

COLLECTIVE AGREEMENT

BETWEEN



THE UNIVERSITY OF LETHBRIDGE BOARD OF GOVERNORS ("THE BOARD")

— and —



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

Effective: May 1, 2018

Ratified: TBD

CONTACT PAGE

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

School of Graduate Studies
Room B610, University Hall
(403) 329-2793
Email: sgs@uleth.ca

and/or

Labour Relations Committee
Graduate Students' Association
Room 2041, Markin Hall
(403) 329-2132
Email: gsa.labour@uleth.ca

TABLE OF CONTENTS

CONTACT PAGE.....	1
PREAMBLE	3
ARTICLE 1: TERM OF AGREEMENT	3
ARTICLE 2: DEFINITIONS.....	3
ARTICLE 3: RECOGNITION AND COLLECTIVE BARGAINING	6
ARTICLE 4: UNION MEMBERSHIP AND DUES	6
ARTICLE 5: APPLICATION OF THE AGREEMENT	7
ARTICLE 6: ELIGIBILITY.....	7
ARTICLE 7: HEALTH AND SAFETY	8
ARTICLE 8: OFFERS OF APPOINTMENT.....	8
ARTICLE 9: ASSIGNMENT OF DUTIES.....	10
ARTICLE 10: HOURS OF WORK	11
ARTICLE 11: RENEWAL OF GRADUATE ASSISTANTSHIP	11
ARTICLE 12: TERMINATION	12
ARTICLE 13: REMUNERATION	12
ARTICLE 14: LEAVE.....	12
ARTICLE 15: DEFERRAL	14
ARTICLE 16: GRIEVANCE RESOLUTION.....	14
ARTICLE 17: ARBITRATION PANEL.....	16
ARTICLE 18: HARASSMENT AND DISCRIMINATION	16
SCHEDULE A: SALARY AND WAGE SCHEDULE.....	17
SCHEDULE B: HOURS OF WORK.....	18
SCHEDULE C: PARKING.....	20
SCHEDULE D: MEMORANDUM TO CONCLUDE BARGAINING	21

PREAMBLE

As required by Section 96 of the *Post-Secondary Learning Act* and Section 58 of the *Labour Relations Code* of the Province of Alberta, this Agreement was reached between the University of Lethbridge ("University") Board of Governors ("the Board") and the University of Lethbridge Graduate Students' Association ("ULGSA") on behalf of Academically Employed graduate students.

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 grievances, and procedures respecting the negotiation of future agreements.

ARTICLE 1: TERM OF AGREEMENT

1.01 This Agreement is effective from May 1, 2018 to April 30, 2020, and thereafter from year to year unless a written notice is given by either party not less than sixty (60) days, or no more than one hundred and twenty (120) days prior to the expiration of the term of this Agreement, of their desire to terminate this Agreement or negotiate a revision thereof, in which case this Agreement shall remain in effect without prejudice to any retroactive clause of a new Agreement until negotiations for revision or amendments hereto have been concluded and a new Agreement superseding this Agreement has been duly executed.

ARTICLE 2: DEFINITIONS

2.01 In this Agreement:

- (a) "Academically Employed" means employment by the University to perform professional work in support of the University's teaching or research mandate, and/or professional work in support of the strategic initiatives or projects of any University unit. Unless the graduate student is performing work in the capacity of an independent contractor, or in the capacity of an Administrative Professional Officer ("APO"), Alberta Union of Provincial Employees ("AUPE"), Co-operative Education, Exempt, or University of Lethbridge Faculty Association ("ULFA) employee, any academic employment of a graduate student shall be subject to the tenets of this Agreement. Graduate students may be employed by the University outside of this Agreement in cases where the employment does not meet the definition of "Academically Employed."

