

COLLECTIVE AGREEMENT

BETWEEN



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

— and —



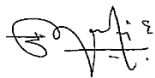
THE UNIVERSITY OF LETHBRIDGE GRADUATE STUDENTS' ASSOCIATION ("ULGSA")

Effective upon ratification: January 16, 2025

THE UNIVERSITY OF LETHBRIDGE
ACADEMICALLY EMPLOYED GRADUATES STUDENTS' COLLECTIVE AGREEMENT

Ratified January 16, 2025

Dr. Digvir Jayas, Ph.D President
and Vice Chancellor
University of Lethbridge



Date 25 February 2025

Shirin Alimirzaei, Phd Candidate
Vice-President Labour Graduate
Students' Association University
of Lethbridge



Date 7 March 2025

CONTACT INFORMATION

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

Human Resources
Email: human.resources@uleth.ca

and/or

Labour Relations Committee Graduate Students' Association
Email: labour@ulga.ca

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PREAMBLE

As required by Section 58.4 of the *Labour Relations Code* of the Province of Alberta, this Agreement was reached between the University of Lethbridge ("University") Board of Governors ("the Board") and the University of Lethbridge Graduate Students' Association ("ULGSA") on behalf of Academically Employed graduate students.

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

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

ARTICLE 1: COLLECTIVE AGREEMENT

- 1.01 This Agreement is effective from the date of ratification to April 30, 2028, and thereafter from year to year unless a written notice is given by either party not less than sixty (60) calendar days, or no more than one hundred and twenty (120) calendar days prior to the expiration of the term of this Agreement, of their desire to terminate this Agreement or negotiate a revision thereof, in which case this Agreement shall remain in effect without prejudice to any retroactive clause of a new Agreement until negotiations for revision or amendments hereto have been concluded and a new Agreement superseding this Agreement has been duly executed.
- 1.02 The Union agrees that there will be no strike or full or partial withdrawal of services during the term of this Agreement. The University agrees that there will be no lockout during the term of this Agreement. Strike and lockout bear the meanings used in the Alberta *Labour Relations Code*, as amended from time to time.
- 1.03 These terms and conditions cover the normal cases related to Graduate Assistantships and provide a standard that can be expected by all Employees. However, there may be occasions where a deviation from this Agreement may be appropriate. On such occasions, the Board and the Union may negotiate a letter of understanding to deviate from the terms and conditions of this Agreement to address the unique circumstances of those occasions. Any authorized deviations from the Agreement pertaining to an individual Employee will be included in the Employee's file.
- 1.04 The Parties shall apply this Agreement in a manner that is fair, reasonable, and equitable.

- 1.05 The Employer shall offer information and advice on the provisions of this Agreement to those responsible for administering the agreement. The Employer shall consult with the Union through the Joint Union-Management Committee as to what topics may be appropriate to emphasize.
- 1.06 The Union shall offer information and advice on the provisions of this Agreement to their members. The Union shall consult with the Employer through the Joint Union-Management Committee as to what topics may be appropriate to emphasize.
- 1.07 Where an Employee is required to cross the picket line of another bargaining unit in the course of their Employment, the Employer will provide appropriate health and safety measures to safeguard such Employees.

ARTICLE 2: DEFINITIONS

2.01 In this Agreement:

- (a) "Academically Employed" means employment by the University to perform professional work in support of the University's teaching, research, and/or business mandate, strategic initiatives or projects of any University academic or administrative unit. Unless the graduate student is performing work in the capacity of an independent contractor, or in the capacity of an Administrative Professional Officer ("APO"), Alberta Union of Provincial Employees ("AUPE"), Co-operative Education, Exempt, or University of Lethbridge Faculty Association ("ULFA") employee, any academic employment of a graduate student shall be subject to the tenets of this Agreement. Graduate students may be employed by the University outside of this Agreement in cases where the employment does not meet the definition of "Academically Employed."
- (b) "Academic Term" means the terms in the academic year as defined in the University of Lethbridge Calendar.
- (c) "Agreement" means this collective agreement, witnessed, signed, and dated.
- (d) "Board" means the University of Lethbridge Board of Governors.
- (e) "Calendar" means the current version of the University Graduate Studies Calendar and Course Catalogue.
- (f) "Employee" means a graduate student who is Academically Employed under this Agreement.
- (g) "Employer" means the University of Lethbridge Board of Governors.

- (h) "Essential Services" shall have the meaning as set out in the Code:
- (i) "GA Coordinator" means the individual within a Unit who administers or assigns Graduate Assistantship appointments.
- (j) "Graduate Assistantship" (GA) means a position held by an Employee. There are three (3) categories:
 - i. "Graduate Assistant (Teaching)" means an Employee who is employed for the performance of duties related to the assistance with the instructional responsibilities of academic Departments, Schools, or Facilities.
 - ii. "Graduate Assistant (Non-Teaching)" means an Employee who is employed for the performance of professional duties in support of the strategic initiatives and/or projects of an academic or administrative Unit.
 - iii. "Graduate Assistant (Research)" means an Employee who is employed for the performance of directed research and related duties, in support of a faculty member's research program, and not directly related to the Employee's own academic program.
- (k) "Graduate Student" means any student who is registered in a graduate program at the University. Students who are registered in graduate courses under an Open Studies Visiting or Exchange designation, but who are not registered in a graduate program, are not classified as graduate students under this Agreement.
- (l) "Manager" means the individual who supervises and coordinates the duties performed by the Employee during their appointment and who is responsible for the assignment, monitoring, and evaluation of those duties.
- (m) "Offer of Appointment" means a contractual Offer of Appointment for a Graduate Assistantship made in accordance with the terms and conditions of this Agreement. Any Graduate Assistantship opportunities identified in an offer of admission to the student's program of study do not in themselves guarantee an Offer of Appointment to a Graduate Assistantship.
- (n) "Senior Administrator" means the University senior administrator overseeing the Faculty, School, or administrative unit in which the duties of the Employee will be performed.
- (o) "ULGSA" means the University of Lethbridge Graduate Student Association.
- (p) "Union" means the University of Lethbridge Graduate Student Association, acting as the bargaining agent for Academically Employed graduate students at the University of Lethbridge.

