

COLLECTIVE AGREEMENT

between

**PUBLIC SERVICE ALLIANCE OF CANADA (PSAC)
Local 60550
UNION OF GRADUATE STUDENT WORKERS**

and

**UNIVERSITY OF NEW BRUNSWICK
FREDERICTON AND SAINT JOHN CAMPUSES**



Public Service Alliance of Canada
Alliance de la Fonction publique du Canada

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this **Collective** Agreement is to establish orderly collective bargaining between the University of New Brunswick (hereafter referred to as the Employer or the University) and those Employees represented by the Public Service Alliance of Canada and its Local 60550 (Union of Graduate Student Workers); to ensure the prompt resolution of disputes and grievances; and to establish an agreement covering rates of pay and other working conditions.
- 1.02 The Parties recognize their mutual interest in promoting and enhancing the working relationships between the Employer, the Union and its members consistent with the principles of mutual respect and co-operation.

ARTICLE 2 – DEFINITIONS

- 2.01 For the purpose of this **Collective** Agreement:

"Academic Term" means the period defined from time-to-time by Senate corresponding, approximately, to the periods from September to December (Fall term), January to April (Winter term) and May to August (Summer term).

"Academic Year" means the period from September 1 to August 31 of the following calendar year, inclusive of both dates.

"Bargaining Unit" means the group of Employees as recognized in Clause 3.01.

"**Collective** Agreement" refers to the Collective Agreement entered into between the **PSAC** and the Employer.

"days" means, **unless otherwise specified**, days **exclusive of Saturday, Sunday, University Holidays and any other partial or full day when the relevant campus of the University is closed for administrative business.**

"Employee" means a person who is a member of the Bargaining Unit.

"Employer" means the University of New Brunswick, that is, the Corporation of the University of New Brunswick as incorporated under Chapter 63 of the Acts 22 Victoria (1859), as amended, and continued by the University of New Brunswick Act (1968), as amended, and any person(s) duly appointed by it to act on its behalf.

“Employment Contract” for a Graduate Student employed as a GSTA and, or, GSRA means a fully completed and signed Appendix B1 and, or B2 as amended by a fully completed and signed Appendix C1 and, or C2.

“Graduate Academic Unit” (GAU) is the unit responsible for the graduate program within and, or, across a Faculty/Department/division/discipline.

“Graduate Student” is a student who has been registered as a candidate for a higher degree or diploma in the School of Graduate Studies at the University.

“Graduate Student Research Assistant” (GSRA) means a Graduate Student normally employed to provide support for conducting research under the supervision of a GAU member. This was formerly called **“Research Assistant (RA)”**.

“Graduate Student Teaching Assistant” (GSTA) means a Graduate Student normally employed to provide support for teaching or other GAU approved academic activities related to the delivery of a course. This was formerly called **“Graduate Teaching Assistant (GTA)”**.

“Intellectual Property” refers to inventions, discoveries or creations that may be primarily of scholarly value or commercial value, or both, and includes, but is not limited to, copyright, patents, **trade secrets, industrial design,** and trademarks.

“Local” means the PSAC Directly Chartered Local 60550, the Union of Graduate Student Workers.

“School of Graduate Studies” (SGS) is the unit that administers University level policies, procedures, etc. for graduate studies and is the GAU for Interdisciplinary Studies.

“Union” means the Public Service Alliance of Canada and its Local 60550, the Union of Graduate Student Workers.

“University” means the University of New Brunswick.

ARTICLE 3 – UNION RECOGNITION

- 3.01 The Employer recognizes the Public Service Alliance of Canada and its Local 60550, the Union of Graduate Student Workers, as the sole and exclusive bargaining agent for the Bargaining Unit as set out in the Certification Order IR-022-07 dated April 27, 2008 which reads, in part,

as follows:

"All employees of the University of New Brunswick who are Graduate Students working as Teaching Assistants and, or, Research Assistants, save and except any employees covered by an existing collective agreement and those excluded pursuant to the Industrial Relations Act."

- 3.02 The Employer shall not create any new classification for Graduate Student workers nor amend the job duties, working conditions, salary or benefits of an Employee for the purpose of excluding them from the Bargaining Unit.
- 3.03 The Employer shall not bargain with or enter into any agreement with any Employee or group of Employees concerning terms and conditions of employment or any matter in conflict with the terms of this Collective Agreement except as expressly authorized in writing by the Union.
- 3.04 The Union agrees that no Employee or group of Employees shall undertake to represent the Union to the Employer without proper authorization of the Union. The Union shall provide the Employer, in writing, with the names and position titles of its Officers, the names and jurisdictions of its Stewards, including the person designated as Chief Steward, and the names of its Regional Representative and its Negotiator. The Union will be notified of the names and position titles of senior university administrators.
- 3.05 The current practice concerning the use of undergraduate teaching assistants and research assistants shall be maintained. However, undergraduate teaching assistants or research assistants shall not be used to undermine the Bargaining Unit.
- 3.06 Should either Party become aware of a situation that will change funding opportunities for employment under this Collective Agreement, that Party will promptly bring it to the other Party's attention through the Joint Union-Management Committee (JUMC) under Article 11, recognizing that in some instances subsequent discussions may be required between the Employer and the Union.**

ARTICLE 4 - UNION SECURITY

- 4.01 (a) No Employee is required to join the Union as a condition of employment. However, each Employee, whether or not a member of the Union, shall pay the equivalent of Union dues to the Union.

- (b) **The Union shall receive a copy of all signed Employment Contracts within ten (10) days of signature by the Director of Graduate Studies/Chair/Dean.**
- (c) The Employer shall deduct Union dues and assessments levied by the Union on members of the Bargaining Unit covered by this **Collective** Agreement. The Employer shall remit the amount deducted to the PSAC **biweekly** following the **biweekly period** in which deductions were made. This shall be accompanied by an electronic spreadsheet, with a unique identification number for each Employee, name, **sex**, hours of work, bi-weekly **earnings**, **degree classification**, **date of hire**, **end date**, **rate of pay**, **e-mail address**, **campus**, **contract hours**, **local mailing address**, **local phone number(s)** and funding department. Other details can be added to the spreadsheet by agreement between the Employer and **the Union**.

4.02 **For the purpose of applying this Article, deductions from pay for each Employee will start with the first full biweekly pay period to the extent that earnings are available.**

4.03 **The PSAC shall inform the Employer in writing of the authorized bi-weekly deduction to be checked off for each Employee.**

4.04 All new Employees shall become members of the Union on their date of hire, unless that Employee opts out of membership by written notice to the Union within thirty (30) days of the date **their** appointment begins. New Employees shall be advised in their letter of offer that they are included in the Bargaining Unit represented by the Union and that their employment is on the terms and conditions set out in the Collective Agreement. A Union membership form and information package provided by the Union shall accompany the letter of offer.

4.05 For the purpose of administering the Collective Agreement, the University shall provide the Union, on May 1 of each year, an amount equivalent to six (6) full Teaching Assistantships (PhD) of 130 hours each.

DUES CHECK OFF

4.06 **No employee organization, other than the PSAC, shall be permitted to have membership dues and, or, other monies deducted by the Employer from the pay of Employees for work in this Bargaining Unit.**

4.07 The **PSAC** agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the

Employer, and such claim or liability would be limited to the amount actually involved in the error.

- 4.08 Where an Employee does not have sufficient earnings in a bi-weekly period to permit deductions to be made under this Article, the Employer shall not be obligated to make such deductions in that period.
- 4.09 The Employer shall provide a statement of Union dues deducted for each calendar year on the Employee's T-4 statement.
- 4.10 The Union shall provide at least 30 days' notice of any change in membership dues and, or, assessments.

INFORMATION FOR THE UNION

- 4.11 The Employer shall provide the Union, in electronic format, **the same electronic spreadsheet provided to the PSAC under Article 4.01(c), by copying the Union on the Employer's e-mails to PSAC.** Other information may be added by mutual agreement of the Parties. The confidentiality of individual data shall be respected by the Union and shall not be shared with third parties.

COLLECTIVE AGREEMENT

- 4.12 When a Collective Agreement has been signed, the **Parties** shall post the text of the **Collective Agreement on their websites within ten (10) days.** Within **thirty (30) days of signing this Collective Agreement** the Employer shall provide the Union with 500 printed copies of the **Collective Agreement.** A printed copy of the **Collective Agreement** shall also be made available in each department **and** faculty office. The Employer will inform new Employees in their letter of offer that the **Collective Agreement for Graduate Students working as either a Graduate Student Teaching Assistant or a Graduate Student Research Assistant** is available on-line **at unb.ca and at ugsu.ca.**

RIGHT TO PARTICIPATE IN UNION ACTIVITIES

- 4.13 The Employer recognizes the right of every member to participate in any activities of the Union, and shall not interfere with this right. Unless otherwise agreed with the Employer, all formal Union activities will be done outside the work schedule of the Employee.
- 4.14 Duly authorized representatives of the Union shall be permitted to transact official business of the Union with members of the Union or with official representatives of the University, on University property,

provided such business shall not interfere with the normal operations of the University.

ARTICLE 5 – FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

- 5.01 If any law now in force or enacted during the term of this **Collective Agreement** renders null and void any provision of this **Collective Agreement**, the remaining provisions shall remain in effect for the **life** of the **Collective Agreement**. The Parties shall thereupon negotiate substitute provisions which are in conformity with the applicable law. **Any agreed upon changes shall remain in effect until the legislative change is no longer applicable, in which case the previous language, unless otherwise mutually agreed, or amended, by the Parties, shall be reinstated.**

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 The Union recognizes the power, authority, right, privilege and responsibility of the Employer, the University of New Brunswick, to manage the operations of the University of New Brunswick in all respects, as set out in the University of New Brunswick Act, except as specifically abridged or modified by the Collective Agreement.
- 6.02 The provisions of Article 6.01 shall not be carried out in an arbitrary or discriminatory manner.

