

AGREEMENT BETWEEN

THE BOARD OF GOVERNORS OF THE UNIVERSITY OF
LETHBRIDGE (“the Board”)



and

THE GRADUATE STUDENTS' ASSOCIATION OF THE
UNIVERSITY OF LETHBRIDGE (“GSA”)



EFFECTIVE: MAY 1, 2015
RATIFIED: JUNE 12, 2015
AMENDED (SCHEDULE C): APRIL 11, 2016

CONTACT PAGE

If, after reading this document, you have questions or require assistance in interpretation, please contact:

School of Graduate Studies
Room 115, Anderson Hall
(403) 329-2742
Email: sgs@uleth.ca

Vice-President Academic
Graduate Students' Association
Room 2041, Markin Hall
(403) 329-2132
Email: vp.internal@ulgsa.ca

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PREAMBLE

As required by Section 96 of the *Post-Secondary Learning Act* of the Province of Alberta, this Agreement was reached between the Governors of the University of Lethbridge (“the Board”) and the University of Lethbridge Graduate Students’ Association (“GSA”) on behalf of all graduate students. It governs the employment of graduate students as graduate assistants at the University of Lethbridge.

The parties recognize the importance of graduate assistant positions to the professional development of graduate students and to the delivery and functioning of academic programs within a liberal education institution.

This Agreement includes provisions for remuneration, terms and conditions of employment, procedures for the settlement of disputes, and procedures respecting the negotiation of future agreements.

ARTICLE 1: TERM OF AGREEMENT

1.01 This Agreement is effective from May 1, 2015 to April 30, 2018. It replaces any previous agreements negotiated by the parties.

1.02 The provisions of this Agreement remain in effect until the parties conclude a new agreement in accordance with Article 3 “Recognition and Collective Bargaining.”

ARTICLE 2: DEFINITIONS

2.01 In this Agreement

- (a) “Agreement” means this agreement, witnessed, signed, and dated;
- (b) “Appointing Dean” means the Dean of the Faculty or School in which the duties of the Assistantship will be performed;
- (c) “Calendar” means the current version University of Lethbridge Graduate Academic Calendar;
- (d) “Coordinator” means a University of Lethbridge faculty member or academic assistant who supervises and coordinates the duties performed by the graduate student during their appointment as a graduate assistant and is responsible for the assignment, monitoring, and evaluation of those duties;
- (e) “Dispute” means any difference arising between the parties to this Agreement concerning the interpretation, application, administration, operation, or alleged violation of this Agreement;
- (f) “File” means the student’s employment file. All documents related to the student’s employment as a graduate assistant will be kept separately from any files related to their academic record;
- (g) “Full-time” means a graduate student who is enrolled in at least 6.0 credit hours;

- (h) “Graduate Assistant” (GA) means a graduate student who has been appointed under this Agreement. It does not include the performance of duties related to the GA’s program of study.
 - i. “Graduate Assistant (Teaching)” means a graduate assistant whose appointment is for the performance of teaching and related duties. These positions are typically funded directly by the University.
 - ii. “Graduate Assistant (Non-Teaching)” means a graduate assistant whose appointment is for the performance of duties that are assigned by the University, other than teaching. These positions are typically funded directly by the University.
 - iii. Effective September 1, 2016:
 “Graduate Assistant (Research)” means a graduate assistant whose appointment is for the performance of research and related duties. These positions are typically funded by a faculty member’s research funds;
- (i) “Graduate student” means any student who is registered in the School of Graduate Studies at the University of Lethbridge and is a member of the Graduate Students’ Association;
- (j) “Leave” means an extended absence of three (3) weeks or more that causes the total number of hours worked under an Graduate Assistantship to be reduced;
- (k) “Non-teaching duties” means project work done in support of a unit and under the direction of a faculty or staff member, such as outreach programs, centres and institutes, the Art Gallery, or other University initiatives.
- (l) “Offer of Appointment” means an Offer of Appointment to a Graduate Assistantship made in accordance with the terms and conditions of this Agreement. An Offer of Appointment to a Graduate Assistantship is distinct and separate from an Offer of Admission to the student’s program of study;
- (m) “Relevant Faculty” means the Faculty where the graduate assistant is employed or offered employment;
- (n) “Research duties” means work done on a research project. This may include collecting research data, interviewing research subjects, bibliographic work, or general research services;
- (o) “Teaching duties” means any tasks related to assistance with the instructional responsibilities of departments. This may include preparing and conducting lectures, laboratories, and/or seminars as well as grading assignments, reports, and examinations.