- (q) "Unit" means the Faculty, School, or administrative unit where the Employee is employed or offered employment.
- (r) "University" means the University of Lethbridge.
- (s) "Working Days" means Monday to Friday, 8:30 am – 4:30 pm, and excludes weekends, statutory holidays, and other days when the University is officially closed.

ARTICLE 3: RECOGNITION AND COLLECTIVE BARGAINING

3.01 As legislated by the Code, the Union has the exclusive authority, on behalf of Academically Employed graduate students, to negotiate and enter into an agreement with the Board with respect to the terms and conditions of employment.

3.02 Negotiating Procedures

- (a) The negotiation process shall be governed by the Code, as amended from time to time.
- (b) Each party to the negotiations shall name no more than five (5) members to its negotiating committee; however, either party may bring resource people to the table as needed with the agreement of the other party. Such agreement shall not be unreasonably denied.
- (c) Other than simple language changes, each proposal will be presented initially with a statement of interests.

3.03 Ratification

- (a) A Memorandum of Settlement concluded by the negotiating teams will be submitted to the Board of Governors and the members of the bargaining unit for ratification.
- (b) The parties will sign the agreement within thirty (30) business days of receiving the last ratification. The parties may extend this timeline by mutual agreement.
- (c) If either party fails to ratify the agreement, negotiations will recommence. New bargaining teams may be formed at the discretion of either party.

ARTICLE 4: UNION MEMBERSHIP AND DUES

4.01 All Employees covered by this Agreement are members of the Union as a result of section 58.4(1)(c) of the Code.

4.02 The Board agrees to deduct union dues from the wages of Employees on a monthly basis for Employees in Fixed Appointments or on a semi-monthly basis for

Employees in Casual Appointments.

4.03 The Board shall remit the Union dues that have been deducted from the pay of the Employees to the Union by the first working day after the fifteenth (15th) calendar day in the following month and shall be accompanied by a monthly remittance report including the following information for each Employee:

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

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

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

ARTICLE 5: MANAGEMENT RIGHTS

5.01 All matters not specifically covered by the provisions of this Agreement will be dealt with at the discretion of the Board.

5.02 Where a University policy or procedure is in conflict with a term of this Agreement, this Agreement shall take precedence.

5.03 Any reference to a Senior Administrator taking action in this Collective Agreement shall allow for that Senior Administrator to delegate that action to another. The actions of the delegate are binding on the Senior Administrator, the Board, as if the action was taken by the Senior Administrator themselves.

5.04 The existence or implementation of any practice, policy, and/or benefit shall not be construed as a representation that any such practice, policy, and/or benefit will continue in the future and the Board has the privilege and right to reorganize its operations and practices as a management right unless expressly limited by the terms of the Collective Agreement.

5.05 Failure of the Board to exercise any of its management or other rights is not considered to be an abandonment or waiver of those rights nor shall it prevent the Board from exercising those rights.

ARTICLE 6: UNION REPRESENTATION AND ACTIVITIES

- 6.01 Union representatives have the right to access University of Lethbridge premises to conduct Union business.
- 6.02 Employees have the right to participate in Union activities when those activities do not conflict with the Employees' assigned duties.
- 6.03 No Employee shall conduct any Union business during scheduled hours of work, unless approved by the Manager.
- 6.04 When in the course of negotiating or administering this Collective Agreement, an Employee acting in an official capacity for the Union is meeting with representatives of the University, the parties will make best efforts to arrange for mutually convenient meeting times that do not conflict with the Employee's duties.
- 6.05 The Employer shall provide to the Union the following services and facilities, subject to all applicable University policies and applicable user rates, to be paid by the Union:
- the use of an office space;
 - access to telephone services, printing services and internet;
 - access to internal mail delivery;
 - access to University of Lethbridge meeting rooms; and
 - one parking permit.
- 6.06 The Employer will not monitor the emails between the Union and Employees. The Employer maintains the right to effectively provide appropriate digital safeguards.
- 6.07 At least once per academic year, a Union representative shall be entitled to up to thirty (30) minutes to provide an overview of the role of the Union at a University orientation involving Employees, should such a University orientation take place.

ARTICLE 7: INFORMATION SHARING

- 7.01 The Employer agrees to provide the Union with a list of active Employees on October 1, February 1, June 1 and August 1. For each Employee, this list shall include the following:
- employee identification number
 - name
 - University e-mail address
 - start date of appointment
 - end date of appointment
 - casual or fixed appointment

- category of appointment
- unit
- Manager
- hours per term (as applicable)
- hours per month (as applicable)
- rate of remuneration

This information shall be provided in an electronic spreadsheet.

In exceptional circumstances, the Employer will consider the request from the Union for additional information to be provided to the Union related to the administration of this Agreement.