ARTICLE 7 - SERVICES AND FACILITIES

- 7.01 The Union may post notices of meetings and other notices of interest to Employees on the Employer's bulletin boards.
- 7.02 The Employer agrees to provide the Union with a suitably serviced and maintained office on the UNB Fredericton **and Saint John campuses. These offices shall be for the shared use of all PSAC locals at UNB.**
- 7.03 The Union may use the campus mail service on the same basis and at the same rates as University **D**epartments.
- 7.04 The Union shall have access to the following services of the Employer subject to the protocols determined by the Employer for internal users: telephone, postal, e-mail, duplicating, copying, printing and audio-visual.
- 7.05 The Employer shall **not charge** the Union **for the use of** meeting rooms **that are currently available to** internal users **at no cost** when required for Union business, provided reasonable notice is given and space is

available.

- 7.06 The Employer agrees to use its best efforts to provide Employees with appropriate office space when required for them to meet with their students.
- 7.07 The Employer agrees to provide Employees with access to and use of, available libraries, books, laboratories, duplicating services, office supplies, computing facilities, electronic resources, audio-visual equipment and any other University facilities, free of charge, when the Employer determines they are required in the performance of the Employees' contractual duties and responsibilities. Reimbursement of any expenses incurred in the foregoing is subject to the written approval of the person designated in the Department, School or Faculty.
- 7.08 Provided prior written approval for travel has been given by the person designated by the Department, the Employer shall reimburse the Employee for all reasonable travel expenses incurred for employment related activities **in accordance with the UNB Financial Services Travel Policy. An Employee may request an advance of funds to be provided prior to departure in accordance with this policy. The Employer agrees to consult with the Local in accordance with Article 11 – Joint Union Management Committee at least thirty (30) days prior to implementing any changes to the Travel Policy which may affect the members of the Bargaining Unit.**
- 7.09 The Employer will provide **one guest parking pass to a PSAC official** on occasions when the **official** is visiting **either UNB** campus on Union business.

ARTICLE 8 - CORRESPONDENCE

- 8.01 Except where otherwise provided, official communications in the form of correspondence between the Employer and the Union may be given by **regular mail, campus mail, or electronically** as follows:

To the Employer:
Associate Vice-President
Human Resources &
Organizational Development
University of New Brunswick
P.O. Box 4400
Fredericton, NB E3B 5A3

Email: hrandod@unb.ca

To the Union:
Local President
PSAC Local 60550
Union of Graduate Student
Workers
P.O. Box 612, Station A
Fredericton, NB E3B 5A6

Email: ugsw.unb@gmail.com

The Employer shall normally copy the **PSAC Regional Executive Vice-President – Atlantic and** PSAC Regional Representative on such correspondence **at the addresses provided under Article 8.03.**

8.02 The Employer agrees to provide to the Union the following information:

- (a) a copy of the University of New Brunswick budget approved by the Board of Governors;
- (b) a copy of the University of New Brunswick's audited financial statements;
- (c) a copy of the agenda and the minutes, at the time of distribution, of any open meetings of the Board of Governors and any supporting documents to these agenda items;
- (d) the names of all persons appointed or elected to positions of the Board of Governors;
- (e) the names of all persons appointed to any committee formed in accordance with any of the clauses of this Collective Agreement;
- (f) the names and titles of individuals appointed to senior administrative positions, including the President, Vice-President and Dean of the School of Graduate Studies at the University.

8.03 The Union agrees to provide to the University the following information:

- (a) the names of all persons appointed or elected to positions in the Union;
- (b) the name, **e-mail address and regular mail contact information** of the PSAC Regional Representative;
- (c) **the name, e-mail address and regular mail contact information of the PSAC Regional Executive Vice-President – Atlantic;**
- (d) the names of all persons appointed to any committee formed in accordance with any of the clauses of this Collective Agreement.

ARTICLE 9 - NO DISCRIMINATION, NO HARASSMENT AND WHISTLEBLOWER PROTECTION

NO DISCRIMINATION

- 9.01 There shall be no discrimination, interference, restriction, coercion, intimidation, or disciplinary action exercised or practiced with respect to or by an Employee **(except as permitted by the New Brunswick Employment Standards Act and, or, the New Brunswick Human Rights Act)** by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, social condition, sex, sexual orientation, gender identity or expression, political affiliation, political activity, pregnancy, family status, marital status, mental or physical disability, place of residence, membership or activity in the Union, or a conviction for which a pardon has been granted.
- 9.02 This article does not preclude any Employment Equity measures agreed to by the Parties or required by law.
- 9.03 The Parties acknowledge that the Employer has a duty to accommodate and the Union has an obligation to assist in that accommodation, consistent with the New Brunswick Human Rights Act and the evolving jurisprudence. In situations where an Employee requires an accommodation, the Employer, the Union and the Employee shall meet and make every reasonable effort to reach the required resolution.

NO HARASSMENT

- 9.04 The Employer, the Union and **the** Employees are committed to a working and learning environment free from harassment on grounds that are prohibited by the New Brunswick Human Rights Act, free from personal **and sexual** harassment as defined in this Collective Agreement and free from abuse of authority as defined in this Collective Agreement. The parties undertake to ensure that no form of harassment or abuse of authority, **or violence, or retaliation against any Employee who is a complainant, witness or otherwise involved with the making or processing of a claim of harassment under this Article** is tolerated in the workplace.

"Personal harassment" **is a form of harassment and** means: any vexatious behaviour that is known or ought reasonably to be known to be unwelcome. It may take the form of repeated hostile or unwanted conduct, **physical assault, verbal or written comments, or abuse of authority, actions or gestures (including bullying)** that affect an Employee's dignity, or psychological or physical integrity, and which

results in a harmful work environment for the Employee. A single serious incidence of such behaviour may also constitute personal harassment.

“Sexual harassment” is a form of harassment and means: conduct of a sexual nature such as, but not limited to, abuse or threats of a sexual nature, unwelcome sexual invitations or requests, demands for sexual favours, or repeated innuendos or taunting about a person’s body, appearance or sexual orientation when:

- (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment; or,**
- (b) submission to, or rejection of, such conduct by an individual is used as the basis for employment; or,**
- (c) such conduct interferes with an individual’s work performance; or,**
- (d) such conduct creates an intimidating, hostile, or offensive working environment.**

“Abuse of authority” is a form of harassment and occurs when an individual improperly uses the power and authority inherent in **their** position to endanger an Employee’s job, undermines the Employee’s ability to perform that job, threatens the economic livelihood of the Employee or in any way interferes with or influences the career of the Employee. It includes **vexatious behaviour**, intimidation, threats, **bullying**, blackmail or coercion.

“Poisoned work environment” is a form of harassment and means: activities or behaviours not necessarily directed at anyone in particular, that creates a hostile or offensive workplace. Examples of a poisoned work environment may include but are not limited to: graffiti, sexual, racial or religious insults or jokes, abusive treatment of an Employee and the display of pornographic or other offensive material.

- 9.05 An **Employee** who feels that **they have** been a victim of **discrimination** or harassment may file a complaint under the University’s Harassment Policy or may file a grievance under Article 19 – Grievance Procedure.
- 9.06 An **Employee** who is disciplined under this Article or under the University Harassment Policy shall have the right to grieve such discipline under Article 19 – Grievance Procedure.
- 9.07 **The Employer shall include the PSAC in any University-wide consultative process for the development of a policy on Preventing and Dealing with**

Violence in the Workplace.

WHISTLEBLOWER PROTECTION

9.08 There shall be no retaliation or threat of retaliation against an Employee who, on the basis of a reasonable belief, reports wrongdoing by any member of the campus community or who gives information or evidence in relation to the reported wrongdoing.

An Employee who files a malicious report may be disciplined; however a report that is determined to be unfounded does not necessarily constitute a complaint filed in bad faith.

ARTICLE 10 - NO STRIKE, NO LOCKOUT

10.01 The Parties agree that there will be no strike or lockout as defined by the New Brunswick Industrial Relations Act during the life of this Collective Agreement.

10.02 If members of the Bargaining Unit are prevented from performing their duties because of a strike or lockout on the premises of the Employer or of another Employer, the member shall report the matter to the Employer and the Employer shall make every reasonable effort to ensure safe access to the workplace or make alternative work arrangements. The member shall suffer no loss of wages or benefits as a result of this situation.

10.03 Within a reasonable time period but no later than when notice of a strike or lockout of another bargaining unit has been served, the Employer shall notify the Local Union executive and the Parties shall meet at a mutually agreeable time to discuss the impact, if any, on this Bargaining Unit.

ARTICLE 11 – JOINT UNION-MANAGEMENT COMMITTEE

11.01 There shall be a **Joint** Union-Management Committee consisting of three (3) Bargaining Unit representatives appointed by the Union and three (3) representatives appointed by the Employer. The **Parties** shall endeavour to ensure representation from the Saint John campus.

11.02 The purpose of this Committee is to review matters of mutual interest arising from the application of this Collective Agreement and to foster communications and co-operation between the Parties, but the Committee shall not have the power to deal with any matters which are properly the subject of grievance or negotiation.

- 11.03 The Committee shall meet at least **twice** per term and whenever the need arises, upon five (5) days written notice given by either **Party**.
- 11.04 The Committee shall have Co-Chairpersons appointed by the respective **Parties**.
- 11.05 Minutes of each meeting of the Committee shall be prepared **and agreed upon** by **both sides during the meeting and then signed by the Co-Chairpersons** and distributed to all Committee members.

ARTICLE 12 - REPRESENTATION ON UNIVERSITY BODIES

- 12.01 The Union shall be entitled to representation on University committees that are structured to include representation of all unionized employee groups.
- 12.02 Notwithstanding Article 12.01, the Parties agree that there may be other University committees where Union representation is appropriate and desirable. In such cases, the Parties shall discuss the Union's request for representation and such requests shall not be unreasonably denied.