- (b) "Agreement" means this agreement, witnessed, signed, and dated.
- (c) "Appointing Administrator" means the University senior administrator overseeing the Faculty, School, or administrative unit in which the duties of the GA will be performed.
- (d) "Calendar" means the current version of the University Graduate Studies Calendar and Course Catalogue.
- (e) "Coordinator" means a University faculty member or appropriately qualified staff member who supervises and coordinates the duties performed by the GA during their appointment and is responsible for the assignment, monitoring, and evaluation of those duties.
- (f) "Essential services" are those services:
 - i. The interruption of which would endanger the life, personal safety, or health of the public:
 - ii. Necessary to the maintenance and administration of the rule of law or public security.
- (g) "File" means the student's employment file. All documents related to the student's employment as a GA will be kept separately from any files related to their academic record.
- (h) "Graduate Assistant" ("GA") means a graduate student who has been Academically Employed under this Agreement. There are three (3) categories:
 - iii. "Graduate Assistant (Teaching)" means a GA who is employed for the performance of teaching and related duties. These positions are typically funded directly by the University.
 - iv. "Graduate Assistant (Non-Teaching)" means a GA who is employed for the performance of duties in support of the strategic initiatives or projects of a University unit. These positions are typically funded directly by the University.
 - v. "Graduate Assistant (Research)" means a GA who is employed for the performance of directed research and related duties, in support of a faculty member's research program. These positions are typically funded by a faculty member's research funds, but may also be funded directly by the University.
- (i) "Graduate student" means any student who is registered in a graduate program at the University and is a member of the Graduate Students'

Association. Students who are registered in graduate courses under an Open Studies designation, but who are not registered in a graduate program, are not classified as graduate students under this Agreement.

- (j) "Grievance" means any difference arising between the parties to this Agreement concerning the interpretation, application, administration, operation, or alleged violation of this Agreement;
- (k) "Leave" means an extended absence of three (3) weeks or more that causes the total number of hours worked under a Graduate Assistantship to be reduced.
- (l) "Non-teaching duties" means professional work, not normally related to undergraduate teaching or course delivery, done in support of the business mandate, projects, and/or strategic initiatives of an academic or administrative unit, and under the direction of a coordinator. Examples include, but are not limited to, work performed in support of such units as the Art Gallery, the Teaching Centre, the Accommodated Learning, and the Iikaiskini Gathering place.
- (m) "Offer of Appointment" means a contractual Offer of Appointment for a Graduate Assistantship made in accordance with the terms and conditions of this Agreement. Any Graduate Assistantship funding opportunities identified in an offer of admission to the student's program of study do not in themselves guarantee an Offer of Appointment to a Graduate Assistantship.
- (n) "Relevant Faculty, School, or administrative unit" means the Faculty, School, or administrative unit where the GA is employed or offered employment.
- (o) "Research duties" means directed research and related duties, in support of a faculty member's research program. This may include collecting research data, interviewing research subjects, bibliographic work, or general research services.
- (p) "Teaching duties" means any tasks related to assistance with the instructional responsibilities of academic Departments, Schools, or Faculties. This may include, but is not necessarily limited to, 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 Article 16: Grievance Resolution and Article 17: Arbitration Panel, 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 ULGSA has the exclusive authority, on behalf of graduate students, to negotiate and enter into an agreement with the Board with respect to the academic employment of graduate students as GAs.

3.02 Negotiating Procedures

- (a) The negotiation process shall be governed by the Alberta *Labour Relations Code*, RSA 2000, c L-1, as amended.
- (b) 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.
- (c) 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 Ratification

- (a) A Memorandum of Settlement concluded by the negotiating teams will be submitted to the Board of Governors and the ULGSA 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: UNION MEMBERSHIP AND DUES

- 4.01 All employees covered by this Agreement shall become members of the ULGSA as a condition of employment.
- 4.02 The Board agrees to deduct union dues on a monthly basis from the pay of all GAs covered under this Agreement.
- 4.03 The Board shall remit the Union dues that have been deducted from the pay of the GAs to the ULGSA by the first working day after the fifteenth (15th) calendar day in

the following month and shall be accompanied by a monthly remittance report including the following information for each GA:

- (a) Name
- (b) Appointment category, or categories, during the monthly pay period
- (c) Overall amount of dues deducted during the monthly pay period

Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be processed and remitted in the succeeding month.

- 4.04 The ULGSA shall advise the Board, in writing, of any changes in the amount of the dues to be deducted from the GAs covered by this Agreement. Such notice shall be communicated to the Board at least thirty (30) days prior to the effective date of the change.