- 7.02 The Employer shall provide the Union with a complete list of names and contact details of the Senior Administrators by August 1st of each year. If a Senior Administrator changes during the intervening period, the Employer shall provide the Union with written notice and the updated contact details within ten (10) days of the change.
- 7.03 The Union shall provide the Employer with a complete list of names and contact details of the representatives of the Union by May 1st of each year. If a Union Representative changes during the intervening period, the Union shall provide the Employer with written notice and the updated contact details within ten (10) days of the change.
- 7.04 When a Collective Agreement has been signed, the Employer shall post a searchable PDF of the Collective Agreement on its website.
- 7.05
- (a) The Union agrees to respect the confidentiality of personal information and the privacy of Employees, and undertakes that information received by the Union for the administration of this Agreement shall not be published or otherwise used in ways that could result in the identification of individual Employees' information beyond purposes necessary for the administration of this Agreement.
- (b) Personal information provided by the Employer shall be maintained and used by the Union only for the purposes of operating the Union in accordance with the provisions of the *Post-Secondary Learning Act*, the *Alberta Labour Relations Code*, the *Freedom of Information and Protection of Privacy Act*, this Agreement, and any other applicable Provincial or Federal legislation.

- (c) The Union will securely maintain and dispose of personal information provided by the Employer.

ARTICLE 8: SERVICE ON THE EXECUTIVE OR OTHER COMMITTEES

- 8.01 The University will make available annually on May 1, for the period of May 1 to April 30, an amount equivalent to three (3) Full Fixed Graduate Appointments (336 hours) for the purpose of compensating Graduate Students acting as Union Representatives for the preparation for and attendance at orientations involving Employees, grievance meetings, Joint Union Management Committee meetings, Health and Safety Advisory Committee meetings, and Equity, Diversity and Inclusion (EDI) Committee meetings under this collective agreement.
- 8.02 In the year when bargaining commences on the collective agreement, the University shall make available an amount equivalent to an additional two (2) Full Fixed Graduate Appointments (224 hours) to Graduate Students acting as Union Representatives. Should a bargaining year extend beyond April 30 of the year in which bargaining has commenced, the funding will be extended on a pro-rated basis that the parties remain in bargaining.
- 8.03 An invoice shall be submitted by the Union to Financial Services indicating the Graduate Students' hours contributed per applicable activity, as outlined in 8.01 and 8.02. Payment shall be made to the Union upon receipt of the invoice. This invoice must be submitted at a minimum of once per year, between May 1 and April 30. The rate of reimbursement to be applied for the purpose of this Article shall be the then current hourly rate equivalent of a Full Fixed Appointment. No unused funds shall be paid out or carried over from one year to the next.
- 8.04 The VP Labour shall be entitled to request a deferral of Graduate Appointments, as per Article 18. Such requests shall not be unreasonably denied.

ARTICLE 9: HEALTH AND SAFETY

- 9.01 Employees have the right to a healthy and safe workspace, which includes the rights to know about health and safety, to participate in health and safety and to refuse unsafe work.
- 9.02 The Employer is committed to ensuring that the workspaces in which Employees perform their duties conform to the standards set out in relevant health and safety legislation, including the *Occupational Health and Safety Act, Regulation, and Code*, as amended or replaced from time to time.

- 9.03 Employees will be provided with facilities, supplies, personal protective equipment, and services, and with training and certifications including, but not limited to: Workplace Hazardous Materials Information System and transportation of Dangerous Goods, necessary to work safely at no cost to the Employee.
- 9.04 Employees have the responsibility to work safely and to ensure the health and safety of themselves and others and will follow safe working procedures including any relevant Faculty, School, or administrative unit and departmental procedures.
- 9.05 When an Employee becomes aware of any safety concern(s), the Employee will immediately report the concern(s) to their Manager. The Employee has the right to report and contact the Union with any concerns.
- 9.06 An Employee has the right to refuse work if they believe on reasonable grounds that there is a dangerous condition in the workspace, or that the work is a danger to themselves or others. When an Employee exercises this right, the Employee will immediately or as soon as it is safe to do so communicate their refusal to Campus Risk and Safety and to their Manager. Campus Risk and Safety shall investigate the matter. Managers and Employees are required to work together to remedy a dangerous condition. An Employee exercising this right in good faith shall not be a violation of this Agreement or cause for withholding pay.
- 9.07 At any time, an Employee may request campus Safety Services to inspect the workplace and the necessary inspections shall be conducted.
- 9.08 The Union shall have the right to elect or appoint representatives to the University Joint Health and Safety Committee.
- 9.09 The Employer shall notify the Union immediately upon being made aware of a fatal occupational injury or accident, a refusal to perform unsafe work or the filing of an accident report. The Employer shall provide the Union, electronically, with the name of the Employee affected, the nature of the incident and any remedial measures implemented.

ARTICLE 10: SEXUAL AND GENDER BASED VIOLENCE, HARASSMENT AND DISCRIMINATION

- 10.01 Employees have the right to a workplace free from sexual and gender based violence, harassment and/or discrimination.
- 10.02 Employees will not engage in sexual or gender based violence, harassment and/or discrimination.
- 10.03 The rights and responsibilities of Employees are in accordance with the University policies on Sexual and Gender Based Violence, Harassment and Discrimination, as

amended from time to time. The policies are available at the following sites:

<https://www.ulethbridge.ca/policy/resources/harassment-and-discrimination-policy>

<https://www.uleth.ca/sexual-violence/sexual-violence-policy-1>

It is understood that the web address may be revised in the future.