2.02 Other individuals are referred to by their title (e.g. Vice President (Academic) and Provost;

Dean of the School of Graduate Studies).

- 2.03 For the purposes of Articles 15 and 16, working days means Monday to Friday inclusive, excluding any statutory holidays that the University is closed as published in the Calendar.

ARTICLE 3: RECOGNITION AND COLLECTIVE BARGAINING

- 3.01 As legislated by the *Post-Secondary Learning Act* of the Province of Alberta, the Graduate Students' Association of the University of Lethbridge has the exclusive authority, on behalf of graduate students, to negotiate and enter into an agreement with the Board of Governors of the University of Lethbridge with respect to the academic employment of graduate students as graduate assistants.

3.02 Negotiating Procedures

- (a) Either party to this agreement may provide written notice to commence collective bargaining no earlier than the first business day of the final year of the agreement and no later than February 1 of the final year of the agreement.
- (b) The parties will meet within five to ten (5 to 10) business days to discuss ground rules and a schedule for bargaining. Formal bargaining will begin within fifteen (15) business days of the call to bargain.
- (c) The negotiating teams will bargain in good faith on behalf of the parties.
- (d) Each party to the negotiations shall name no more than three (3) members to its negotiating committee; however, either party may bring resource people to the table as needed.
- (e) Other than simple language changes, each proposal will be presented initially as an interest proposal. An interest proposal includes the article(s) affected, the issue(s) to be addressed, and the interests motivating the proposal.

3.03 Mediation and Arbitration

- (a) If the negotiating teams are unable to conclude a Memorandum of Settlement, the parties may mutually agree to the appointment of a mediator to assist the teams in achieving agreement. Either negotiating team may request that the mediator put forward non-binding recommendations for consideration by the parties.
- (b) Either party may, at any time, withdraw from mediation.
- (c) If the negotiating teams are unable to conclude a Memorandum of Settlement through negotiations or mediation, unresolved issues will be submitted to arbitration by final offer selection.

- (d) The Final Offer Selection Officer will be chosen by joint agreement, or failing joint agreement, by application to Mediation Services - Alberta Jobs, Skills, Training and Labour.
- (e) The parties may reach an agreement at any time during this process, up until the decision of the Final Offer Selection Officer is delivered to the parties.
- (f) The decision of the Final Offer Selection Officer shall be binding.
- (g) The costs associated with mediation and the final offer selection process are shared equally between the parties.

3.04 Ratification

- (a) A Memorandum of Settlement concluded by the negotiating teams will be submitted to the Board of Governors and the GSA Council for ratification.
- (b) The parties will sign the agreement within ten (10) business days of receiving the last approval.
- (c) If either party fails to receive approval of the agreement, negotiations will recommence. New bargaining teams may be formed at the discretion of either party.

ARTICLE 4: APPLICATION OF THE AGREEMENT

- 4.01 These terms and conditions cover the normal cases related to graduate assistantships and provide a standard that can be expected by all graduate assistants. However, there may be occasions where a graduate student and their Coordinator agree that some deviation from this Agreement may be in the best interest of both parties. In such an event, the Coordinator and the graduate student will consult with the Dean of the School of Graduate Studies and the President of the Graduate Students' Association. Any authorized deviations from the Agreement will be forwarded to the appointing Dean to be included in the student's file.
- 4.02 All matters not specifically covered by the provisions of this Agreement will be dealt with at the discretion of the Board.