ARTICLE 13 - APPOINTMENTS (Graduate Student Teaching Assistants)

- 13.01 The Union agrees that the Employer shall make the determination as to the number of full or partial Graduate **Student Teaching Assistants** positions and the allocation of positions to campuses, **Faculties, Departments** and courses.
- 13.02 A full **GSTA** appointment is considered to be 130 hours in an Academic Term. Letters of appointment will specify the number of hours to be worked during the Academic Term.
- 13.03 **The work duties of a Graduate Student Teaching Assistant may include, but are not limited to: supervision of laboratories, marking assignments, marking laboratory reports, assisting in classroom instruction, etc.**
- 13.04 The period for which Masters students are eligible to receive a Graduate **Student Teaching Assistant appointment** is normally two years from the date of commencement of their academic program. When a Graduate **Student Teaching Assistant appointment** is offered at the time of admission as part of a package of financial support, it shall be guaranteed for two years from the date of commencement of the program, subject to acceptable performance as a **GSTA**.
- 13.05 The period for which Doctoral students are eligible to receive a Graduate **Student Teaching Assistant appointment** is normally four

years from the date of commencement of their academic program. When a Graduate **Student Teaching Assistant appointment** is offered at the time of admission as part of a package of financial support, it shall be guaranteed for four years from the date of the commencement of the program, subject to acceptable performance as a **GSTA**.

- 13.06** Prior to the allocation of **GSTA** positions, the Employer will invite students to express their preferences for assignments and the Employer will make reasonable efforts to accommodate such requests consistent with the student's skills and abilities.
- 13.07** Students holding awards totaling more than \$**35,000** per year shall not be assigned a **GSTA** pursuant to article **13.04** or **13.05** in any year in which they hold the award(s). Notwithstanding, such a student may be assigned a **GSTA** pursuant to article **13.08**.
- 13.08** The Employer shall assign Graduate Students to the remaining **GSTA** positions in their faculty/department according to the following order of precedence:
- (a) PhD students receiving less than \$**17,500** in funding;
 - (b) Masters students receiving less than \$**17,500** in funding;
 - (c) PhD students receiving more than \$**17,500** in funding;
 - (d) Masters students receiving more than \$**17,500** in funding.
- 13.09** In the calculation of **GSTA** order of precedence allocations in Article **13.08** above, the Employer shall not take into consideration external scholarships totaling less than \$**17,500**.
- 13.10** In the event that the **University** intends, for reasons of unacceptable performance as a **GSTA**, not to award a **GSTA appointment** to a student who is otherwise eligible under Articles **13.04**, **13.05** and **13.08**, the student shall be so notified in writing with a copy to the Union. The decision shall be grievable.
- 13.11** For the purpose of allocating positions as per Articles 13.03 through 13.08, members registered in a self-standing interdisciplinary program will be assigned to **GSTA** positions through the School of Graduate Studies, in consultation with the student.

JOB POSTINGS

- 13.12** Where there are more **GSTA** positions available in a faculty and, or,

department than there are eligible Graduate Students in that Faculty and, or, Department, the University will post notice of the availability of the **GSTA** position for no less than ten (10) days on the UNB Employment Opportunities website and on any bulletin boards reserved for this purpose, as well as e-mailing the posting to all Graduate Students for whom the University has e-mail addresses. Where identical positions are available, a single posting indicating the number of identical positions is sufficient.

- 13.13 The postings shall contain a brief description of the duties, the **employment** supervisor (if known), the required number of hours, the term of employment, and to whom the application must be submitted.
- 13.14 All postings shall note: *"This position is covered by **the** Collective Agreement negotiated between PSAC, **on behalf of the Union of Graduate Student Workers (UGSW) Local 60550, and UNB**" as well as "The University of New Brunswick and the Public Service Alliance of Canada are committed to Employment Equity."*
- 13.15 One copy of each Posting shall be forwarded to the Union at the same time it is posted and e-mailed to Graduate Students.
- 13.16 Where there **are two or more candidates who have the skills, abilities, qualifications and experience as required by** the job posting provided for in Article 13, the **descending** order of hiring preference shall be as follows:
- (a) **Graduate Students in a self-standing interdisciplinary program who did not receive a Graduate Student Teaching Assistant (GSTA) position in accordance with Clauses 13.08 and 13.12;**
 - (b) demonstrated financial need;
 - (c) employment equity target group;
 - (d) **a Graduate Student who has not previously had a Graduate Student Teaching Assistant opportunity.**
- 13.17 All Graduate **Student** Teaching Assistants shall receive a letter of offer that shall contain, as a minimum, the following information: course and location, start date, end date, name of **employment** supervisor (if known), rate of pay, hours of work per week, and duties and responsibilities. The Union shall be copied on all such letters of offer.
- 13.18 When an unanticipated vacancy occurs within two weeks of the start of an Academic Term or after the start of the Academic Term, the

Employer may fill the position without posting. The Union shall be notified when this happens and shall be provided with reasons for the action.

- 13.19 Candidates who decline an offer of appointment as a **GSTA** shall not lose their priority status for an appointment in a future term.
- 13.20 A Graduate **Student** Teaching Assistant shall only be required to perform duties and responsibilities as outlined in **Appendix B1, and Appendix C1 as appropriate.**

ARTICLE 14 - APPOINTMENTS (Graduate Student Research Assistants)

14.01 Employment as a **Graduate Student** Research Assistant (**GSRA**) is typically offered:

- (a) to new Graduate Students at the time of recruitment; or
- (b) to existing Graduate Students

by their Faculty Supervisor or a member of their Supervisory Committee holding a research grant or contract.

14.02 The average weekly hours of work and the duration of the **GSRA** employment will be specified at the time it is offered. Subject to acceptable performance as an **GSRA** and to the continued availability of the faculty member's grant/contract funding, the period of **GSRA** employment shall normally be continued for two years (Masters students) or four years (PhD students) from the date of commencement of the program.

14.03 **The work duties of a Graduate Student Research Assistant may include, but are not limited to: conducting library/literature research, surveys, field work, laboratory experiments and other research; compiling research results; assisting the employment supervisor in analysis of results and preparation of journal articles, papers or other publications; and performing tasks associated with projects undertaken by a GAU member, etc.**

14.04 **Graduate Student** Research Assistant positions which are not offered under the provisions of Article 14.01:

- (a) **may be awarded to a qualified Graduate Student in the Graduate Academic Unit; or**
- (b) shall be posted for a period of no less than ten (10) days on the

UNB employment opportunities website and on any bulletin boards reserved for this purpose, as well as e-mailing the posting to all Graduate Students. Where identical positions are available, a single posting indicating the number of identical positions is sufficient.

- 14.05 The posting shall contain a brief description of the duties, the skills and abilities required, the rate of pay, the required number of hours, the term of the employment and to whom the application must be submitted.
- 14.06 All postings shall note: *"This position is covered by **the** Collective Agreement negotiated between PSAC **on behalf of the Union of Graduate Student Workers (UGSW) Local 60550**, and UNB"* as well as *"The University of New Brunswick and the Public Service Alliance of Canada are committed to Employment Equity."*
- 14.07 A copy of each posting shall be forwarded to the Union at the same time as it is posted and e-mailed to Graduate Students.
- 14.08 Where there are two or more candidates whose skills, abilities, qualifications and experience as required by the posting are demonstrably equal, the order of hiring preference shall be as follows:
- (a) **Graduate Students in a self-standing interdisciplinary program who did not receive a Graduate Student Research Assistant (GSRA) position in accordance with 14.01;**
 - (b) demonstrated financial need;
 - (c) employment equity target group.
- 14.09 When an unanticipated vacancy occurs, the Employer shall post the position for no less than five (5) days and follow the process outlined in Article 14.05 to 14.08 above.
- 14.10 Notwithstanding Article 14.04, assignments of twenty (20) hours or less over a period of two (2) weeks or less need not be posted, but Articles 14.11, 14.12, 14.13 and 14.14 shall still apply.
- 14.11 All **Graduate Student** Research Assistants shall receive a letter of offer that shall contain, as a minimum, the following information: general location of work, start date, end date, name of **employment supervisor**, rate of pay, hours of work per day and, or, week, and a general outline of duties and responsibilities. The Union shall be copied on all such letters of offer.

- 14.12 Declining an offer of appointment shall not prejudice a member's future **Graduate Student** Research Assistant opportunities.
- 14.13 In the event that the Employer intends, for reasons of unacceptable performance as a **GSRA**, not to award **GSRA** employment to a student who is otherwise eligible under this article, the student shall be notified in writing with a copy to the Union. The decision shall be grievable.
- 14.14 A **Graduate Student** Research Assistant shall only be required to perform duties and responsibilities that are consistent with those outlined in **Appendix B2, and Appendix C2 as appropriate.**

ARTICLE 15 - HOURS OF WORK AND OVERTIME

- 15.01 All assigned duties of an Employee shall be included in the calculation of time involved in an assignment.
- 15.02 After the Employee has been assigned to **their** employment supervisor, the Supervisor shall meet with the Employee, and shall complete the appropriate **Employment Contract (Appendices B1 and B2).**
- 15.03 The **employment** supervisor shall meet with the Employee, **normally within** twenty (20) days after the **commencement of the duties**, to ensure that the **description of duties and allocation of** hours established in the **Employment Contract** are appropriate. If it is determined by the supervisor and the Employee that the work cannot be performed **as described in the Employment Contract, they shall complete a Collaborative Amendment Record for either the Graduate Student Teaching Assistant (GSTA) Employment Contract (Appendix C1) or the Graduate Student Research Assistant (GSRA) Employment Contract (Appendix C2).**
- 15.04 Subsequent to that meeting, if an Employee has reason to believe that **they** may be unable to perform the duties specified in the **Employment Contract (Appendices B1 and B2)** within the hours specified (either the total hours or the hours applicable to a section thereof) the Employee shall complete an Employment Contract Amendment Request **(Appendices C1 and C2)** and submit it to **their** employment Supervisor. The Supervisor shall meet with the Employee within five (5) days of receiving such request to discuss the problem.
- 15.05 In cases where it is necessary to increase the number of hours in the appointment in order to complete the assigned duties, and the Employee agrees to work the additional hours, **Appendices C1 and C2** must be completed by the appropriate signing authorities and copies returned to the Employee and the School of Graduate Studies before

the additional hours are worked by the Employee.

- 15.06 The Employee shall be compensated for any additional hours authorized at the Employee's hourly rate of pay.
- 15.07 Employees shall not be required to work more than **fifteen (15)** hours in a week without their consent.
- 15.08 An Employee may be accompanied by a representative of the Union at any meeting convened pursuant to Article 15.04.