- 10.04 Employees have the right to determine their own gender identity and to determine their own pronouns, subject to statutory requirements related to their employment.
- 10.05 Employees have the right to be accompanied by a support person or a Union representative when addressing matters of sexual violence, discrimination and/or harassment with the Employer. In the case of a support person, their role is to provide emotional support, but not act for the complainant or respondent, nor be a witness. A support person has to agree to be bound by a confidentiality agreement prior to their participation. Union representatives agree to treat these matters as confidential, limiting the sharing of information to only those who are required to know the information for the fulfilment of their role.
- 10.06 There is no time limit for an Employee to file a grievance under article 21 of the Collective Agreement related to sexual or gender based Violence, Harassment or Discrimination violations under the applicable policies noted in this Article.
- 10.07 An Employee shall not retaliate against an individual, nor shall they be subject to retaliation, for raising a concern, filing a complaint and/or participating in an investigation.
- 10.08 An Employee shall not, with malicious intent, bring forward a concern and/or complaint that is frivolous and/or vexatious.
- 10.10 Employees may contact Human Resources for more information about their rights and responsibilities in regard to sexual or gender based violence, harassment and/or discrimination.

ARTICLE 11: ELIGIBILITY

- 11.01 All Graduate Students are eligible to hold a Graduate Assistantship.
- 11.02 Eligibility to hold a Graduate Assistantship is not a guarantee of an Offer of Appointment.
- 11.03 Employees shall not be restricted from applying for graduate scholarships, fellowships, research stipends, research grants, or any other awards. It is the responsibility of the Employees to check eligibility requirements of graduate scholarships, fellowships, research stipends, research grants, or any other awards to

ensure there are no restrictions on holding a Graduate Assistantship.

ARTICLE 12: APPOINTMENTS AND ASSIGNMENT OF DUTIES

- 12.01 Graduate Students may express their preferences and availabilities for GAs to Units and may provide a copy of their past transcripts and/or CV to help in the allocation of GA appointments. The Employer will make reasonable efforts to match student's skills, abilities, and experience with available positions.
- 12.02 In the allocation of GA appointments, preference shall be given to Graduate Students to whom the University has made a written commitment of funding at the time of admission to the graduate program.
- 12.03 Where possible, Units will assign Graduate Students to GAs balancing the students' preferences, qualifications and the Units' needs.
- 12.04 Job Postings
- (a) Job postings are not required when:
 - i. allocating a GA to a Graduate Student with a commitment of funding; or
 - ii. offering GA Casual appointments.
 - (b) In cases where a Fixed GA (Teaching) or GA (Non-Teaching) offerings cannot be filled within a Unit by a Graduate Student with a commitment of funding, the Unit is encouraged to post the offering on the Careers website of Human Resources.
 - (c) GA (Research) offerings may be posted on the Careers website of Human Resources.
 - (d) Fixed GA (Non-Teaching) offerings in non-academic administrative Units will be posted on Careers website of Human Resources, except in extenuating circumstances.
- 12.05 Appointments and Assignment of Duties for GA (Teaching)
- (a) Types of Appointments for GA (Teaching)
 - i. Fixed Appointments
 - A. All GA (Teaching) appointments shall be for one hundred and twelve (112) hours per Academic Term for a Full Fixed Appointment as per Schedule A or fifty-six (56) hours per Academic Term for Half Fixed Appointment as per Schedule A. For clarity, no such individual appointment shall extend over two Academic Terms.

- B. The Parties may agree to prorate Fixed Appointments as needed.
- ii. Casual Appointments:
 - A. Casual appointments are appointments where work is scheduled on an hourly basis and such appointments shall only be for less than 56 hours of work.
 - B. Casual appointments at an hourly rate of less than the existing hourly rate of a Fixed Appointment shall not be applied to any commitment of employment provided to the Employee from the Employee.
- (b) For each GA (Teaching) appointment, the Senior Administrator will complete an Offer of Appointment using the template in Appendix A1.
 - i. For a Fixed Appointment, the Senior Administrator will forward an Offer of Appointment to the prospective Employee as early as is feasible but at least ten (10) working days prior to the first day of the term unless there are extenuating circumstances, or where the timeline is not practicable.
 - ii. For a Casual Appointment, the Senior Administrator will forward an Offer of Appointment to the prospective Employee as early as feasible but no later than five (5) working days before the first day of the appointment unless there are extenuating circumstances.
- (c) The prospective Employee must formally indicate their acceptance of the Offer of Appointment, normally by signature or electronic signature within 7 working days of receiving this Offer of Appointment. If a response has not been received, the Employer will send a 24 hour notice for the prospective Employee to formally indicate their acceptance.
- (d) The Senior Administrator will send a copy of the accepted Offer of Appointment to the Employee and send a copy to Human Resources to be placed in the Employment File.
- (e) No later than one (1) week after the beginning of the appointment, the appropriate University designate(s) shall consult with the Employee and complete the Assignment of Duties Form (Appendix A2). Once finalized, the Employee shall indicate their acceptance. A copy of the finalized Assignment of Duties Form shall be provided to the Employee and

appropriate University designate(s) and a copy shall be sent to Human Resources to be placed in the Employment File.