ARTICLE 5: ELIGIBILITY

- 5.01 All registered graduate students are eligible to hold a graduate assistantship.
- 5.02 Eligibility to hold a graduate assistantship is not a guarantee of an Offer of Appointment.
- 5.03 Graduate students must apply on or before the deadlines identified in the Calendar to be considered for a graduate assistantship.
- 5.04 These terms and conditions do not restrict graduate students from combining a graduate assistantship with graduate scholarships, fellowships, or any other awards. If a student

receives an award and an assistantship, they are advised to check the eligibility requirements of the award to ensure there are no restrictions on holding an assistantship.

ARTICLE 6: HEALTH AND SAFETY

- 6.01 Both the Board and the GSA recognize and accept their responsibilities to develop and maintain a safe work environment.
- 6.02 The Board is committed to ensuring that the workspaces in which graduate assistants perform their duties conform to the standards set out in relevant health and safety legislation, including the *Occupational Health and Safety Act, Regulation, and Code*, and any amendments or replacement thereto.
- 6.03 Graduate students will follow safe working procedures including any relevant Faculty and departmental procedures. Where a graduate student becomes aware of any safety concern, the GA will report the concern(s) to their Coordinator or Department Chair at the earliest available opportunity.

ARTICLE 7: OFFERS OF APPOINTMENT

- 7.01 For each GA (Teaching) or GA (Non-Teaching) appointment or reappointment, the office of the Dean of the relevant Faculty will complete and forward a written Offer of Appointment to the appointee.
- For each GA (Research) appointment or reappointment, the Coordinator will complete and forward a written Offer of Appointment to the appointee.
- The Offer of Appointment will indicate the specifics of the appointment including but not limited to:
- (a) The Term of the Appointment (including the start date of the appointment);
 - (b) Whether the appointment is renewable or non-renewable and, if renewable, for how many terms;
 - (c) The actual rate of pay;
 - (d) The duties and responsibilities of the GA, including whether duties will be teaching and/or research duties;
 - (e) An indication of the average number of hours per week and the total number of hours per semester/summer session the GA will be expected to perform;
 - (f) Where appropriate, the GA's Coordinator, or the date by which the GA can expect to know who his or her Coordinator will be;
 - (g) Notification of the date by which the GA must report to the GA's Coordinator to begin duties. Notice will also be given that failure to report by this date may result in termination of the appointment without further notice to the GA;

- (h) A statement that a GA appointment is not intended to cover the full cost of living, including but not limited to housing costs, and that the student is responsible for paying tuition and fees; and
 - (i) A statement that income from graduate assistantships is in accordance with Canada Revenue Agency legislation and will be treated accordingly by Human Resources.
- 7.02 Signatures and Distribution of Copies
- (a) GA (Teaching and Non-Teaching): Both the appointing Dean and the student must sign the acceptance of an Offer of Appointment. The office of the Dean will give a copy of the signed Offer of Appointment to the student and add a copy to the student's employment file.
 - (b) GA (Research): Both the Coordinator and the student must sign the acceptance of an Offer of Appointment. The Coordinator will give a copy of the signed Offer of Appointment to the student and to the appropriate Faculty Dean for the student's employment file.
- 7.03 The appointing Dean, where appropriate, the Coordinator, and the student will agree, in writing, to any subsequent changes to the GA's duties and responsibilities from those agreed to in the Offer of Appointment. Any changes to duties must not cause the student to work more hours than permitted under this Agreement (see Article 9).
- 7.04 Failure by the GA to report on the date prescribed in the signed Offer of Appointment may result in the termination of the appointment without further notice to the GA.