ARTICLE 5: APPLICATION OF THE AGREEMENT

- 5.01 These terms and conditions cover the normal cases related to Graduate Assistantships and provide a standard that can be expected by all GAs. 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 Administrator to be included in the student's file.
- 5.02 All matters not specifically covered by the provisions of this Agreement will be dealt with at the discretion of the Board.

ARTICLE 6: ELIGIBILITY

- 6.01 All matters not specifically covered by the provisions of this Agreement will be dealt with at the discretion of the Board.
- 6.02 All registered graduate students are eligible to hold a Graduate Assistantship.
- 6.03 Eligibility to hold a Graduate Assistantship is not a guarantee of an Offer of Appointment.
- 6.04 Graduate students must apply for admission to their graduate program on or before the deadlines identified in the Calendar to be considered for a Graduate Assistantship.

- 6.05 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 7: HEALTH AND SAFETY

- 7.01 The Board is committed to ensuring that the workspaces in which GAs 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.
- 7.02 Graduate students will follow safe working procedures including any relevant Faculty, School, or administrative unit 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 or Appointing Administrator. The GA has the right to report and contact the Labour Relations Committee with any concerns.
- 7.03 GAs will be provided with the proper training, Personal Protective Equipment, and certifications including, but not limited to: Workplace Hazardous Materials Information System and transportation of dangerous goods, necessary to work safely at no cost to the GA.
- 7.04 A GA will not be required to perform their duties in a workplace considered to be unsafe; refusal to perform duties because of safety concerns shall not be a violation of this Agreement or cause for withholding pay.
- 7.05 At any time, a GA may request campus Risk and Safety Services to inspect the workplace.

ARTICLE 8: OFFERS OF APPOINTMENT

- 8.01 For each GA appointment or reappointment, the office of the Appointing Administrator will initiate and forward a written Offer of Appointment to the appointee.
- An Offer of Appointment may include more than one appointment category, subject to the tenets of this Agreement.
- 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 name, position, and signature of the Appointing Administrator;
- (d) The actual rate of pay;
- (e) The category or categories of the appointment
- (f) The duties and responsibilities of the GA;
- (g) An indication of the average number of hours per week and the total number of hours per academic term/summer session the GA will be expected to perform;
- (h) Where appropriate, the name and position of the GA's Coordinator, or the date by which the GA can expect to know who their Coordinator will be;
- (i) 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;
- (j) 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
- (k) A statement that income from Graduate Assistantships is in accordance with Canada Revenue Agency legislation and will be treated accordingly by Human Resources.

8.02 Signatures and Distribution of Copies

- (a) GA (Teaching and Non-Teaching): The student must formally indicate their acceptance of the Offer of Appointment, normally by signature, but also by some other mutually acceptable means if the student is not present to sign the offer. The office of the Appointing Administrator will give a copy of the accepted 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 formally indicate their acceptance of an Offer of Appointment, normally by signature, but also by some other mutually acceptable means if either party is not present to sign the offer. The Coordinator will give a copy of the accepted Offer of Appointment to the student and will also forward a copy to the office of the appropriate Appointing Administrator for the student's employment file.

- 8.03 The Appointing Administrator, 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 10: Hours of Work).
- 8.04 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 9: ASSIGNMENT OF DUTIES

- 9.01 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 Appointing Administrator; and
 - (d) Is copied to the GA's employment file, the appropriate instructor of record or administrator, and the GA.
- 9.02 The GA's Assignment of Duties shall comprise of duties that support the professional development of the GA and, at the same time, support the teaching and/or research mandate of the University, and/or the strategic initiatives and projects of University units. Routine and/or non-skilled duties may be included, but only insofar as such duties are directly required for successful performance of the core teaching, research, or strategic purpose of the Graduate Assistantship.
- 9.03 No Assignment of Duties for any GA position shall include duties that constitute "essential services" as defined under this Agreement. No Assignment of Duties for any GA position shall include completion of requirements for the graduate student's academic program of study, per the Calendar.
- 9.04 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. A copy of the evaluation shall also be provided to the Appointing Administrator to be placed in the student's employment file.