- (f) At any time thereafter, the appropriate University designate(s) in consultation with the Employee, may agree to amend the Assignment of Duties Form to ensure that Employee's duties and hours of work continue to be appropriate. Any issue or concern raised by the Employee that cannot be resolved by mutual agreement can be addressed with the Senior Administrator. Employees shall have the right to Union representation at any meeting called to deal with such issues or concerns with the Senior Administrator. Should the Assignment of Duties Form be revised by the University designate(s), the revised form shall be provided to the Employee and a copy shall be sent to Human Resources to be placed in the Employment File.
- (g) An Employee shall be provided with facilities and support services, including resources and training as per Article 13: Training, consistent with the Employee's duties as set out in the Assignment of Duties Form.
- (h) GA (Teaching) duties
 - i. GA (Teaching) duties may include:
 - A. preparation for the course, which may include classes, laboratories, tutorials, or studios;
 - B. teaching elements of the course, which may include classes, laboratories, tutorials or studios;
 - C. preparation of course materials;
 - D. designing and maintaining course websites;
 - E. required attendance for the course;
 - F. teaching, facilitating, leading discussions and supervising course activities and requirements;
 - G. holding office hours;
 - H. writing and marking quizzes, tests, examinations, and other course requirements;
 - I. marking essays and term papers;
 - J. conducting field trips;
 - K. conferring with the Manager, as required by the Employee's teaching duties; and
 - L. routine and/or non-skilled duties, but only insofar as such duties are directly required for successful performance of the core teaching assistantship purpose of the GA.

- ii. No GA (Teaching) shall include duties that constitute Essential Services.
- iii. No GA (Teaching) shall include the completion of requirements for the Graduate Students' academic program of study.
- iv. Graduate Assistants (Teaching) shall not be assigned to investigate any violations of academic integrity.

12.06 Appointments and Assignment of Duties for GAs (Non-Teaching)

- (a) Types of Appointment for GA (Non-Teaching)
 - i. Fixed Appointments:
 - A. Fixed appointments are appointments where the number of hours is fixed each month.
 - B. Such appointments shall be for a minimum of 56 hours.
 - ii. Casual Appointments
 - A. Casual appointments are appointments where work is scheduled on an hourly basis and such appointments shall only be for less than 56 hours of work.
 - B. Casual appointments at an hourly rate of less than the existing hourly rate of a Fixed Appointment shall not be applied to any commitment of employment provided to the Employee from the Employer.
- (b) Appointments may be for a period of up to twelve(12) months. The Employer and the Union may agree to vary the appointment period. Requests to vary the appointment period shall not be unreasonably denied. Appointments may be extended or renewed but carry no implication of extension or renewal.
- (c) For each GA (Non-Teaching) appointment, the office of the Senior Administrator will complete an Offer of Appointment using the template in Appendix B1.
 - i. For a Fixed Appointment, the Senior Administrator will forward a written Offer of Appointment to the prospective Employee as early as is feasible but at least ten (10) working days prior to the first day of the appointment unless there are extenuating circumstances, or where the timeline is not practicable.
 - ii. For a Casual Appointment, the Senior Administrator will forward an Offer of Appointment to the prospective Employee as early as feasible but no

later than five (5) working days before the first day of the appointment unless there are extenuating circumstances. The commencement date shall be subject to negotiation.

- (d) The prospective Employee must formally indicate their acceptance of the Offer of Appointment normally by signature or electronic signature within 7 working days of receiving this Offer of Appointment. If a response has not been received, the Employer will send a 24 hour notice for the prospective Employee to formally indicate their acceptance.
- (e) The Senior Administrator will give a copy of the accepted Offer of Appointment to the Employee and send a copy to Human Resources to be placed in the Employment File.
- (f) No later than one (1) week after the beginning of the appointment, the appropriate University designate(s) shall consult with the Employee and complete the Assignment of Duties Form (Appendix B2). Once finalized, the Employee shall indicate their acceptance. A copy of the finalized Assignment of Duties Form shall be provided to the Employee and appropriate University designate(s) and a copy shall be sent to Human Resources to be placed in the Employment File.
- (g) At any time thereafter, the appropriate University designate(s) in consultation with the Employee, may agree to amend the Assignment of Duties Form (Appendix B2) to ensure that Employee's duties and hours of work continue to be appropriate. Any issue or concern raised by the Employee that cannot be resolved by mutual agreement can be addressed with the Senior Administrator. Employees shall have the right to Union representation at any meeting called to deal with such issues or concerns with the Senior Administrator. Should the Assignment of Duties Form be revised by the University designate(s), the revised form shall be provided to the Employee and a copy shall be sent to Human Resources to be placed in the Employment File.
- (h) An Employee shall be provided with facilities and support services, including resources and training, consistent with the Employee's duties as set out in the Assignment of Duties Form.
- (i) GA (Non-Teaching) duties
 - i. GA (Non-Teaching) duties may include routine and/or non-skilled duties, but only insofar as such duties are directly required for successful performance of the core professional work of the GA in support of the

business mandate, projects, and/or strategic initiatives of an academic or administrative unit.

- ii. No Assignment of Duties for a GA (Non-Teaching) shall include duties that constitute Essential Services.
- iii. No Assignment of Duties for a GA (Non-Teaching) shall include the completion of requirements for the Graduate Student's academic program of study.
- iv. Graduate Assistants (Non-Teaching) shall not be assigned to investigate any violations of academic integrity.