ARTICLE 8: ASSIGNMENT OF DUTIES

- 8.01 The Coordinator, in consultation with the GA and with the instructor of record or administrator as appropriate, will provide a written Assignment of Duties. The Assignment of Duties:
- (a) Includes a description of the specific duties, performance expectations, and any training required to perform the specific duties assigned;
 - (b) Requires the signatures of the Coordinator, the instructor of record or administrator as appropriate, and the GA;
 - (c) For GA (Teaching) and GA (Non-Teaching) is subject to the approval of the Dean of the relevant Faculty; and
 - (d) Is copied to the GA's employment file, the appropriate instructor of record or administrator, and the GA.
- 8.02 The GA position is viewed as an apprenticeship for further academic or professional careers. As such, graduate assistant functions should not include routine duties commonly

associated with janitorial, secretarial, clerical, technical, or administrative work except as directly related to the GA's own teaching or research duties as outlined in the Assignment of Duties.

- 8.03 Within one month of the completion of the GA's assistantship, the Coordinator shall complete a written evaluation of the student's performance and provide a copy of the evaluation to the student. For GA (Teaching) and GA (Non-Teaching), a copy of the evaluation shall also be provided to the relevant Faculty Dean to be placed in the student's employment file.
- 8.04 A GA shall be provided with facilities and support services, including resources and training, consistent with a GA's duties and responsibilities as set out in the Assignment of Duties.

ARTICLE 9: HOURS OF WORK

- 9.01 (a) The number of hours for a full-time student serving GA appointments will not exceed two hundred and four (204) hours per four (4) month semester. Typically, a GA works up to twelve (12) hours per week, subject to the terms of their individual signed Offers of Appointment. The hours per week can vary providing that in addition to meeting the needs of the assignment itself, the hours assigned are respectful of the students' academic demands.
- (b) It is the graduate student's responsibility to ensure that she/he does not accept an Offer of Appointment that will result in the GA's workload exceeding this maximum without the specific approval of the Dean of Graduate Studies.
- 9.02 The parties recognize that the nature of academic work may mean fluctuations in the number of hours worked in any given week, but in any case the average number of hours worked per week over the four (4) month semester will not exceed the number of hours agreed to in the Offer of Appointment.
- 9.03 The total number of hours includes all forms of service. For GA (Teaching), service includes allowance for preparation, delivery, and marking. If attendance at lectures is required as part of an assigned service function, the time committed to that must be included as part of the GA's weekly hours.
- 9.04 Work associated with the graduate assistantship is to be completed within the Term of Appointment unless an alternate agreement is reached in writing between the Coordinator and the GA, and is approved by the appointing Dean.

ARTICLE 10: RENEWAL OF GRADUATE ASSISTANTSHIP

- 10.01 Where a student has been offered a renewable GA appointment, the renewal of the assistantship is contingent upon:
- (a) The student's acceptable performance of duties to the satisfaction of the Coordinator and the Dean of the relevant Faculty;
 - (b) The fulfillment of the appointment criteria as evidenced by the Coordinator's report; and
 - (c) The student remaining eligible for appointment to a graduate assistantship.
- 10.02 Normally, a student's termination from a graduate assistantship will cause any possible renewals related to that appointment to be rescinded.

ARTICLE 11: TERMINATION

- 11.01 Termination before the end of the agreed term may be effected for cause. Cause includes but is not limited to: a change in the student's registration status; the student's failure to perform to academic standards in their program of study; and/or failure to meet the requirements of the Offer of Appointment.
- 11.02 In most cases, the Coordinator should give prior written warning and make reasonable efforts to rectify difficulties related to performance or failure to meet any requirement of the position. Any such written warning shall be placed in the student's employment file, and a copy of the warning shall be provided to the student. The failure to give prior written warning will not, by itself, be grounds for a dispute.
- 11.03 Written notice with reasons for termination will be given to the graduate assistant and the Dean of the School of Graduate Studies and a copy included in the student's employment file.
- 11.04 A GA's duties may be temporarily suspended pending the investigation of the cause for termination.