ARTICLE 16 - TECHNOLOGICAL CHANGE

DEFINITION

- 16.01 The Parties define Technological Change as being a change in the Employer's operation, **which could include a change in work processes**, directly related to the introduction of equipment or material **of a different nature or kind than that previously utilized by the Employer where such change** will result in changes to the employment status or significant changes in working conditions of Employees.

NOTICE

- 16.02 The Employer will give the Union written notice of at least **sixty (60)** days prior to the introduction of **Technological Change**, except where this is not possible due to unforeseen or emergency circumstances, in which case the Union will be given as much notice as possible **including the reasons for the shorter notice.**

CONTENT

- 16.03 (a) The notice will provide information regarding:
- (i) The nature of the **Technological Change**;
 - (ii) **its likely changes to employment status or likely significant changes in working conditions of Employees;**
 - (iii) **the rationale for the change;**
 - (iv) the **Employees** who will be affected; and,
 - (v) the expected date of implementation of the change.
- (b) **Upon request by the PSAC for additional information relating to a Technological Change, the Employer shall make every reasonable effort to provide the information requested.**

CONSULTATION AND TRAINING

- 16.04 During the notice period, the parties shall hold meaningful consultations on the implications arising from **Technological Change**. Where such consultations involve technological change which is likely to affect the income and, or, security of employment, the **Parties** agree to make every reasonable effort to avoid or minimize adverse effects on members of the Bargaining Unit.
- 16.05 When the Employer introduces **Technological Change** that results in a significant change to the core functions of an Employee's job, the Employer will provide the necessary retraining **or upgrading**, at the Employer's expense, in the operation of such equipment or material. All hours spent in training shall be considered hours worked.

ARTICLE 17 - DISCIPLINE AND PERSONNEL FILES

- 17.01 No Employee shall be disciplined except for just **and sufficient** cause. Disputes over what constitutes just **and sufficient** cause shall be resolved through the grievance and arbitration procedure contained in the Collective Agreement.
- 17.02 An Employee shall have the right of Union representation during any meeting **for disciplinary purposes with the Employer, including any meeting to investigate an incident for possible disciplinary action**. The Employer shall give advance notice **in writing** to the Employee **(with a copy to the President of the Union Local or designate)** of the nature of the meeting, shall advise the Employee of **the** right to Union representation, and shall provide a reasonable period of time **(at least two (2) days)**, for the Employee to acquire such representation. The Employee **and, or, Union Representative (if present)** shall be given an opportunity to be heard at such meeting.
- 17.03 The above does not preclude an Employee from requesting Union representation at any meeting called by the Employer. **During any such meeting, either party may terminate it where it appears the meeting must change to an investigation for disciplinary purposes. In this case, notice shall be provided in accordance with Article 17.02. Failure to terminate a meeting under this Article shall not be subject, first, to Article 19-Grievance Procedure or Article 20 -Arbitration; and second, shall have no impact on the outcome of a subsequent disciplinary investigation.**

PROGRESSIVE DISCIPLINE

- 17.04 The value of progressive discipline, with the aim of being corrective in

application, is recognized by **all** parties. **Disciplinary action may include, but is not limited to:**

- **written reprimand**
- **suspension**
- **dismissal**

Oral reprimand or oral counselling do not constitute disciplinary action.

17.05 All documents with respect to the discipline of an Employee will be provided to the Employee and copied to the Union **Local** within **three (3) days**. **At that time a copy, subject to the grievance and arbitration process, shall be placed in the Employee's Personnel File. Confidential copies shall only be distributed as required for administrative purposes related to employment. In such cases the Employee and the Local President, or designate, shall also receive a copy indicating the distribution list.**

ARTICLE 17A - PERSONNEL FILES

17A.01 **There shall be only one official Employee's personnel file ("Personnel File") which shall be kept separately from the Employee's academic file.**

17A.02 An Employee, together with a Union **Representative when requested by that Employee**, shall have access to **the Employee's Personnel File** during regular working hours and upon reasonable notice, (normally **two (2) days or up to five (5) days if required**), twice a year and during the grievance and arbitration process. The Employee **and**, or, the Union will be provided with a copy of the **Employee's Personnel File** upon request.

17A.03 Employees shall acknowledge receiving an evaluation, **in accordance with Article 18**, or a disciplinary report, **in accordance with Article 17**, by signing the copy to be filed **in the Employee's Personnel File**. Such acknowledgment does not signify agreement with the content of the evaluation or disciplinary report. The Employee may attach comments to the **evaluation or report, which shall become a part of the evaluation or report.**

17A.04 **Any document or written statement related to a record of discipline shall be removed from an Employee's Personnel File and given to the Employee upon request**, after a period of twelve (12) months, providing that there has been no further disciplinary action in that time period.

17A.05 An Employee's **Personnel File** shall be kept separate from **their** academic file.

ARTICLE 18 - EVALUATIONS

18.01 The **Parties** agree that the primary purpose of evaluations is to assist the Employee to develop **the Employee's** teaching **and, or, research** skills by providing guidance and feedback.

18.02 The results of any evaluations conducted by the Employer shall be shared with the Employee and, if the Employee so desires, with **a** Union Representative. **Written** evaluations shall be **signed by the Employee as having been "read only" and shall include any written comments by the Employee. Such evaluations shall only be used as necessary for normal and, or, reasonable administrative purposes. Such evaluations shall not be** made available to third parties outside the University without the written consent of the Employee.

18.03 An evaluation shall be conducted at the request of an Employee or may be initiated by the Employer, but there shall be no more than one evaluation per **Academic Term** except by mutual consent.

18.04 Employees shall be given at least ten (10) days' notice that an in-class, face-to-face, or electronically-recorded and, or, electronically-monitored evaluation is to take place.

ARTICLE 19 – GRIEVANCE PROCEDURE

19.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement, including any question as to whether a matter is arbitrable.

19.02 Grievances shall be classified as follows:

(a) Individual grievance shall mean a grievance involving an Employee and particular to that Employee;

(b) Group grievance shall mean a grievance involving a group of Employees and common to all Employees in that group, which shall be processed as a single grievance;

(c) Policy grievance shall mean a grievance initiated by the Union which has general application to the Bargaining Unit as a whole, or to a clearly definable group within the Bargaining Unit;

- (d) Employer grievance shall mean a grievance initiated by the Employer.
- 19.03 No person shall be subject to reprisal for the exercise, in good faith, of **their** rights under this Collective Agreement.
- 19.04 A grievance shall state in writing the article(s) or clause(s) of this **Collective** Agreement which are alleged to have been contravened and must also specify the remedy sought.
- 19.05 The grievor shall be entitled to Union representation and shall be entitled to be present at every step of the grievance and arbitration procedure.
- 19.06 No grievance shall be defeated or denied solely on the basis of a clerical, typographical or similar error.
- 19.07 The grievor and, or, the representative of the Local shall be permitted the required time off without loss of pay to attend grievance meetings.
- 19.08
- (a) **Informal Complaint Stage: The Parties agree that every reasonable effort should be made to resolve a complaint expeditiously and without prejudice through informal discussion. Any Employee or Group of Employees is encouraged to present a verbal complaint to their employment supervisor(s), or to the Dean of the School of Graduate Studies or designate in the case of grievances which are to be initiated at Step 2, in an attempt to settle such complaints through informal discussion before the formal grievance procedure is initiated. An informal complaint shall be initiated within ten (10) days after the alleged grievance has arisen. There is no requirement for formal documentation or correspondence at this informal complaint stage.**
- (b) **Grievance Stage: If the complaint is not resolved under 19.08(a), the written grievance is to be submitted within twenty-five (25) days after the alleged grievance has arisen to the Associate Vice-President of Human Resources & Organizational Development who will direct the grievance to either Step One or Step Two as soon as possible and in no case later than five (5) days following receipt of the grievance. The Associate Vice-President will inform the grievor and the Union as to the appropriate Employer's Representative at Step One and, or, Step Two.**

19.09 Grievances concerning **discipline** or any Group or Policy grievance arising directly between the Employer and the Union shall be directed to Step Two by the Associate Vice-President of Human Resources & Organizational Development.

19.10

Step One.

The Employer's Representative at Step One shall arrange and hold a meeting to hear the grievance within ten (10) days of receiving the grievance. The Employer's Representative shall render **their** disposition within ten (10) days of the hearing. If the disposition does not resolve the grievance to the satisfaction of the Union, then the grievance may proceed to Step Two.

19.11

Step Two.

(a) The Union has ten (10) days from the expiration of the ten (10) day period referred to in Step One to **notify the Employer of its desire** to proceed to Step Two. **Such notice must be in writing to the Associate Vice-President of Human Resources & Organizational Development.**

(b) **The Employer's representative at Step Two shall arrange and hold a meeting to hear the grievance within ten (10) days of receiving the grievance. The Employer's representative shall render the disposition within ten (10) days of the hearing.**

19.12

Step Three.

If the disposition at Step Two does not resolve the grievance to the satisfaction of the Union then the grievance may proceed to arbitration. The written notice of the Union's wish to proceed to arbitration shall be received by the Associate Vice-President of Human Resources & Organizational Development within thirty (30) days from the ten (10) day time limit stated for reply or settlement under Step Two.

19.13 In the case of an Employer grievance, the grievance shall be stated in writing to the President of the Union and shall be considered a Step Two grievance.