12.07 Appointments and Assignment of Duties for GA (Research)

(b) Types of Appointment for GA (Research)

- i. Fixed Appointments:
 - A. Fixed appointments are appointments where the number of hours is fixed each month.
- ii. Casual Appointments
 - A. Casual appointments are appointments where work is scheduled on an hourly basis.
 - B. Casual appointments at an hourly rate of less than the existing hourly rate of a Fixed Appointment shall not be applied to any commitment of employment provided to the Employee from the Employer.

- (c) The appointment may be for a period of up to twelve (12) months. Appointments may be extended or renewed but carry no implication of extension or renewal.
- (d) For each GA (Research) appointment, the Manager will complete an Offer of Appointment using the template in Appendix C1.
 - i. For a Fixed Appointment, the Manager will forward a written Offer of Appointment to the prospective Employee as early as is feasible but at least ten (10) working days prior to the first day of the appointment unless there are extenuating circumstances, or where the timeline is not practicable.
 - ii. For a Casual Appointment, the Manager will forward an Offer of Appointment to the prospective Employee as early as feasible but no

later than five (5) working days before the first day of the appointment unless there are extenuating circumstances. The commencement date shall be subject to negotiation.

- (e) The prospective Employee must formally indicate their acceptance of the Offer of Appointment normally by signature or electronic signature within 7 working days of receiving this Offer of Appointment. If a response has not been received, the Employer will send a 24 hour notice for the prospective Employee to formally indicate their acceptance.
- (f) The Manager will give a copy of the accepted Offer of Appointment to the Employee and send a copy to Human Resources to be placed in the Employment File.
- (g) No later than one (1) week after the beginning of the appointment, the Manager shall consult with the Employee and complete the Assignment of Duties Form (Appendix C2). Once finalized, the Employee shall indicate their acceptance. A copy of the finalized Assignment of Duties Form shall be provided to the Employee and appropriate University designate(s) and a copy shall be sent to Human Resources to be placed in the Employment File.
- (h) At any time thereafter, the Manager in consultation with the Employee, may agree to amend the Assignment of Duties Form to ensure that Employee's duties and hours of work continue to be appropriate. Any issue or concern raised by the Employee that cannot be resolved by mutual agreement can be addressed with the Senior Administrator. Employees shall have the right to Union representation at any meeting called to deal with such issues or concerns with the Senior Administrator. Should the Assignment of Duties Form be revised by the Manager, the revised form shall be provided to the Employee and a copy shall be sent to Human Resources to be placed in the Employment File.
- (i) An Employee shall be provided with facilities and support services, including resources and training, consistent with the Employee's duties as set out in the Assignment of Duties Form.
- (j) GA (Research) duties
 - i. GA (Research) duties may include:
 - A. general research/project support;
 - B. collecting, coding, and/or analyzing data;
 - C. literature search and/or reviews;

- D. writing reports and/or creating annotated bibliographies;
- E. dissemination of research;
- F. preparing materials for submission to research entities;
- G. routine and/or non-skilled duties, but only insofar as such duties are directly required for successful performance of the core research assistantship.
- H. consulting with students (including electronic consultants or email)

- ii. No Assignment of Duties for GA (Research) shall include duties that constitute Essential Services.
- iii. No Assignment of Duties for GA (Research) shall include the completion of requirements for the Graduate Student's academic program of study.

12.08 All templates referenced within this Article may be modified upon agreement between the Parties.

Combined Appointments

12.09 An Offer of Appointment may include more than one (1) Fixed Appointment and/or more than one (1) appointment category, subject to the tenets of this Agreement. When an Employee accepts a Combined Appointment, their Manager(s) shall complete an Assignment of Duties Form for each component of the Combined Appointment.

12.10 The Employer and the Union may agree to the proration of Fixed Appointments as needed. Such approval from the Union shall not be unreasonably withheld.

12.11 An Offer of Appointment may include more than one (1) Fixed Appointment and/or more than one (1) appointment category, subject to the tenets of this Agreement. When an Employee accepts a Combined Appointment, their Manager(s) shall complete an Assignment of Duties Form for each component of the Combined Appointment

- (a) Multiple GA (Teaching) appointments may be included in one offer of Appointment;
- (b) No individual GA (Teaching) appointment may cross over semesters;
- (c) One offer of appointment may include GA (Teaching) appointments for different semesters not to exceed twelve (12) months for a total duration of all appointments on one offer of appointment.

ARTICLE 13: TRAINING

- 13.01 When mandatory training is communicated to the Employee, and prescribed by the University, the Employee shall notify their Manager of the outstanding requirement and it shall be reflected on the Assignment of Duties Form.
- 13.02 Unit and course specific training, including safety training (Article 9) and training on laboratory, studio, and any other applicable supervision shall be reflected on the Assignment of Duties Form.
- 13.03 Where the University requires that an Employee attend training, the Employee will be provided with timely, advance notice of the scheduling, location and time requirement for the training. Attendance at required training sessions for the appointment shall be deemed time worked.