ARTICLE 12: REMUNERATION

- 12.01 The rate of pay will be communicated in the Offer of Appointment in accordance with Schedule A.
- 12.02 Payments for graduate assistants will be made in arrears in the form of biweekly or monthly payments.
- 12.03 Remuneration will be treated as income in accordance with Canada Revenue Agency legislation and is subject to deductions in accordance with Canada Revenue Agency legislation.
- 12.04 Payment in lieu of vacation is included in the remuneration. Payment in lieu of vacation will be calculated in accordance with the *Employment Standards Code*.
- 12.05 Graduate assistants are not eligible to participate in the University of Lethbridge employee benefit plans, pension plans or group life insurance as part of their appointment.

ARTICLE 13: LEAVE

- 13.01 Any leave granted under this agreement will be unpaid leave.
- 13.02 It is expected that short absences and leave for illness or compassionate reasons will be handled in an *ad hoc* manner. Coordinators are encouraged to be considerate of the needs of students.
- 13.03 A graduate student and the Coordinator should make alternate arrangements for short absences such that the graduate student fulfils the total hours of work agreed to in the Offer of Appointment.
- 13.04 If a GA requires leave due to medical reasons the GA will:
- (a) Notify the Coordinator and the Office of the Dean of the relevant Faculty that they require an extended leave; and
 - (b) Provide documentation to the Coordinator and the Office of the Dean from a medical professional that states that the GA is unable to perform his or her duties. A copy will be added to the student's employment file.
- 13.05 A graduate assistant and the Coordinator may renegotiate the terms of the appointment to reflect any changes in the student's ability to perform the assigned duties. Both parties must agree, in writing, to any changes and the Dean of the relevant Faculty must approve the changes. A copy will be added to the student's employment file.
- 13.06 In cases where an agreement cannot be reached on changes to the graduate assistant's appointment, the Dean of the School of Graduate Studies will make a final, binding decision.

ARTICLE 14: DEFERRAL

- 14.01 A GA may request postponement of the assistantship for medical, compassionate, childbirth, parental, or other reasons. The GA must have the written agreement of the Dean of the relevant Faculty to defer the appointment.
- 14.02 Where support is postponed, the graduate student shall be given priority consideration for one (1) year following the deferral. The student must remain eligible for a graduate assistantship to be given priority consideration and priority consideration will depend on the availability of funds.

ARTICLE 15: DISPUTE RESOLUTION

- 15.01 Any dispute or difference between the parties to this Agreement regarding the application, interpretation, operation, or any alleged violation of this Agreement will be dealt with progressively, and without stoppage of work or refusal to perform work except where there is an imminent danger to the health or safety of the GA pursuant to the *Occupational Health and Safety Act, Regulation, and Code*.
- 15.02 The dispute resolution process outlined in this Agreement only applies to disputes related to the application or interpretation of the terms and conditions of this Agreement. It does not apply to disputes involving graduate student academic performance (including grades or examinations), or academic and non-academic offenses as defined in the Calendar, or decisions of the Graduate Council or Graduate Council Executive.
- 15.03 The Coordinator and graduate assistant are encouraged to resolve complaints informally.
- (a) A GA should initiate discussion with their Coordinator within five (5) working days of the GA becoming aware of the occurrence or recurrence of the event giving rise to the issue.
 - (b) Any informal resolution of a complaint will be without prejudice or precedent with respect to the interpretation or application of this Agreement.
 - (c) The Graduate Assistant may be accompanied by a supportive resource from the Graduate Students' Association during this process; however, the individual accompanying the Graduate Assistant shall not be directly connected to the complaint. The GSA will not be formally involved at the informal resolution stage.
- 15.04 The GSA may initiate the dispute resolution process over a general dispute regarding the application or interpretation of this Agreement on behalf of all graduate assistants or a group of graduate assistants.
- 15.05 For any particular dispute, any time periods referred to in this Article may be extended by mutual consent of the parties to this Agreement.

- 15.06 Failing resolution of the complaint informally, the Graduate Assistant may be accompanied by a representative of the Graduate Students' Association during this process; however, the individual accompanying the GA shall not be directly connected to the complaint.