19.14 **For clarity, in determining the time in which any step under the foregoing proceedings is to be taken days is as defined in article 2.01.**

- 19.15 Time limits in this agreement shall be considered mandatory. However, either party may request, in writing, an extension of any time limit specified in this Article, and such request shall not be unreasonably denied.
- 19.16 **There shall be no probationary period of employment unless otherwise agreed between the Parties.**

ARTICLE 20 – ARBITRATION

- 20.01 If the Union wishes to refer a matter to arbitration, it shall within thirty (30) days from the date of the Step Two decision, make such request in writing addressed to the Associate Vice-President of Human Resources & Organizational Development. If the Employer wishes to refer a matter to arbitration, it shall within thirty (30) days from the date of the Step Two decision, make such request in writing addressed to the **PSAC Regional Vice-President Atlantic with a copy to the Local Union President.**
- 20.02 The Parties agree to the use of a sole Arbitrator. If the Parties to this agreement cannot agree on the Arbitrator within fifteen (15) days, the Minister of Post-Secondary Education, Training and Labour of the Province of New Brunswick will be asked to appoint one.
- 20.03 The Arbitrator shall hear and determine the difference or allegation (including any question as to whether a matter is arbitrable) and shall issue a decision. The decision shall be final and binding upon the Parties and upon any Employee affected by it.
- 20.04 The Arbitrator shall have all the powers vested in **an Arbitrator** by the *New Brunswick Industrial Relations Act* and by the Collective Agreement, including, in the case of discipline or discharge, the power to substitute for the discipline or discharge such other penalties that the Arbitrator feels **are** just and reasonable in the circumstances. The Arbitrator shall not change, modify or alter the terms of the Collective Agreement.
- 20.05 **Unless mutually agreed, no person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.**
- 20.06 Each of the Parties will equally bear the expense of the Arbitrator.
- 20.07 At any stage of the grievance procedure, including arbitration, the conferring Parties may have the assistance of the Employee or Employees concerned and any necessary witnesses, and all

reasonable arrangements will be made to permit the conferring Parties to have access to the Employer's premises to view disputed operations and to confer with the necessary witnesses.

- 20.08 Any and all time limits fixed by this section may be extended by mutual agreement, in writing, between the Employer and the Union. **If either Party fails to refer a grievance** to arbitration within the time limits, it shall be deemed to have been abandoned.
- 20.09 Should the Parties disagree as to the meaning of the Arbitrator's decision, either Party may within fifteen (15) days after the decision is received, apply to the Arbitrator to clarify the decision.

ARTICLE 21 – ACADEMIC FREEDOM

- 21.01 The unimpeded search for knowledge and its free exposition are vital to the **Employer** and to the common good of society. To this end, the Parties agree to strive to uphold and to protect the principles of academic freedom and not to infringe upon or abridge academic freedom as set out in this Article.
- 21.02 Subject to Article 22.05, all Employees shall have:
- (a) freedom of discussion, freedom to criticize, including criticism of the **Employer**, freedom from censorship, and freedom to consider and **research** all available expressions of creativity, knowledge, and intellectual activity, including those which may be considered by some elements of society to be unconventional, unpopular or unacceptable;
 - (b) freedom in the choice and pursuit of research and freedom to disseminate or to withhold dissemination of the results and conclusions of such research;
 - (c) freedom in the choice and pursuit of teaching methods, and to state their views on matters relating to their discipline.
- 21.03 Academic freedom does not require neutrality; rather, academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research, teaching and scholarship on an honest search for knowledge.
- 21.04 Academic freedom does not confer legal immunity, nor does it diminish the obligation of Employees to meet their responsibilities to the **Employer**. Employees shall not be hindered or impeded in any way, by **the Employer**, from exercising their legal rights, nor shall they suffer any

penalties because of the exercise of such legal rights.

- 21.05 Where agreed upon, Employees shall complete their work assignments with due regard for any Employer-identified **limits** in course and, or, project design, content, and methods of delivery. In such circumstances, Employees have the right to indicate in writing to their **employment** supervisor, without prejudice, their concerns regarding content, structure, texts, and teaching methods.

ARTICLE 22 - INTELLECTUAL PROPERTY RIGHTS

- 22.01 Employees shall retain ownership and copyright of any lectures or course materials created exclusively by them. **Copies of lecture notes or course materials shall be provided to the Employer whenever requested.**
- 22.02 **Employees shall share ownership and copyright of any lectures or course materials created by them in collaboration with another person(s).** Copies of lecture **notes** or course materials shall be **provided to the Employer whenever requested.**
- 22.03 Employees shall receive name recognition consistent with their contribution to the creation of Intellectual Property.
- 22.04 Except where precluded by the terms of an agreement, when an **Employee's** duties involve a creative contribution to a research project, the Employee shall **have ownership of Intellectual Property in proportion to their creative contribution to the project. To define formally** the proportion of ownership which shall accrue to the **Employee** based on the planned effort and duration of the Employee's involvement, **the Employee and Employment Supervisor shall discuss, mutually agree upon and produce an agreement in writing (with confidential copies to the Union and to be placed in the Personnel File). Such agreement is ideally done in advance of the project but may be created or revised at any time.**
- 22.05 The Employee shall be entitled to Union representation at any meeting **under this Article.**
- 22.06 The Employee shall grant the Employer a non-exclusive, unrestricted, royalty-free license to use Intellectual Property for **internal, non-commercial** purposes **including, but not limited to, research, educational and administrative purposes.**

ARTICLE 23 - OUTSIDE ACTIVITIES

- 23.01 Accepting employment in the Bargaining Unit shall not restrict an Employee from engaging in any activity outside the Employer, as long as the Employee does not represent **themselves** as acting on behalf of the Employer. However, nothing shall prevent the Employee from stating the nature and place of **their** employment, rank and title at the University.
- 23.02 Should outside professional activities involve the use of University Employees, facilities, equipment, supplies, or services, such use shall be subject to the prior written approval of the Dean. The request for such approval shall include information on the nature and scope of outside activities for which support is requested. If approval is granted, the charges for Employees, facilities, equipment, supplies, or services shall be at the prevailing rates unless the Vice-President Research agrees in writing to waive all or part of the charges.
- 23.03 Employees shall be free to engage in any other activities outside working hours, provided that without permission no Employee shall exploit **their** connection with the University in the course of such activities.

ARTICLE 24 - HEALTH AND SAFETY

- 24.01 The **Employer and the Union agree that the health and safety of Employees, including office ergonomics, is an important mutual concern. The Parties** shall co-operate in developing and promoting rules and practices to maintain a safe and healthy workplace. The Employer shall take every reasonable precaution to ensure the occupational health and safety of Employees.
- 24.02 The Employer acknowledges its responsibility to provide a safe and healthy workplace and to protect the health, safety and security of **Employees** as they carry out their obligations. **Employees** shall conduct themselves to ensure their individual health and safety and that of other persons in the workplace.
- 24.03 The Employer and **Employees** shall comply with all provisions of the *New Brunswick Occupational Health and Safety Act* and regulations, as well as with all Employer policies related to health and safety.
- 24.04 **Employees** have a right to know about **any hazards and risks** in their working environment. The person designated by the Faculty or Department, or the **Employee's Employment Supervisor**, shall be responsible for **ensuring that** Employees:

- (a) **are advised of the existence of hazards and risks which the Employer is aware, or ought reasonably to be aware, are associated with the Employee's duties. Such hazards and risks may include chemical, biological, radiological and physical agents, and noise;**
- (b) **are informed** of any **relevant** procedures or policies established by the Employer, **including those** associated with the safe handling of materials or equipment;
- (c) **are advised of the right to refuse as referred to in 24.05; and**
- (d) **are aware of the requirement** to use any protective devices, clothing **and**, or, equipment as provided by the Employer.

24.05 An Employee may refuse to do any act where **that Employee** has grounds for believing that the act is likely to endanger **the Employee's** health or safety or the health or safety of another person. An Employee who becomes pregnant, **believes she is pregnant and**, or, who is lactating, may request precautionary measures, including a modified work program, to protect **the Employee** the fetus **and**, or, **the** child. An appropriate modified work program will be implemented for the duration of pregnancy and, or, **the** period of lactation, with no loss of pay or benefits or seniority during the period of modified work.

24.06 Where there is a reasonable risk of exposure to an infectious agent from within the workplace, such as within a laboratory or clinic or fieldwork site where the Employee may be performing work, the Employer agrees that the cost of any required vaccination or prophylactic shall not be borne by the **Employee**. It is understood that the cost of any vaccination that is required as a prerequisite of registration in any program of study will not be paid pursuant to this provision.

24.07 Where an Employee is injured in a manner that causes or may cause a fatality, loss of limb, occupational exposure or occupational disease, or that may require admission to hospital, the Employer shall notify **WorkSafe NB** immediately after the occurrence thereof. The Employer shall provide immediate first aid to any Employee who has suffered a work-related injury on its premises and, if necessary, have the injured Employee taken to a medical facility, a health-care professional or to the Employee's residence, depending on what **the Employee's** condition requires. Transportation costs (if any) shall be borne by the Employer.

24.08 JOINT HEALTH AND SAFETY COMMITTEE

The Union shall be entitled to appoint an Employee **Representative and an alternate** to the Joint Health and Safety Committee on each campus.

24.09 The Employer shall compensate Union **R**epresentatives at their normal hourly rate for all hours spent in training required by **WorkSafe NB**.

ARTICLE 25 - UNIVERSITY HOLIDAYS

25.01 Employees shall not be required to work, but shall suffer no loss of pay or benefits, on any of the following University holidays:

- (a) New Year's Day
- (b) Good Friday
- (c) Easter Monday
- (d) Victoria Day
- (e) Canada Day
- (f) New Brunswick Day
- (g) Labour Day
- (h) Thanksgiving Day
- (i)** Remembrance Day (except if it falls on a Saturday or Sunday)
- (j) Christmas Eve Day
- (k) Christmas Day
- (l) Boxing Day
- (m) New Year's Eve Day
- (n) Any additional day duly proclaimed as a New Brunswick or Canadian statutory holiday.

25.02 Should any of these holidays (except Remembrance Day) fall on a Saturday or Sunday, the Employer shall declare an alternative day as the holiday. This will normally be the Friday preceding or the Monday following the holiday. The Union shall be advised of the holiday schedule.

ARTICLE 26 - LEAVES

26.01 GENERAL

In addition to the leaves outlined in this Article, the Employer may, in its sole discretion, grant leaves of absence with or without pay to Employees for legitimate reasons. Requests for such leave shall not be unreasonably denied.