- 9.05 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 10: HOURS OF WORK

10.01

- (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 academic term. 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 they do 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.

10.02 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 academic term will not exceed the number of hours agreed to in the Offer of Appointment.

10.03 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.

10.04 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 Administrator.

ARTICLE 11: RENEWAL OF GRADUATE ASSISTANTSHIP

11.01 Where a student has been offered a renewable GA appointment, the renewal is contingent upon:

- (a) The student's acceptable performance of duties to the satisfaction of the Coordinator and the Appointing Administrator as evident by the written performance evaluation; and;
- (b) The student remaining eligible (as per Article 6: Eligibility).

ARTICLE 12: TERMINATION

- 12.01 Termination before the end of the agreed term may occur if there is 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.
- 12.02 In all 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 grievance.
- 12.03 Written notice with reasons for termination will be given to the GA and the Appointing Administrator and a copy included in the student's employment file.

ARTICLE 13: REMUNERATION

- 13.01 The rate of pay will be communicated in the Offer of Appointment in accordance with Schedule A: Salary and Wage Schedule.
- 13.02 Payments for Graduate Assistantships will be made in arrears in the form of biweekly or monthly payments.
- 13.03 ULGSA union dues shall be deducted by the University, on behalf of the ULGSA, at a rate set and approved by the ULGSA.
- 13.04 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.
- 13.05 Vacation pay for all appointments shall be paid in accordance with Schedule A: Salary and Wage Schedule.

ARTICLE 14: LEAVE

- 14.01 The eligibility for paid leave does not extend beyond the end date of the Graduate Assistantship (Teaching) and Graduate Assistantship (Non-Teaching) contract.
- 14.02 Paid leave is provided to GAs (Teaching) and GAs (Non-Teaching) for medical reasons, including the illness-related portion of maternity leave.
- 14.03 Paid leave, in whole or in part, may be provided to GAs (Teaching) and GAs (Non-Teaching) for the following:

- (a) Family leave, if the GA is the primary caregiver for their child and no one else is available to care for the child;
- (b) Parental leave, to provide childcare after the birth/adoption of their child;
- (c) Birth/adoption leave to attend the birth or adoption proceedings of their child;
- (d) Bereavement leave, to attend the funeral or service of an immediate family member or close friend;
- (e) Compassionate leave, if the GA is needed as a primary caregiver for a spouse, parent, or child, and no one else is available to care for that person; and
- (f) Other reasons which are acceptable to the University.

14.04 GA (Teaching) and GA (Non-Teaching) are eligible for paid leave as follows:

- (a) Up to ten (10) cumulative working days per academic year (July 1 to June 30) at 100% pay.
- (b) Once the ten (10) working days (14.04 (a)) have been exhausted, 50% pay to end of the academic term 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 GAs contract.

14.05 If a GA requires leave due to medical reasons under 14.04 (a), the GA will:

- (a) Notify the Coordinator and the Appointing Administrator that they require a leave; and
- (b) For absences of more than three (3) consecutive days, documentation may be requested by the Manager of Wellness and Recognition from a physician stating that the GA is unable to perform their duties, when the GA can be expected to return, and what accommodation may be necessary to facilitate the return.

14.06 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.

14.07 Any other leave granted under this agreement will be unpaid.

ARTICLE 15: DEFERRAL

- 15.01 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 Appointing Administrator to defer the appointment.
- 15.02 Where the Graduate Assistantship is postponed, the graduate student shall be given priority consideration for one (1) year following the deferral. The graduate student must remain eligible for a Graduate Assistantship (see Article 6: Eligibility) to be given priority consideration and priority consideration will depend on the availability of funds.