Step 1

- (a) If there is not a satisfactory resolution of the dispute after informal discussions, the GA may inform the Dean of the relevant Faculty of the dispute within fifteen (15) working days of the graduate assistant becoming aware of the occurrence or recurrence of the event giving rise to the issue. The notice to the Dean will be in writing and include details regarding the nature of the dispute and the resolution sought.
- (b) The Dean will
- i. Refer those involved to Article 15 of this Agreement and if appropriate, to the Harassment and Discrimination Policy.
 - ii. Consult with the GA, the Coordinator, instructor of record, administrator or others as appropriate in an attempt to resolve the dispute within five(5)working days of receipt of notification of the dispute.
 - iii. Deliver a decision in writing to the GA within ten (10) working days of receipt of notification of the dispute.

Step 2

- (a) If there is not a satisfactory resolution of the dispute after Step 1, the GA may inform the Dean of the School of Graduate Studies of the dispute within five (5) working days of the decision by the Dean of the relevant Faculty in Step 1. The notice will be in writing, describing the nature of the dispute and the proposed resolution.
- (b) The Dean of the School of Graduate Studies will obtain a written statement from the Dean of the relevant Faculty outlining the nature of the dispute and attempts made to resolve it. The Dean of Graduate Studies may request any further information from the parties involved.
- (c) The Dean of the School of Graduate Studies will issue a decision in writing within ten (10) working days of the receipt of the graduate assistant's notice of the dispute. The decision will be sent to the GA, the Dean of the relevant Faculty, and the Coordinator involved.

Step 3

- (a) If a GA is not satisfied with the decision of the Dean of the School of Graduate Studies in Step 2, the GA may request that the GSA initiate a referral to an arbitration panel. The GSA has the sole authority to determine whether to refer the dispute to an arbitration panel and to make decisions regarding the dispute during the arbitration process.
- (b) In submitting a request for a referral to an arbitration panel, the GSA will: state the dispute in writing; refer to the specific Article(s) allegedly violated or improperly

applied; summarize the facts giving rise to the dispute; and state the resolution being sought.

- (c) A request for a referral to an arbitration panel must be filed with the Dean of the School of Graduate Studies within fifteen (15) working days of the decision in Step 2.

ARTICLE 16: ARBITRATION PANEL

- 16.01 An arbitration panel will be an internal panel consisting of:
- (a) One faculty member not directly involved in the dispute, chosen by the Dean of the School of Graduate Studies;
 - (b) One graduate student not directly involved in the dispute, chosen by the GSA President; and
 - (c) A faculty member or emeritus faculty chosen jointly by the Dean of the School of Graduate Studies and the GSA President to act as panel chair.
- 16.02 If the Dean of the School of Graduate Studies and the GSA President fail to agree on a chair, the parties will refer the decision to the Vice President (Academic) to appoint a chair.
- 16.03 The arbitration panel must schedule a hearing date within five (5) working days of being established. The arbitration must be held within thirty (30) working days of the notice that the GSA wishes to proceed with arbitration.
- 16.04 The arbitration panel may receive and consider any written or oral testimony it deems necessary to make its decision. The panel must give the GA, the GSA, and faculty member(s) involved the opportunity to present written and/or oral submissions.
- 16.05 Procedural rulings will be made by the panel chair with the support of at least one (1) other member of the panel.
- 16.06 Hearings before an arbitration panel will be held in camera.
- 16.07 The arbitration panel will hear the dispute, make a determination, and issue a final and binding decision. The panel's deliberations will be held privately. The decision of the majority will be the decision of the panel. A written decision stating reasons will be issued within thirty (30) days of the hearing.
- 16.08 The GSA and the Board will share the expenses of the arbitration equally.

ARTICLE 17: HARASSMENT and DISCRIMINATION

The rights and responsibilities of GAs are in accordance with the University policy on Harassment and

Discrimination. The Harassment and Discrimination policy is available at <http://www.uleth.ca/policy/harassment-and-discrimination-policy>.