26.02 ACADEMIC CONFERENCE LEAVE

Subject to the approval of the person designated by the **Faculty or Department** where the Employee works, and supported by a copy of the invitation to participate at an academic conference relevant to the Employee's discipline, an Employee shall be granted Academic Conference Leave with pay up to once per **Academic Term**, but normally no more than ten (10) calendar days between September 1 and the following August 31, and normally no more than five (5) calendar days per request. At least two (2) weeks' notice must be provided to the person designated within the Faculty or Department where the Employee works.

26.03 **BEREAVEMENT LEAVE**

An Employee may apply for, and shall be granted, bereavement leave with pay in the event of the death of the Employee's spouse, common-law spouse, same-sex partner, parent (including **a person who is acting in loco parentis**), child (including stepchild and foster child), siblings (including step-siblings), grandparent, grandchild, mother-in-law, father-in-law, or any relative permanently residing in the same **temporary or permanent residence of** the Employee, for a maximum of five (5) consecutive days. Upon application, the Employer will consider granting reasonable travel time in addition to the leave granted under this Article.

An Employee may apply for, and shall be granted, bereavement leave with pay in the event of the death of the Employee's aunt, uncle, cousin, niece, nephew, brother-in-law or sister-in-law, for a maximum of one (1) day. Upon application, the Employer will consider granting reasonable travel time in addition to the leave granted under this Article.

Upon request, an Employee may defer some or all of the bereavement leave to a later date to coincide with the funeral or memorial service.

26.04 **COMPASSIONATE CARE LEAVE**

An Employee who provides the Employer with a copy of a medical certificate as proof that a person with whom they have a close family relationship is gravely ill and at significant risk of death within 26 weeks shall be granted Compassionate Care Leave without pay. Leave granted under this Article shall be for a minimum period of one (1) week and **normally for up to twenty-eight (28) weeks. Employees may apply for EI Benefits during leave.**

26.05 **COURT LEAVE**

Upon written request to the person designated by the Faculty or Department where the Employee works, an Employee shall be granted leave without loss of pay or benefits, less what the court **or judicial body** pays for the performance of the required duties, when summoned or subpoenaed **to appear** as a witness, **when attending jury selection or when serving for jury duty, or equivalent in legal** proceedings to which the Employee is not a party, but only to the extent that the service actually conflicts with **the Employee's** duties, and provided that upon return to work the Employee provides the person designated by the Faculty or Department with **written** confirmation of the date(s) and time(s) on which **the Employee is** served and the amount of pay received for jury service.

26.06 **EXCHANGE OF DUTIES**

Upon written request to the person designated by the Faculty or Department where the Employee works, an Employee may arrange for leave by way of exchanging duties with another employee, or by arranging for another qualified individual to substitute for the Employee for periods not to exceed two (2) weeks at a time. Such mutual arrangement will not result in additional cost to UNB. Permission for such exchanges or substitutions shall be requested as far in advance as possible and shall not be unreasonably denied.

26.07 **LABOUR CONFERENCES, CONVENTIONS AND UNION TRAINING**

Upon written request to the person designated by the Faculty or Department where the Employee works, the Employer shall grant a leave of absence without pay for up to five (5) Employees at one time and a maximum of ten (10) Employees per contract year who may be elected or selected by the Union to attend labour conferences or conventions.

The Employer shall grant a leave of absence without pay, not to exceed four (4) weeks per Academic Year, to a Union representative who is attending a Union training session. At least two (2) weeks notice must be provided to the person designated within the Department or Faculty where the Employee works.

26.08 **PARENTAL LEAVE**

An Employee who becomes pregnant shall upon request be granted leave without pay for a period of up to fifty two (52) weeks ending not later than fifty-two (52) weeks after the termination of the pregnancy. At its discretion, the Employer may require an Employee to submit a medical certificate certifying pregnancy. The Employer shall reimburse

the cost of the medical certificate. The Employee shall provide the Employer notice in writing at least four (4) weeks in advance of the anticipated commencement of the leave.

An Employee who is not the birth mother, who becomes a parent of a newborn or newly adopted child, shall upon request be granted leave without pay of up to thirty seven (37) weeks. The Employee shall provide the Employer notice in writing at least four (4) weeks in advance of the anticipated commencement of the leave.

26.09 RELIGIOUS OBSERVANCE LEAVE

Employees shall be entitled to up to **three (3)** days of leave with pay each year to observe their spiritual or holy days. **If possible, an** Employee shall **attempt to** make up this time off or **attempt to** arrange an exchange of **the Employee's** duties with another qualified individual. If the above is not possible, the Employee shall be entitled to leave with pay and shall give at least two weeks' notice of the leave to **the Employee's Employment** Supervisor.

26.10 SICK LEAVE

Employees shall be granted up to one (1) **and one-quarter (1/4)** days of paid sick leave per month, or up to **five (5)** days per **Academic Term**. Such sick leave will only apply to regularly scheduled classroom or laboratory contact hours. To qualify for sick leave, the Employee must notify the person designated by the Faculty or Department where the Employee works as to the expected duration of the illness or injury. The Employer may require a medical certificate from the Employee for absences of more than three (3) days. The Employer shall reimburse the cost of the medical certificate. Leave not used in any month shall be carried over to the end of the Academic Year, to a maximum of **ten (10)** banked days.

The Employer shall grant a leave of absence without pay for long-term sick leave provided medical evidence of such need is submitted to the person designated by the Faculty or Department.

26.11 An Employee who applies for leave to perform military service shall be placed on Leave Without Pay for Military Service for the duration of their Employment Contract or military service, whichever is less.

26.12 An Employee will not experience a reduction in pay as a result of a University decision to close due to inclement weather or other unforeseeable circumstances.

ARTICLE 27 - WAGES AND PAY ADMINISTRATION

- 27.01 Rates of pay for **Graduate Student** Teaching Assistants are expressed as hourly rates of pay and are as established in Appendix A.
- 27.02 After a letter of offer has been accepted by a **Graduate Student** Teaching Assistant and, or, a Research Assistant, there shall be no reduction in **GSTA** or **GSRA** funding provided by the Employer, except as permitted by Article 13 – **GSTA** Appointments or Article 14 – **GSRA** Appointments.
- 27.03 **Graduate Student** Teaching Assistants and **Graduate Student** Research Assistants shall receive four (4) per cent of salary as vacation pay. This amount is included in the hourly rate of pay and shall be identified on the pay statement.
- 27.04 Employees shall normally be paid no later than two (2) weeks following the commencement of their **Graduate Student** Teaching Assistantship and, or, **Graduate Student** Research Assistantship, but in any case shall receive their first pay within thirty (30) days of the commencement of such assignment.
- 27.05 Payments shall be made in equal bi-weekly installments during the period of the appointment and shall be by direct deposit in the account of the Employee at the institution of **their** choice. Each payment shall be accompanied by an electronic pay statement that includes all deductions made from the Employee's pay.
- 27.06 Any payment missed shall be made up in full in the subsequent pay period; **however in a hardship situation the Employee shall contact the Director of Graduate Studies in the unit where they are employed.**
- 27.07 No deductions, except those required by law, shall be made from an Employee's pay with or without **their** written authorization. In the event an error is made by the Employer that results in an overpayment to an Employee, the Employer and the Employee shall meet to agree upon a reasonable repayment schedule.

ARTICLE 28 - DURATION AND RENEWAL

- 28.01 This Collective Agreement comes into effect on the date of ratification and shall expire on April 30, **2021**.
- 28.02 Either Party may, within ninety (90) days of the expiry date of the Collective Agreement, give notice in writing to the other Party of its desire to bargain with a view to renewal or revision of the Collective

Agreement.

- 28.03 When a Party gives notice according to Article 28.02 above, the Parties shall, within thirty (30) days after the notice has been given, or such further time as the Parties may agree upon, meet and commence to bargain collectively and make every reasonable effort to conclude a renewal or revision of the Collective Agreement.
- 28.04 This Collective Agreement shall remain in full force in effect from year to year until such time as a new agreement has been reached or until such time as a legal strike or lockout occurs.

**MEMORANDUM OF UNDERSTANDING - ON THE IMPLEMENTATION OF THIS
RENEWED COLLECTIVE AGREEMENT**

The Parties agree that no member of the Bargaining Unit shall experience a reduction in pay (which the purposes of this MOU means the product of their hourly rate of pay X number of hours per week X number of weeks of contracted employment) as a result of this Collective Agreement coming into effect.

For an Employee whose hourly rate at the date of ratification is below the rate of pay for their classification, as shown in Appendix A, their increase shall be to the hourly rate shown in Appendix A.

Former employees shall have ninety (90) days from the date of signing to contact the Employer to request payment of any retroactive pay entitlement.

**MEMORANDUM OF UNDERSTANDING -
GRADUATE STUDENT ORIENTATION SESSIONS**

The Parties agree that the Union shall be invited to all orientation sessions organized by the University for Graduate Students and shall be allocated up to **thirty** (30) minutes to give a presentation about the Union and the Collective Agreement. **The Employer shall advise Graduate Academic Units in August and December of each year of this MOU and the requirement to invite the Union to any Graduate Student orientation sessions that may be held.**

**MEMORANDUM OF UNDERSTANDING - JOINT COMMITTEE ON INTERNATIONAL
GRADUATE STUDENT EMPLOYEES**

The Parties have agreed to form a joint committee to discuss issues affecting international Graduate Student Employees. The committee shall be co-chaired by a member of the **Local** and a representative of the University. In addition, two other **Local** members and two other **Employer** representatives will be appointed to the Joint Committee.

The committee may make recommendations to the Parties as it sees fit. Any such recommendations shall be non-binding on the Parties and will only be implemented with the written agreement of authorized representatives of both the **PSAC** and the **Employer**.

The Joint Committee shall hold an initial meeting within thirty (30) days of the ratification of the Collective Agreement. **The Committee shall meet whenever the need arises upon written notice given by either the Local or the Employer.**

MEMORANDUM OF UNDERSTANDING - EMPLOYER-EMPLOYEE EVALUATION
FORM

The Parties agree to create a joint committee to consider and make recommendations on a standard form for evaluations under Article 18. The Joint Committee shall operate by consensus, shall determine its own procedures and shall consist of two (2) persons appointed by the Employer and two (2) persons appointed by the Union.

