

The Governors of Athabasca University (the Board)

and

Athabasca University Graduate Students Association (AUGSA)

Ingoing Proposal for the 2018 Collective Agreement

Without Prejudice

February 4, 2019

The following proposal is submitted without prejudice by the Board as a package and will be treated as such until such time as the Board expressly agrees in writing to sever any one article or group of articles from any others.

The Board reserves the right to table new proposals, amend, respond to and/or delete proposals, at any time throughout the course of bargaining, always in accordance with the law.

Any agreements reached at the bargaining table are subject to ratification.

To facilitate reading of this document.

- Proposed new or modified items and/or wording are indicated in red text
- Errors and omissions excepted

University Proposal

ARTICLE 1: TERM OF AGREEMENT

- 1.01 This Agreement is effective from March 1, 2019 - February 28, 2022.
- 1.02 During the term of this Agreement, the Board and the AUGSA may mutually agree to waive or amend provisions of this Agreement.
- 1.04 The provisions of this agreement will remain in effect until the parties conclude a new agreement.

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 employing the graduate assistant;
- c) "Board" shall mean The Governors of Athabasca University or a person or persons authorized or designated to act in that capacity and/or on the Board's behalf;
- d) "Calendar" means the official online version of Athabasca University's Academic Calendar;
- e) "Coordinator" means an Athabasca University (AU) faculty member 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;
- f) "Dispute" means any difference arising between the parties to this Agreement concerning the interpretation, application, administration, operation, or alleged violation of this Agreement;
- g) "Eligible" means a graduate student in a certificate, diploma, master, or doctoral level program who is in Good Standing.

- h) “File” means the graduate student’s employment file. All documents related to the graduate student’s employment as a graduate assistant will be kept separately from any files related to their academic record. Files relating to a graduate student’s employment will be kept in Human Resources.
- i) “Graduate Assistant” (GA) means a graduate student who has been appointed to carry out either teaching or research duties under this Agreement;
- j) “Graduate Student” means any student who is enrolled in a Graduate Program at Athabasca University and is a member of the Athabasca University Graduate Students’ Association (AUGSA);
- k) “Graduate Research Assistant” (GRA) means a graduate assistant whose appointment is for the performance of research and related duties;
- l) “Graduate Teaching Assistant” (GTA) means a graduate assistant whose appointment is for the performance of teaching and related duties;
- m) “Hours of work” refers to the maximum hours of work that can be assigned to a GA;
- n) “Leave” means an extended absence (three (3) weeks or more) that causes the total number of hours worked under a Graduate Assistantship to be reduced;
- o) “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;
- p) “Relevant Faculty” means the Faculty where the graduate assistant is employed or offered employment;
- q) “Research Duties” means work done on a research project under the direction of a Coordinator. This may include collecting research data,

interviewing research subjects, literature searches, bibliographic work, writing drafts, presentations, and /or general research services;

- r) “Teaching Duties” means any tasks related to assistance with the instructional responsibilities of Faculties. This may include preparing and conducting lectures, laboratories, seminars or leading discussion, and/or grading assignments, reports, and examinations;
- s) Other individuals are referred to by title e.g. Provost and Vice President Academic; Dean, Faculty of Graduate Studies. This includes delegation of authority to another.
- t) “Good Standing” refers to a graduate student who has maintained program status in the calendar year.

ARTICLE 3: RECOGNITION & COLLECTIVE BARGAINING

- 3.01 In accordance with the *Post-Secondary Learning Act* of the Province of Alberta the Athabasca University Graduate Students’ Association has the exclusive authority, on behalf of graduate students, to negotiate and enter into an agreement with The Governors of Athabasca University with respect to the academic employment of graduate students as graduate assistants.
- 3.02 The Negotiation Committee shall consist of no more than four (4) members per side (The Governors of Athabasca University and the AUGSA). The Faculty of Graduate Studies and Human Resources will participate as a resource to both sides.

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 Human Resources and seek the approval of the Dean, Faculty of Graduate Studies and the President of the Graduate Students’ Association.