SCHEDULE A: Salary and Wage Schedule

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

Remuneration shall be at fixed rates by level of appointment, as follows:

Period	Level of Appointment	Salary
May 1, 2015 – April 30, 2016	Full (120 hours)	\$ 3600
	One Half (60 hours)	\$ 1800
May 1, 2016 – April 30, 2017	Full	\$ 3600
	One Half	\$ 1800
May 1, 2017 – April 30, 2018	Full	Subject to wage re-opener
	One Half	

As the need arises, these may be prorated for shorter-term appointments.

Casual Appointments

For appointments of less than 60 hours in duration, the minimum hourly rate of pay is \$17.92.

2. **Graduate Assistants (Research)**

The minimum hourly salary is as follows:

Period	Rate
September 1, 2016 – April 30, 2017	\$17.92
May 1, 2017 – April 30, 2018	Subject to Wage Re-Opener

3. **Cancellations**

Ten percent (10%) of the salary for any one course, lab or project as stipulated in the Assignment of Duties shall be paid to the Graduate Assistant (Teaching) or Graduate Assistant (Non-Teaching) in the event the course, lab or project work is cancelled or institutional initiative contract terminated within three weeks of the commencement of the term and an alternative is not available.

SCHEDULE B

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD of GOVERNORS of the UNIVERSITY OF LETHBRIDGE
(the "Board")

and

THE UNIVERSITY OF LETHBRIDGE GRADUATE STUDENTS' ASSOCIATION
("GSA")

Intellectual Property (IP)

1. The University will create a University guideline on Intellectual Property by March 30, 2016.
2. The Graduate Students' Association will be consulted in the creation of the IP Guideline. For the purposes of this memorandum, *consult* shall be taken to mean the opportunity to share information, provide input, and suggest alternatives before a final decision is made by the University.

Board of Governors Representative

GSA Representative

Date

Date

SCHEDULE C

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD of GOVERNORS of the UNIVERSITY OF LETHBRIDGE
(the "Board")

and

THE UNIVERSITY OF LETHBRIDGE GRADUATE STUDENTS' ASSOCIATION
("GSA")

Appointment Types – Changes Arising from 2.01(h) iii

In preparation for implementation September 2016, the parties agree to each name two people to this committee. The committee's purpose is to review this collective agreement to accommodate changes arising from Article 2.01 (h) (iii) – Graduate Assistant (Research). The committee's work will commence in September, 2015 and conclude by March, 2016 so that agreed-upon necessary changes to the agreement arising from this change can be incorporated by September, 2016.

While not limited to these articles and schedules, the parties will review the following:

- (a) Article 7: Offers of Appointment
- (b) Article 8: Assignment of Duties
- (c) Article 9: Hours of Work
- (d) Article 14: Deferral
- (e) Schedule A - Cancellations

This Committee has no authority to negotiate monetary items; however, the Committee may make recommendations for the next bargaining table.

Board of Governors Representative

GSA Representative

Date

Date

SCHEDULE D

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD of GOVERNORS of the UNIVERSITY OF LETHBRIDGE

(the "Board")

and

THE UNIVERSITY OF LETHBRIDGE GRADUATE STUDENTS' ASSOCIATION

("GSA")

Leaves

Effective May 1, 2016, the parties agree that Articles 2 (Definition) and 13 (Leaves) will be replaced with the following language:

ARTICLE 2: DEFINITIONS

2.01 (j) Leave” means an absence that requires the GA to be absent from work and which cannot be accommodated through alternate arrangements, subject to the approval of the supervisor;