ARTICLE 16: GRIEVANCE RESOLUTION

- 16.01 Any grievance 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*, and the University Harassment and Discrimination policy.
- 16.02 The grievance resolution process outlined in this Agreement only applies to grievances related to the application or interpretation of the terms and conditions of this Agreement. It does not apply to grievances 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.
- 16.03 The GA and Coordinator may resolve the dispute informally. Any informal resolution will be without prejudice and with respect. The grievor has the right at any time, to consult with the ULGSA to help navigate the situation and to determine if the situation is in breach of this Agreement.
- 16.04 The ULGSA may initiate the grievance process over a general grievance regarding the application or interpretation of this Agreement on behalf of a GA, all GAs, or a group of GAs.
- 16.05 For any particular grievance, any time periods referred to in this Article may be extended by written mutual consent of the parties to this Agreement.
- 16.06 Failing resolution of the complaint informally, the ULGSA, on behalf of the GA, may begin the formal grievance process:

Step 1

- (a) The ULGSA will inform the Appointing Administrator of the grievance within fifteen (15) working days of receipt of the notification of the grievance. The notice to the Appointing Administrator will be in writing and include details regarding the nature of the grievance and the resolution sought.
- (b) The Appointing Administrator will
 - i. Consult with the ULGSA, the Coordinator, the instructor of record, administrator, or others as appropriate in an attempt to resolve the grievance within five (5) working days of receipt of notification of the grievance; and
 - ii. Deliver a decision in writing to the ULGSA within ten (10) working days of receipt of notification of the grievance.

Step 2

- (a) If there is not a satisfactory resolution of the grievance after Step 1, the ULGSA may inform the Dean of the School of Graduate Studies or, in the case where the Dean is the Appointing Administrator, the Provost and VP Academic of the grievance within five (5) working days of the decision in Step 1. The notice will be in writing, describing the nature of the grievance and the proposed resolution.
- (b) The Dean of the School of Graduate Studies will obtain a written statement from the Appointing Administrator outlining the nature of the grievance 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 GA's notice of the grievance. The decision will be sent to the ULGSA, the Appointing Administrator, and the Coordinator involved.

Step 3

- (a) If the ULGSA is not satisfied with the decision in Step 2, the ULGSA may request that the ULGSA initiate a referral to an arbitration panel. The ULGSA has the sole authority to determine whether to refer the grievance to an arbitration panel and to make decisions regarding the grievance during the arbitration process.

- (b) In submitting a request for a referral to an arbitration panel, the ULGSA will: state the grievance in writing; refer to the specific Article(s) allegedly violated or improperly applied; summarize the facts giving rise to the grievance; 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.

16.07 Where the Board wishes to advance a grievance against the ULGSA, the Board or its delegate shall present the grievance in writing to the ULGSA. If the matter is not resolved to the satisfaction of the Board within fifteen (15) working days of the ULGSA having received the grievance, the Board may refer the matter to arbitration, in accordance with Article 17: Arbitration Panel herein.

ARTICLE 17: ARBITRATION PANEL

- 17.01 An arbitration panel will consist of a single Arbitrator, who is mutually agreed to by the parties. If the parties fail to agree to a single Arbitrator within ten (10) working days, the appointment shall be made through the relevant provisions of the *Alberta Labour Relations Code*, RSA 2000, C L-1, as amended, upon the request of either party.
- 17.02 The Arbitrator must schedule a hearing date within five (5) working days of their appointment. The arbitration must be held within thirty (30) working days of the Arbitrator's appointment.
- 17.03 The Arbitrator shall issue their decision in writing within thirty (30) working days of the hearing's conclusion. The decision of the Arbitrator shall be final and binding upon the parties hereto and upon any GA(s) concerned.
- 17.04 The time limitations for this arbitration process may be extended by mutual agreement between the parties, which agreement must be in writing.
- 17.05 Each party shall be responsible for one-half the expenses and/or fees payable to the Arbitrator.

ARTICLE 18: 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: www.ulethbridge.ca/hr/harassment-and-discrimination.

SCHEDULE A: SALARY AND WAGE SCHEDULE

1. Graduate Assistants (Teaching, Non-Teaching, or Research) appointments which are funded by the University shall be either fixed or casual appointments, and shall be paid as follows

Fixed Appointments

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

Period	Level of Appointment	Salary
May 1, 2018 – August 31, 2018	Full (120 hours)	\$3600
	One Half (60 hours)	\$1800
September 1, 2018 – April 30, 2019	Full (112 hours)	\$3600
	One Half (56 hours)	\$1800
May 1, 2019 – April 30, 2020	Full (112 hours)	\$3600
	One Half (56 hours)	\$1800

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

Casual Appointments

For appointments of less than one-half of a fixed appointment, the minimum hourly rate of pay for Masters students is \$17.92 and for Doctoral students is \$20.70. Vacation pay of 4% will be added to all hourly rates of pay.