ARTICLE 14: HOURS OF WORK

- 14.01 The Manager will work with the Employee in assigning hours of work to take into account demands of the Employee's academic program.
- 14.02 The parties recognize that the nature of academic work may mean reasonable fluctuations in the number of hours worked in any given week, but in any case the hours of work will not exceed the number of hours agreed to in the Offer of Appointment. The Employee may be expected to dedicate a higher proportion of their work time during mid-term examinations and during the final examination period of the Academic Term.
- 14.03 Maximum number of hours of work assigned to an Employee

Timeframe	Maximum number of hours of work
Hours of work per day	8 hours
Hours of work per week	20 hours
Hours of work per Academic Term	224 hours

- (a) GA (Teaching) appointments will be Fixed Full Appointments of one hundred and twelve (112) hours per Academic Term or Fixed Half Appointments of fifty-six (56) hours per Academic Term.
- (b) Multiple GA appointments may be offered within an Academic Term, while adhering to the maximum number of hours of work.
- (c) It is the Employee's responsibility to ensure that they do not accept an Offer of Appointment that will result in the Employee's hours exceeding the maximum per Academic Term (224 hours) without the prior written approval

of the Dean of the School of Graduate Studies and the Union. Appointments that will result in the Employee's hours of work exceeding the maximum per Academic Term, and for which there is no prior written approval, may be terminated or amended by the Board within compliance without notice to the Employee.

- (d) No Employee shall be required to work more than eight (8) hours per day, unless the Employee and the Manager mutually agree.
- (e) No Employee shall be required to work more than twenty (20) hours per week, unless the Employee and the Manager mutually agree.
- (f) For Summer Sessions in the Summer Academic Term, or other condensed delivery of courses, the Employee may exceed the twenty (20) hour-per-week restriction to a maximum of forty (40) hours per week. Condensed delivery courses shall only be assigned to Graduate Students who indicate a preference for such courses.
- (g) Due to their unique nature, field work and field trips are exempt from the daily and weekly maximum hours of work limits.

14.04 The total number of hours includes all forms of service required to complete the appointment. For GA (Teaching), service includes allowance for preparation, delivery, and marking. If course attendance is required as part of an assigned service function, the time committed to that must be included as part of the Employee's weekly hours.

14.05 Hours of work shall be completed within the term of the Appointment. Hours of work cannot be carried beyond the term of the Appointment.

ARTICLE 15: RENEWAL OF GRADUATE ASSISTANTSHIP

15.01 Where an Employee has been offered a renewable GA appointment, the renewal is contingent upon:

- (a) The Employee's acceptable performance of duties to the satisfaction of the Manager as evidenced by the written employment performance evaluation; and;
- (b) The Employee remaining eligible for appointment (as per Article 11: Eligibility).

ARTICLE 16: DISCIPLINE

16.01 The Employer shall not discipline an Employee without just cause. This clause is not meant to capture coaching or performance management.

- 16.02 The Employer shall follow the principles of progressive discipline, where appropriate.
- 16.03 The initial investigative meeting regarding an allegation of misconduct shall be conducted within ten (10) business days from the date of the incident or the date the Employer became aware of the incident prompting the investigation.
- 16.04 A Senior Administrator or designate who wishes to meet with an Employee to investigate an allegation of misconduct shall notify the Employee in writing at least forty-eight (48) hours in advance of the meeting. Such notice shall be in writing, shall contain the nature of the allegations giving rise to the meeting, and shall advise Employees that they are entitled to be accompanied at this meeting by a Union representative.
- 16.05 An Employee may be placed on leave with pay pending the outcome of an investigation into an allegation of misconduct. Such a leave is not discipline. The Employee will be notified in writing of the leave with pay pending an investigation and provided the contact information for the Union. Such notification shall not become part of the Employee's Employment File.
- 16.06 When an Employee is to be disciplined, the appropriate Senior Administrator or designate will convene a meeting with the Employee where they will discuss the findings of the investigation and the decision about discipline. The Senior Administrator or designate shall provide notice of the meeting in writing at least twenty-four (24) in advance of the meeting and such notice shall advise the Employee they have the right to have Union representation present at the meeting. At this meeting, an Employee shall be provided with a letter of discipline outlining the reason(s) for discipline.
- 16.07 The letter of discipline will be placed in the Employee's Employment File. The Employee may submit a written response to any disciplinary letter, and the Employee's response shall be appended to the letter.
- 16.08 Any disciplinary letter in an Employee's Employment File shall be deemed null and void and removed from the Employee's Employment File after the lesser of three (3) academic terms of employment or a twelve (12) month period from the date of the letter provided that:
- (a) the Employee's file does not contain any further record of discipline within the period noted above, and/or,
 - (b) a discipline is not the subject of an unresolved grievance, and/or
 - (c) the Employee is not pending the outcome of the investigation of an allegation of misconduct.
- 16.09 Either Party may request an extension of the time limits mentioned above provided

that such extension is requested prior to the expiry of the time allowed. Where such extension is requested, it shall not be unreasonably denied. Reasonable requests include complicated cases, particularly if there are several witnesses, or when key individuals are not available.

- 16.10 No discipline shall be imposed solely as a result of feedback received from anonymous student evaluations.

ARTICLE 17: TERMINATION

- 17.01 Termination before the end of the agreed term may occur if there is cause. Cause includes but is not limited to:

- (a) a change in the student's registration status that renders them ineligible for appointment; and/or
- (b) failure to meet the requirements of the Offer of Appointment and Assignment of Duties form.
- (c) Failure by the Employee to report on the date prescribed in the accepted Offer of Appointment may result in the termination of appointment without further notice to the Employee.

- 17.02 In the cases of 17.01 (a) and 17.01 (b), the Manager should give prior written warning and make reasonable efforts to rectify difficulties related to performance or failure to meet any requirement of the appointment or assignment of duties. Any such written warning shall be placed in the Employee's Employment File, and a copy of the warning shall be provided to the Employee. The failure to give prior written warning will not, by itself, be grounds for a grievance.