ARTICLE 13: LEAVE

- 13.01 Paid leave is provided to GAs (Teaching) and GAs (Non-Teaching) for medical reasons, including the illness-related portion of maternity leave, if substantiated to the satisfaction of the University.
- 13.02 Paid leave, in whole or in part, may be provided to GAs (Teaching) and GAs (Non-Teaching) at the discretion of the University for the following:
- (a) Family or parental leave, if the GA is the primary caregiver for his/her child and no one else is available to care for the child,
 - (b) Birth/adoption leave, to attend the birth or adoption proceedings of his/her own child,
 - (c) Bereavement leave, to attend the funeral or service of an immediate family member or close friend,
 - (d) compassionate leave, if the GA is needed as a primary caregiver for a spouse or Parent, and no one else is available to care for that person,
 - (e) Other reasons which are acceptable to the University.
 - (f)
- 13.03 Graduate Assistants (Teaching) and Graduate Assistants (Non-Teaching) are eligible for paid leave as follows:

- (a) Up to 10 cumulative working days per academic year (July 1 – June 30) at 100% pay.
- (b) Once the 10 working days (13.01a) have been exhausted, 50% pay to the end of the semester in which the partially-paid leave commenced or the end of the contract, whichever is first.
- (c) In any event, eligibility for paid leave does not extend beyond the end date of the GA's contract.

13.04 If a GA requires leave due to medical reasons under 13.01 the GA will:

- (a) Notify the Coordinator and the Office of the Dean of the relevant Faculty that they require a leave, providing as much notice as possible; and
- (b) For absences of more than three (3) consecutive days, provide documentation to the Manager, Wellness and Recognition from a physician stating that the GA is unable to perform his or her duties, when the GA can be expected to return, and what accommodation may be necessary to facilitate the return.

13.05 A graduate assistant and the Coordinator may renegotiate the terms of the appointment to reflect any changes in the student's ability to perform the assigned duties.

- (a) Both parties must agree, in writing, to any changes and the Dean of the relevant Faculty must approve the changes. A copy will be added to the student's employment file.
- (b) In cases where an agreement cannot be reached on changes to the graduate assistant's appointment, the Dean of the School of Graduate Studies will make a final, binding decision.

13.06 Deferral of Assistantship

Requests for a deferral of an assistantship where paid leave has not been granted for medical, compassionate, maternity or parental reasons will be made by the GA to the Coordinator and the Office of the Dean of the relevant Faculty. Departments may not be able to guarantee that deferred assistantships will be available during the Spring/Summer Term. When the request is approved and when funds are available, the student shall be given priority consideration for at least one year following the deferral.

Board of Governors Representative

GSA Representative

Date

Date

SCHEDULE E

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD of GOVERNORS of the UNIVERSITY OF LETHBRIDGE
(the "Board")

and

THE UNIVERSITY OF LETHBRIDGE GRADUATE STUDENTS' ASSOCIATION
("GSA")

Memorandum to Conclude Bargaining

The parties hereby agree to recommend the following package to their principals. The parties further agree to complete the ratification process by May 30, 2015.

The effective date for this agreement is May 1, 2015, unless specifically stated otherwise:

- 1) Term of the agreement is for three (3) years:
 - (a) Year One: May 1, 2015 – April 30, 2016
 - (b) Year Two: May 1, 2016 – April 30, 2017
 - (c) Year Three: May 1, 2017 – April 30, 2018

- 2) Wages
 - (a) Year One: As agreed in Schedule A attached.
 - (b) Year Two: As agreed in Schedule A attached.
 - (c) Year Three: Subject to wage re-opener through negotiation as per Article 3.

- 3) Scope
 - (a) Effective September 1, 2016, the scope of the agreement will be expanded to include Graduate Assistants (Research) as referenced in Article 2.01 (h) and Schedule C attached.

- 4) Leaves
 - (a) Year One: Article 2 (definition of *Leave*) and Article 13 as per current language.
 - (b) Year Two: Schedule D Memorandum of Understanding on Leaves replaces Article 2 (definition of *Leave*) and Article 13 (LEAVES).

All remaining language tentatively agreed to at the table forms part of this Agreement.

Board of Governors Representative
Dr. Robert Wood

GSA Representative
Jessica Parker

Date

Date