The Joint Committee shall hold an initial meeting within two (2) months after the date of signing of the Collective Agreement. The Joint Committee will make every effort to complete its work within eight (8) months of the signing of the Collective Agreement or such longer period as may be agreed by the Joint Committee.

The Committee may make recommendations to the Parties as it sees fit. Any such recommendations shall be non-binding on the parties and will only be implemented with the written agreement of authorized representatives of both the Union and the Employer. These representatives shall meet to review and make a determination on the recommendations within one (1) month of receipt.

**LETTER OF UNDERSTANDING ON JOINT COMMITTEE ON ARTICLE 22, INTELLECTUAL
PROPERTY RIGHTS**

Whereas the Parties have discussed Article 22, Intellectual Property Rights, including Clause 2.01, during the negotiation of the second Collective Agreement;

And whereas the Parties acknowledge and recognize the uniqueness and complexity of intellectual property rights, including copyright;

And whereas the Parties recognize a need to continue discussions on Article 22, Intellectual Property Rights, including Clause 2.01, beyond the negotiation process;

The Parties therefore agree to establish a joint committee to discuss and make recommendations on potential revisions to Article 22, Intellectual Property Rights, and Clause 2.01, including but not limited to issues raised at the bargaining table.

The joint committee may make recommendations as it sees fit. Any such recommendations shall be non-binding on the Parties. The Parties will discuss any recommendations of the joint committee and may either agree to make changes during the life of this Collective Agreement or bargain the issues during collective bargaining after the expiry of this Collective Agreement.

The joint committee shall consist of equal representation. The joint committee will comprise of co-chairs appointed by each party and two voting representatives and such other non-voting members as parties shall find useful. The Committee will set its own procedures.

This Committee will convene a meeting as soon as reasonably possible.

This LOU shall be deemed to be a part of this Collective Agreement.

**MEMORANDUM OF UNDERSTANDING - NO HARASSMENT, NO DISCRIMINATION
AND WHISTLEBLOWING PROTECTION**

Within ninety (90) days of signing this letter, the Parties agree to form a joint working group to review Article 9 – No Discrimination, No Harassment and Whistleblowing Protection and make any recommendations for changes to it.

The Joint Working Group shall consist of two (2) co-chairs, one (1) appointed by each of the Parties and four (4) additional members, two (2) appointed by each of the Parties.

This Joint Working Group shall determine its own process and shall have the authority to invite input from external specialists, such as but not limited to, the UNB Human Rights Officer and the PSAC Human Rights Officer.

The Joint Working Group shall not have the power to implement changes to existing provisions of the Collective Agreement. This may only be done through a written agreement of the Parties. Once ratified by the Parties, these changes shall be deemed to be part of the Collective Agreement.

The Joint Working Group shall complete its review and make recommendations as quickly as possible. Its work shall be complete within one (1) year of the signing of this Collective Agreement at which point the joint working group shall disband.

APPENDIX A

Appointment Type	Hourly Rate							
	01-May-13	01-May-14	01-May-15	01-May-16	01-May-17	01 May-18	01 May-19	01-May-20
PhD	\$23.69	\$23.69	\$24.16	\$24.64	\$25.26	\$25.89	\$26.54	\$27.20
Masters	\$22.69	\$22.69	\$23.14	\$23.60	\$24.19	\$24.79	\$25.41	\$26.05

Note (1): Rates of pay **are the minimum rates of pay** for **Graduate Student Teaching Assistants** and **Graduate Student Research Assistants**.

Note (2): Rates of pay are inclusive of 4% vacation pay as per Article 27.04.

Note (3): Former employees shall have ninety (90) days from the date of signing to contact the Employer to request payment of any retroactive pay entitlement.

APPENDIX B1
GRADUATE STUDENT TEACHING ASSISTANT (GSTA) EMPLOYMENT CONTRACT,
INCLUDING DESCRIPTION OF DUTIES AND ALLOCATION OF HOURS

GSTA's Name	Signature	Date
GSTA Supervisor's Name	Signature	Date
DOGS/Chair/Dean's Name	Signature	Date

Your appointment as a **Graduate Student Teaching Assistant (GSTA)** and the terms and conditions of your employment are covered under the Collective Agreement between the Union, Public Service Alliance of Canada (PSAC) Local 60550 Union of Graduate Student Workers (UGSW), and the Employer, UNB. You are encouraged to review this Collective Agreement on the UGSW website at ugsw.ca or the UNB Human Resources website at unb.ca/hr.

Once the GSTA Employment Contract (located in the Collective Agreement's Appendix B1 is completed and agreed to by signature above, you will then be an Employee, and will be represented in this employment relationship by the PSAC and assigned to Local 60550 UGSW. Union dues (**current rates can be found at ugsw.ca**) will be deducted from your biweekly pay, remitted to the Union, and will be shown as a deduction from taxable income on your Statement of Remunerations Paid (T-4).

You and your GSTA employment Supervisor are referred to **Article 15 – Hours of Work and Overtime** for full details to assist with completing this form. You will discuss this information, taking into account such things as course enrolment, nature of the tasks and expectations for grading, in determining reasonable workload. You are advised not to sign this GSTA Employment Contract until you fully understand it and agree with the details below. By signing this GSTA Employment Contract, both you and your GSTA employment Supervisor agree on the content herein.

Once this GSTA Employment Contract is completed and fully signed above, an original copy shall be provided to you and copies will be forwarded to the School of Graduate Studies, the GSTA employment Supervisor's GAU secretary and digitally to PSAC Local 60550 UGSW.

The GAU, usually the designated Graduate Secretary responsible for your GSTA paperwork, will give you, along with this completed GSTA Employment Contract: the PSAC Application for Membership form; the initial Union Information Package prepared by the Union; and the names, e-mail and phone numbers of the Union Representative(s) that have been provided to the GAU by the Union. The Union Representative will assist you in understanding and completing the Union Application form and will introduce you to your Union's role in the employment relationship with the Employer and the Collective Agreement. You can contact the Union directly at any time, either during or following this process, via e-mail to ugsw.unb@gmail.com or by leaving a confidential voice message on the Union's telephone (506) 451-6882.

- I have NOT received my Union Information & Application Package with this contract or under a prior GSTA or GSRA contract.** **I confirm I have received my Union Information & Application Package with this contract or under a prior GSTA or GSRA contract.**

GSTA's Initials _____

GSTA's Initials _____

Normally within twenty (20) days after the commencement of your duties, one subsequent meeting shall be held in accordance with Article 15.03 to review, and if necessary, revise this Contract by utilizing the Collaborative Amendment Request Record for GSTA Employment Contract attached at Appendix C1).

As outlined in Article 15.04 and 15.05, either you or your GSTA employment Supervisor must initiate any subsequent changes to this Contract by utilizing the Employment Contract Collaborative Amendment Request Record for GSTA Employment Contract attached at Appendix C1.

Description of Duties and Allocation of Hours

Academic Term(s):	
Dept./Fac. Of Employment:	
Start and End Dates:	
Course Name and Number:	
Hourly Rate of Pay:	
Student Status: Full-time/Part-time (F/P)	
Student Number:	
Student E-mail:	
Student Phone Number(s)	
GSTA employment Supervisor's E-mail:	
GSTA employment Supervisor's Phone Number(s):	

GSTA Duties	Approximate Hours (per term)	Details: (Include the nature of the GSTA tasks to be performed and any expectations related to them. There is no expectation for an individual to perform work not related to the duties described in this contract. Further, if possible, note where the projected workload is likely to exceed 10 hours per week.)
1. Preparation: e.g. GSTA orientation (including workplace safety), researching, reading, writing lecture notes, presentations		
2. Presentation and Participation: e.g. conducting, and, or participating in and, or, observing classes, tutorials, labs, and fieldwork		
3. Student Assessment: e.g. invigilation, marking, and, or compiling student assessment results		
4. Student Consultation: e.g. office hours, e-mail, etc.		
5. Supervision: e.g. field work or group work activities		
6. Other: as agreed to on this date		
Total Hours / Term		Notes:
<p>In accordance with Article 13.02, a full GSTA appointment is considered to be 130 hours in an Academic Term (average 10 hours per week x 13 weeks)</p> <p>In accordance with Article 15.07 an Employee shall not be required to work more than fifteen (15) hours in a week without their consent A Full-time Graduate Student will not normally be employed as a GSTA and, or, GSRA for more than 520 hours over a 12-month period</p>		

Distribution List:
 Graduate Student Teaching Assistant
 School of Graduate Studies
 PSAC Local 60550 UGSW

GSTA Employment Supervisor
 GSTA Employment Supervisor's GAU's Secretary

GSTA's Initials ____	GSTA Supervisor Initials ____	DOGS/Chair/Dean Initials ____
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APPENDIX B2
GRADUATE STUDENT RESEARCH ASSISTANT (GSRA) EMPLOYMENT CONTRACT,
INCLUDING DESCRIPTION OF DUTIES AND ALLOCATION OF HOURS

GSRA's Name	Signature	Date
GSRA Supervisor's Name	Signature	Date
Grant Holder's Name (if applicable)	Signature	Date
DOGS/Chair/Dean's Name	Signature	Date

Your appointment as a **Graduate Student Research Assistant (GSRA)** and the terms and conditions of your employment are covered under the Collective Agreement between the Union, Public Service Alliance of Canada (PSAC) Local 60550 Union of Graduate Student Workers (UGSW), and the Employer, UNB. You are encouraged to review this Collective Agreement on the UGSW website at ugsw.ca or the UNB Human Resources website at unb.ca/hr.

Once the GSRA Employment Contract (located in the Collective Agreement's Appendix B2) is completed and agreed to by signature above, you will then be an Employee, and will be represented in this employment relationship by the PSAC and assigned to Local 60550 UGSW. Union dues (**current rates can be found at ugsw.ca**) will be deducted from your biweekly pay, remitted to the Union, and will be shown as a deduction from taxable income on your Statement of Remunerations Paid (T-4).