- 4.02 All matters not specifically covered by the provisions of this Agreement will be dealt with at the discretion of the Board.
- 4.03 This Agreement describes the terms and conditions that apply to the employment of GA's by Athabasca University.
- 4.04 This Agreement is binding on the Board and its representatives, the AUGSA and its representatives, and GA's.
- 4.05 The terms and conditions of this Agreement apply solely to the appointments of graduate students as a Graduate Teaching Assistant or a Graduate Research Assistant, and to no other form of graduate funding.
- 4.06 This Agreement does not restrict GA's from holding assistantships with scholarships, provided the eligibility requirements of the scholarship do not prohibit holding an assistantship.
- 4.07 If a conflict arises between this Agreement and the requirements of a funding agency, the requirements of the funding agency will apply.

ARTICLE 5: ELIGIBILITY

- 5.01 All AU graduate program students in Good Standing 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 To be considered for a graduate assistantship, graduate students must apply to a posted graduate assistantship posting.
- 5.04 These terms and conditions do not restrict graduate students from combining a GA with graduate scholarships, fellowships, or any other awards. If a graduate student receives an award and an assistantship, they shall be advised to check the eligibility requirements of the award to ensure there are no restrictions on holding an assistantship.
- 5.05 International graduate students must meet current legislative requirements to be eligible for graduate assistantships.

ARTICLE 6: Job Postings

- 6.01 AU agrees to post all new GA job opportunities on the Faculty of Graduate Studies website.
- 6.02 Notwithstanding the provisions set out in Article 6.01, Job Posting requirements shall be waived for renewals under Article 10.

ARTICLE 7: OFFERS OF APPOINTMENT

- 7.01 For each GA appointment or reappointment, Human Resources will complete and forward a written Offer of Appointment, along with any other related documentation required by Human Resources, to the prospective GA. The appointment will be conditional upon confirmation the prospective GA is legally qualified to work in Canada, and upon completion of the related additional documentation required by Human Resources. 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 what period;
 - c) The 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 period the GA will be expected to perform;
 - f) The name of the GA's Coordinator.
 - 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 living expenses and the student remains responsible for paying tuition and fees related to their program of study;

- i) A statement that income from graduate assistantships is in accordance with Canada Revenue Agency legislation and will be treated accordingly by Human Resources;
- j) Notification that the student must maintain the prerequisite academic requirements; and
- k) The Executive Director of AUGSA is notified monthly by Human Resources (AU) of the names and positions of the GA's.

7.02 Both Human Resources and the student must sign the acceptance of an Offer of Appointment. A copy of the signed Offer of Appointment will be sent to the GA, the Coordinator, and to Human Resources for the GA's employment file. If funding has been obtained through a grant, the Research Office shall be copied.

7.03 Human Resources, the Coordinator, and the GA 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).

7.04 Failure by the GA to report on the date prescribed in the signed Offer of Appointment or failure to fulfill the agreed upon duties and responsibilities may result in the termination of the appointment without further notice.

ARTICLE 8: HEALTH AND SAFETY

8.01 Both the Board and the AUGSA recognize and accept their responsibilities to develop and maintain a safe work environment.

8.02 The Board is committed to ensuring that all university work locations conform to the standards set out in relevant health and safety legislation, including the Provincial *Occupational Health and Safety Act(s)*, *Regulation(s)* and *Code(s)*, and any amendments or replacement thereto.

8.03 GA's shall follow all relevant occupational health and safety policies, procedures and safe work practices including any relevant University, faculty and departmental procedures. Where a GA becomes aware of any incident or safety concern, the GA shall immediately report the incident or safety concern to their Coordinator.

- 8.04 GA's who work from their home are responsible for ensuring a safe working environment in their residence. GA's are required to comply with all relevant occupational health and safety legislation and University policies, procedures or safe work practices, and are required to complete, and abide by, the requirements of the AU Home Office Checklist. Failure to do so renders any employment agreement or offers of employment void.

