Students' Association

SCHEDULE A: REMUNERATION

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

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

	Level of Appointment	Scholarship	Salary	Total
May 1, 2020 to December 31, 2022	full-time	4,447.21	4,447.20	8,894.41
	three-quarter	3,335.41	3,335.40	6,670.81
	one-half	2,223.61	2,223.60	4,447.21
	one-third	1,482.40	1,482.40	2,964.80
	one-quarter	1,111.81	1,111.80	2,223.61
	one-sixth	741.20	741.20	1,482.40

2. Graduate Assistants (Research)

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

May 1, 2020 – December, 31, 2020	18.03
January 1, 2021 – December, 31, 2021	18.03
January 1, 2022 – December, 31, 2022	18.03

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