You and your GSRA employment Supervisor are referred to **Article 15 – Hours of Work and Overtime** for full details to assist with completing this form. You will discuss the work to be done, giving details, including the nature, number and scheduling of specific assignments and the estimated hours of work each will involve. You are advised not to sign this GSRA Employment Contract until you fully understand it and agree with the details below. By signing this GSRA Employment Contract, both you and your GSRA employment Supervisor agree on the content herein.

Once this GSRA Employment Contract is completed and fully signed above, an original copy shall be provided to you and copies will be forwarded to the School of Graduate Studies, the GSRA employment Supervisor's GAU secretary, the Grant Holder (if applicable) and digitally to PSAC Local 60550 UGSW.

The GAU, usually the designated Graduate Secretary responsible for your GSRA paperwork, will give you, along with this completed GSRA Employment Contract: the initial Union Information Package and the names, e-mail and phone numbers of Union Representative(s) that have been provided to the GAU by the Union. The Union Representative will assist you in understanding and completing the Union Application form and will introduce you to your Union's role in the employment relationship with the Employer and the Collective Agreement. You can contact the Union directly at any time via e-mail to ugsw.unb@gmail.com or by leaving a confidential voice message on the Union's telephone (506) 451-6882.

- | | |
|---|---|
| <input type="checkbox"/> I have NOT received my Union Information & Application Package with this contract or under a prior GSTA or GSRA contract. | <input type="checkbox"/> I confirm I have received my Union Information & Application Package with this contract or under a prior GSTA or GSRA contract. |
|---|---|

GSRA's Initials _____

GSRA's Initials _____

Normally within twenty (20) days after the commencement of your GSRA duties, one subsequent meeting shall be held in accordance with Article 15.03 to review, and if necessary, revise this Contract by utilizing the Collaborative Amendment Record for GSRA Employment Contract attached at Appendix C2.

As outlined in Articles 15.04 and 15.05, either you or your GSRA employment Supervisor must initiate any subsequent changes to this Contract by utilizing the Collaborative Amendment Record for GSRA Employment Contract attached at Appendix C2.

Description of Duties and Allocation of Hours

Academic Term(s):	
Dept./Fac. Of Employment:	
Start and End Dates:	
Hourly Rate of Pay:	
Student Status: Full-time/Part-time (F/P)	
Student Number:	
Student E-mail:	
Student Phone Number(s):	
GSRA employment Supervisor's E-mail:	
GSRA employment Supervisor's Phone Number(s):	

GSRA Duties	Approximate Hours (per week)	Details: (Include the nature of the GSRA tasks to be performed and any expectations related to them. There is no expectation for an individual to perform work not related to the duties described in this contract. Further, if possible, note where the projected workload is likely to exceed 10 hours per week.)
Total Hours / Term		Notes:
In accordance with Article 15.07 an Employee shall not be required to work more than fifteen (15) hours in a week without their consent A Full-time Graduate Student will not normally be employed as a GSTA and, or, GSRA for more than 520 hours over a 12-month period		

Distribution List:
 Graduate Student Research Assistant
 School of Graduate Studies
 PSAC Local 60550 UGSW

GSRA Employment Supervisor
 GSRA Employment Supervisor's GAU's Secretary
 Grant Holder (if applicable)

GSRA's Initials _____	GSRA Supervisor Initials _____	Grant Holder Initials _____	DOGS/Chair/Dean Initials _____
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APPENDIX C2

Collaborative Amendment Record for the Graduate Student Research Assistant (GSRA) Employment Contract											
PART 1 - TO BE COMPLETED BY THE GSRA											
GSRA Name:						Student Number:					
Academic Term(s):						Contract Start and End Dates:					
PART 2 - TO BE COMPLETED BY THE GSRA AND THE GSRA EMPLOYMENT SUPERVISOR											
Number of hours called for in the GSRA Employment Contract:											
Total hours to perform work in the Amended GSRA Employment Contract:											
Duties to be amended as described in the GSRA Employment Contract:											
Amended Contract Start and End Dates:											
Comments:											
GSRA Duties Table				Approximate Hours / Term				Details of Duties* :			
Total Hours / Term								Notes:			
<u>Disclaimer and Collective Agreement References</u>											
In accordance with Article 15.07 an Employee shall not be required to work more than fifteen (15) hours in a week without their consent.											
A Full-time Graduate Student will not normally be employed as a GSTA and, or, GSRA for more than 520 hours over a 12-month period.											
* Include the nature of the GSRA tasks to be performed and any expectations related to them. There is no expectation for an individual to perform work not related to the duties described in this contract. Further, if possible, note where the projected workload is likely to exceed 10 hours per week. To perform work beyond the scope of this contract a further completed C1 form shall be required.											
<u>PART 3 - TO BE COMPLETED BY THE GSRA EMPLOYMENT SUPERVISOR:</u>											
GSRA Employment Supervisor's Name:											
GSRA Employment Supervisor's GAU:											
Grant Holder's Name (if applicable):											
<u>PART 4 - SIGNATURES - TO BE COMPLETED BY ALL PARTIES:</u>											
GSRA Employment Supervisor's Signature:						Date:					
Grant Holder's Signature:						Date:					
Dean's / Chair's Signature:						Date:					
GSRA's Signature:						Date:					
Distribution List:						Graduate Student Research Assistant, School of Graduate Studies, Grant Holder (if applicable), PSAC Local 60550 UGSW, Employment Supervisor, Employment Supervisor's GAU Secretary					

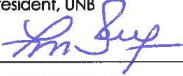
SIGNATURES

SIGNED in Fredericton, New Brunswick, this 29th day of March, 2017

For the University



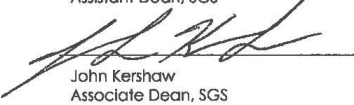
Dr. H.E.A. (Eddy) Campbell
President, UNB



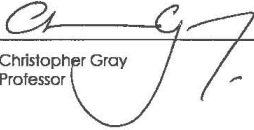
Peter McDougall
AVP, HROD



Dr. Heather Sears
Assistant Dean, SGS



John Kershaw
Associate Dean, SGS

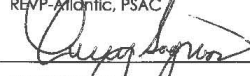


Christopher Gray
Professor

For the Union



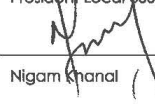
Jeannie Baldwin
REVP-Monitic, PSAC



Larry Gagnon,
PSAC Negotiator




Joe Blades
President Local 40550, UGSW



Nigam Khanal

Andy Kubiak

Sina Adhamkhabani



Amir Abouhamzeh



Greg Ericson

Lesleigh Kraft

Meghann Bruce

This letter is provided for information but does not form part of the Collective Agreement.

INSTRUCTIONS TO FACULTY MEMBERS AND ACADEMIC ADMINISTRATORS

Introduction

The Public Service Alliance of Canada **on behalf of** its Local 60550, the Union of Graduate Student Workers, is the sole and exclusive bargaining agent for Employees of the University of New Brunswick who are Graduate Students working as **Graduate Student** Teaching Assistants (**GSTA**) and, or **Graduate Student** Research Assistants (**GSRA**). It is **mandatory** that **this** Collective Agreement between the University and Union be respected.

Purpose

The following instructions have been prepared to guide you in understanding:

1. whether the **remuneration** that you are providing to a Graduate Student is considered "Scholarship" or "Employment" income;
2. if the Graduate Student is a member of the Bargaining Unit; and
3. whether the matter constitutes an "academic" issue **or** an "employment" issue.

Background

Graduate students at the University often receive **remuneration** from a variety of sources. These may include:

1. the University operating budget;
2. a faculty member's grants/contracts;
3. scholarships or bursaries, including NSERC/SSHRC/CIHR, Vanier Scholarships, Trudeau Scholarships, etc.

Scholarship vs. Employment Income

The Canada Revenue Agency (**CRA**) requires that **remuneration** to students be designated as either Scholarship or Employment income. Scholarship income is generally not considered to be taxable income and therefore statutory withholdings for such things as Federal Tax, Provincial Tax, EI and CPP are not required.

The determining factors in assessing whether **remuneration** to a Graduate Student is a “scholarship **award**” or “**employment income**” are found in **Canada Revenue Agency’s Income Tax Folio S1-F2-C3: Scholarships, Research Grants and Other Education Assistance**. (<http://www.cra-arc.gc.ca/tx/tchncl/ncmtx/fls/s1/f2/s1-f2-c3-eng.html>).

While it might be tempting for a faculty member and a Graduate Student to characterize **remuneration** as a “scholarship **award**” rather than as “**employment income**” there can be serious tax consequences **and, or, serious Union-Management consequences** to misrepresenting the nature of income, the student is denied the benefits of Bargaining Unit membership and the **University** has no basis upon which to expect **work to be performed by the Graduate Student**.

It is intended that scholarship **remuneration** provided to a Bargaining Unit member should not be reduced by a supervisor as a way to offset wage increases negotiated and agreed to by UNB and PSAC.

Faculty members are encouraged to contact the Human Resources & Organizational Development department if they have any questions.

Membership in the Bargaining Unit

All Graduate Students who are working as **Graduate Student Teaching Assistants (GSTA) and, or Graduate Student Research Assistants (GSRA)** are members of the Bargaining Unit since **receiving GSTA and, or GSRA income** is by **CRA** definition, “employment”.

Employment Activities

It is crucial to understand that the GSTA and GSRA Employment Contract Forms located at Appendices B1 and, or, B2 respectively, MUST be used to establish the Employment Contract; and any changes to the Employment Contract MUST be made utilizing Appendices C1 and, or C2.

In accordance with Article 13 (Clause 13.02) a full GSTA appointment is considered to be 130 hours in an Academic Term (average 10 hours per week time (x) 13 weeks).

In accordance with Article 15 (Clause 15.07) an Employee shall not be required to work more than fifteen (15) hours in a week without the Employee’s consent.

A full time Graduate Student will not normally be employed as a GSTA and, or, GSRA for more than 520 hours over a 12 month period.

A **GSTA and, or a GSRA’s** employment duties may, but need not, be directly

related to their academic studies.

Questions

Please direct any questions to your **Director of Graduate Studies**, the Dean of Graduate Studies or the HR & OD department.