2. Graduate Assistant (Research) appointments which are funded by a faculty member's research funds, shall be hourly appointments, and shall be paid a minimum hourly salary as follows:

Period	Rate
May 1, 2018 – April 30, 2020	Masters students - \$17.92
	Doctoral students - \$20.70

Vacation pay of 4% will be added to all hourly rates of pay.

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: HOURS OF WORK

MEMORANDUM OF UNDERSTANDING

between

THE BOARD of GOVERNORS of the UNIVERSITY OF LETHBRIDGE

(the "Board")

— and —

THE UNIVERSITY OF LETHBRIDGE GRADUATE STUDENTS' ASSOCIATION

("ULGSA")

Effective September 1, 2018, the parties agree that Article 10: Hours of Work will be replaced with the following language.

10.01

- (a) The number of hours for a GA serving multiple Graduate Assistantship appointments in a four (4) month academic term will not exceed a total of two hundred and twenty four (224) hours in that academic term. Typically, a GA works an average of eight (8) hours per week, subject to the terms of their individual signed Offers of Appointment. The hours per week can vary depending on the nature of the assigned work.
- (b) It is the graduate student's responsibility to ensure that they do 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.

10.02 The parties recognize that the nature of academic work may mean reasonable fluctuations in the number of hours worked in any given week, but in any case the hours worked will not exceed the number of hours agreed to in the Offer of Appointment.

10.03 The total number of hours includes all forms of service required to complete the appointment. 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.

10.04 Work associated with the Graduate Assistantship is to be completed within the Term of Appointment.

Board of Governors Representative

ULGSA Representative

Name

Name

Date

Date

SCHEDULE C: PARKING

MEMORANDUM OF UNDERSTANDING

between

THE BOARD of GOVERNORS of the UNIVERSITY OF LETHBRIDGE

(the "Board")

— and —

THE UNIVERSITY OF LETHBRIDGE GRADUATE STUDENTS' ASSOCIATION

("ULGSA")

Parking prioritization and access for Academically Employed graduate students

1. The Board recognizes that those graduate students, who are properly designated as academically employed at the University under this Agreement, should have access to parking services appropriate for University employment status.
2. By September 30, 2018, the Dean of the School of Graduate Studies will convene a working group of appropriate University staff, along with two representatives of the ULGSA, to investigate and pursue appropriate access and prioritization of parking services for academically employed graduate students.

Board of Governors Representative

ULGSA Representative

Date

Date

SCHEDULE D: MEMORANDUM TO CONCLUDE BARGAINING

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD of GOVERNORS of the UNIVERSITY OF LETHBRIDGE

(the "Board")

— and —

THE UNIVERSITY OF LETHBRIDGE GRADUATE STUDENTS' ASSOCIATION

("ULGSA")

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 June 15, 2018.

The effective date for this agreement is May 1, 2018, unless specifically stated otherwise:

- 1) Term of the agreement is for two (2) years:
 - a) Year One: May 1, 2018 to April 30, 2019
 - b) Year Two: May 1, 2019 to April 30, 2020
- 2) Wages: No increases to wages
 - a) Year One: As agreed in Schedule A: Salary and Wage Schedule attached.
 - b) Year Two: As agreed in Schedule A: Salary and Wage Schedule attached.
- 3) Hours of work
 - a) Effective September 1, 2018, the required hours of work for fixed appointments are modified, as referenced in Schedule B: Hours of work attached.
- 4) Dues
 - a) Union dues are to be deducted by the Board and remitted to the ULGSA on a monthly basis, as referenced in the newly created Article 4: Union Membership and Dues attached

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

Board of Governors Representative
Robert Wood

ULGSA Representative
Rachel Stark

Date

Date