ARTICLE 9: ASSIGNMENT OF DUTIES

- 9.01 The Coordinator will complete an Assignment of Duties, including a precise description of the duties and performance expectations for the assistantship. Both the Coordinator and the GA must sign the Assignment of Duties. Human Resources must approve these specific duties and send a copy to the Coordinator, the Dean of the relevant Faculty and to the GA's employment file.
- 9.02 The GA position is viewed as an apprenticeship for furthering an academic or professional career. As such, GA 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.
- 9.03 An individual GA cannot make recommendations for more than 50% of an individual student's final grade. The Board-appointed faculty member has the non-delegable responsibility for assigning the final grades to all the students in a course.

ARTICLE 10: HOURS OF WORK

- 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 assigned period will not exceed the number of hours agreed to in the Offer of Appointment, or 35 hours per week, whichever is greater.
- 10.03 The total number of hours shall include all forms of service such as allowance for orientation, attendance at meetings with their Coordinator and preparation and marking.

10.04 Work associated with the graduate assistantship is to be completed within the term for which payment is being made.

ARTICLE 11: RENEWAL OF GRADUATE ASSISTANTSHIP

11.01 Where a graduate student has been offered a subsequent GA appointment, the renewal of the assistantship is contingent upon;

- a) The graduate student's acceptable performance of duties to the satisfaction of the Coordinator;
- b) The fulfillment of the appointment criteria as evidenced by the Coordinator's report; and
- c) The graduate student remaining eligible for appointment to a GA.

11.02 Normally, a graduate student's termination from a GA will cause any possible renewals related to that appointment to be rescinded.

ARTICLE 12: DISCIPLINE

12.01 A GA will only be disciplined for just cause. Discipline may take the form of a warning, letter of reprimand, or termination of employment in accordance with the principles of progressive discipline. Cause is limited to the graduate student's failure to meet the requirements of the Offer of Appointment. Termination will not affect academic standing or progress through their program.

12.02 The Coordinator shall make all reasonable efforts via written notice to rectify difficulties related to performance or any failure to meet the requirements of the position. An email to the GA, to the address on their graduate student file, will be deemed sufficient written notice.

12.03 Written notice of termination, with reasons outlined, will be given to the GA, and the Dean of the Faculty of Graduate Studies by the Faculty Dean and a copy included in the graduate student's employment file.

12.04 A GA's duties may be temporarily suspended pending the investigation of the cause for termination.

ARTICLE 13: REMUNERATION

- 13.01 Rate of pay will be negotiated between the Coordinator, Human Resources and the graduate assistant that is consistent with this agreement.
- 13.02 Payments for GA's will be made in arrears through the regular university payroll cycle.
- 13.03 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.
- 13.04 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.
- 13.05 GA's are not eligible to participate in Athabasca University employee benefit plans, pension plans or group life insurance as part of their appointment.

ARTICLE 14: LEAVE

- 14.01 Any leave granted under this agreement will be unpaid leave.
- 14.02 It is expected that short absences (less than three weeks) 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 GA's.
- 14.03 The GA shall work with the Coordinator to make alternate arrangements for short absences (less than three weeks) to ensure that the GA fulfills the total hours of work agreed to in the Offer of Appointment.
- 14.04 If a GA requires leave due to medical reasons, the GA will:
- a) Notify the Coordinator and Human Resources that they require an extended leave; and
 - b) If required, provide documentation to Human Resources from a medical professional that states the GA is unable to perform his or her duties. A copy will be added to the student's employment file.

- 14.05 A GA and the Coordinator may renegotiate the terms of the appointment to reflect any changes in the GA's ability to perform their assigned duties. Both parties and the Dean of the relevant Faculty must agree, in writing, to any changes. A copy will be forwarded to Human Resources and added to the GA's employment file.
- 14.06 In cases where an agreement cannot be reached on changes to the GA's appointment, the Dean of the Faculty of Graduate Studies will make a final, binding decision.

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 Dean of the relevant Faculty to defer the appointment.
- 15.02 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 GA to be given priority consideration and priority consideration will depend on the availability of funds.

ARTICLE 16: GRIEVANCE PROCEDURE

- 16.01 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*.
- 16.02 Notwithstanding 16.01 the grievance 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), academic and non-academic misconduct, or rulings of the Faculty of Graduate Studies.
- 16.03 A GA may request that the Graduate Students' Association (AUGSA) act as their advocate in the event of a dispute. Upon such a request, the AUGSA may appoint a representative to assist, accompany, or represent the GA as appropriate under this Agreement.

16.04 The AUGSA may initiate the grievance 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.

16.07 Step 1 – Informal Discussion

The Coordinator and GA are encouraged to resolve complaints informally. A GA should initiate discussion with their Coordinator within five (5) working days of the employee becoming aware of the occurrence or recurrence of the event giving rise to the issue. Any informal resolution of a complaint will be without prejudice or precedent with respect to the interpretation or application of this Agreement.

16.08 Step 2 – Faculty Dean

- 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 GA 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 consult with the GA and the Coordinator to attempt to resolve the dispute within ten (10) working days of receipt of notification of the dispute.
- c) The Dean will deliver a decision in writing to the GA within ten (10) working days of receipt of notification of the dispute.

16.08 Step 3 – Dean, Faculty of Graduate Studies

- a) If there is not a satisfactory resolution of the dispute after Step 2, the GA may inform the Dean of the Faculty of Graduate Studies of the dispute within five (5) working days of the decision by the Dean of the relevant Faculty in Step 2. The notice will be in writing, describing the nature of the dispute and the proposed resolution.
- b) The Dean of the Faculty 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 the Faculty of Graduate Studies may request any further information from the parties involved.

- c) The Dean of the Faculty 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.

16.09 Step 4 - Arbitration

- a) If a GA is not satisfied with the decision of the Dean of the Faculty of Graduate Studies in Step 3, the GA may request that the AUGSA initiate a referral to an arbitrator. The AUGSA has the sole authority to determine whether to refer the dispute to an arbitrator.
- b) In submitting a request for a referral to an arbitrator, the AUGSA 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.

16.10 A request for a referral to an arbitrator must be filed with the Dean of the Faculty of Graduate Studies within fifteen (15) working days of the decision in Step 3

16.11 The timelines noted above may be extended by mutual agreement of both parties. Requests for extension will not be unreasonably denied.

ARTICLE 17: ARBITRATION

17.01 The Arbitrator must be experienced in the resolution of disputes and a person listed on:

The Alberta Government Grievance Arbitration Roster Website
(<https://www.alberta.ca/grievance-arbitration.aspx>)

17.02 Both parties involved in the arbitration process shall mutually agree on the Arbitrator chosen. If the two parties cannot agree then the arbitrator shall be chosen by the Provost and Vice President, Academic.

17.03 At least 10 business days prior to the scheduled arbitration, the parties involved will provide all relevant documents, and names of witnesses to the arbitrator.

- 17.04 The arbitrator will receive and consider the written and 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.
- 17.05 The arbitrator's decision is final and binding.
- 17.06 The costs of the arbitration panel will be shared equally by the two main parties involved.

ARTICLE 18: INTELLECTUAL PROPERTY

- 18.01 The intellectual contributions of a GA will be acknowledged in accordance with University policies and procedures regarding intellectual property.

SCHEDULE A

Compensation for Graduate Assistant

RA 2 (master/certificate/ diploma): Minimum \$18.50/ hour

RA 1 (doctoral): Minimum \$20.50/hour



**Athabasca
University**

Focused on the future of learning

Both the Board and AUGSA hereby agree that at February 4, 2019, and upon ratification by both parties, the following Collective Agreement will take full force and effect on both parties.

Signed on the 16th day of February, 2019

**The Governors of
Athabasca University**

A handwritten signature in blue ink, written over a horizontal line.

Signature

A handwritten signature in blue ink, written over a horizontal line.

Witness

**The Athabasca University
Graduate Students' Association**

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Signature

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Witness