- 17.03 The Senior Administrator or designate will provide written notice with reasons for termination to the Employee and include a copy in the Employee's Employment File.

- 17.04 Cancellation

Ten percent (10%) of the salary as set out in the Offer of Appointment shall be paid to the GA in the event that the assigned duties are cancelled or institutional initiative contract terminated within fifteen (15) working days of the commencement of the term and an alternative is not available.

- 17.05 Resignation

GAs may resign by providing written notice to their Manager with a minimum of ten (10) Working Days' notice.

ARTICLE 18: DEFERRAL

- 18.01 A GA may request deferral of the assistantship for medical, compassionate,

childbirth, parental, or other reasons. The GA must have the written agreement of the Appointing Administrator to defer the appointment.

- 18.02 Where the Graduate Assistantship is deferred, the graduate student shall be given priority consideration for one (1) year following the deferral. The graduate student must remain eligible for a Graduate Assistantship (see Article 11: Eligibility) to be given priority consideration and priority consideration will depend on the availability of funds.

ARTICLE 19: EMPLOYMENT FILE

- 19.01 An Employment File is the file which is maintained by the Department of Human Resources related to the Employee's employment in a Graduate Assistantship(s).
- 19.02 Upon request, Employees shall have the right to review their Employment File in the presence of a representative of Human Resources and, if they so wish, a representative of the Union, at a mutually convenient time. Employees have the right to review their Employment File no more than once per academic term.

ARTICLE 20: JOINT UNION-MANAGEMENT COMMITTEE

- 20.01 A Joint Union-Management Committee shall be established for the purposes of promoting cooperation; maintaining harmonious labour relationships; discussing trends, changes and concerns that may have a major impact(s); fostering understanding; and building confidence between the Board and the Union. The discussions shall not relate to the management of matters relating to an individual or the settlement of grievances. The Committee shall function in an advisory capacity only.
- 20.02 The Committee shall meet whenever the need arises, but in any event, at least once per term at a mutually agreeable time.
- 20.03 The Committee shall consist of three (3) representatives from the Union and the Board respectively. Each party will designate its own representative to act as a joint chairperson and the two persons shall alternate in presiding over meetings. The parties shall alternate minute-taking and shall jointly agree to the approval of minutes.

ARTICLE 21: GRIEVANCE PROCEDURE

21.01

- (a) A grievance shall be any dispute arising between the parties to this Agreement regarding the application, interpretation, operation, or alleged violation of this Agreement.

- (b) There are three (3) types of grievance:
 - i. An individual grievance is a dispute affecting one (1) Employee.
 - ii. A group grievance is a dispute affecting two (2) or more Employees.
 - iii. A policy grievance is a dispute affecting the Union or the Employer which may involve a question of general application or interpretation of the Collective Agreement.
- 21.02 Grievances will be dealt with progressively, and without stoppage of work or refusal to perform work except where there is an imminent danger to the health or safety of the Employee pursuant to the *Occupational Health and Safety Act, Regulation, and Code*.
- 21.03 The parties agree to make every reasonable attempt to resolve a grievance respectfully and promptly.
- 21.04 The Union shall have carriage of all individual, group or Union-initiated policy grievances.
- 21.05

Timelines

- (a) Either party may request an extension of the time limits established in the steps of the Grievance Procedure provided that such extension is requested prior to the expiry of the time limits established. Where such an extension is requested, it shall not be unreasonably denied.
 - (b) In the event the initiator of the grievance fails to act within the time limits established, the grievance shall be deemed to have been withdrawn.
 - (c) When the recipient of the grievance fails to act within the time limits established, the grievance shall advance to the next step of the Grievance Procedure.
 - (d) The withdrawal of a grievance at any step shall be without prejudice to grievances on similar matters.
- 21.06 Individual Grievance Procedure
- (a) The Employee and Manager may resolve the dispute informally. Any informal resolution will be without prejudice. The Employee has the right at any time to consult with the Union to help navigate the situation and to determine if the situation is in breach of this Agreement. The Manager has the right at any time to consult with Human Resources to help navigate the situation and to determine if the situation is in breach of this Agreement.

(b) Step 1

If informal attempts to resolve a dispute fail, the Union may file a grievance with the appropriate Vice-President or designate, with a copy to Human Resources, within twenty (20) working days of the alleged violation of the Collective Agreement or of the date the Union ought to have reasonably known of the alleged violation of the Collective Agreement. The grievance will be in writing and include details regarding the nature of the grievance, article(s) alleged to have been violated and the remedy sought.

Within ten (10) working days of the receipt of the grievance, the Vice-President or designate, along with a representative from Human Resources, shall meet with up to two (2) representatives of the Union. The parties shall make every reasonable attempt to resolve the grievance. At the option of the Union, the Employee may be present at this meeting. At the option of the Employer, the Senior Administrator or designate may be present at this meeting.

Within five (5) working days of the meeting, the Vice-President or designate will issue a decision in writing to the Union.

(c) Step 2

If the Union is not satisfied with the decision at Step 1, the Union may refer the grievance to arbitration within twenty (20) working days of the receipt of the decision at Step 1.

21.07 Group Grievance Procedure

(a) Step 1

The Union may file a grievance with the appropriate Vice-President or designate, with a copy to Human Resources, within twenty (20) working days of the alleged violation of the Collective Agreement or of the date the Union ought to have reasonably known of the alleged violation of the Collective Agreement. The grievance will be in writing and include details regarding the nature of the grievance, article(s) alleged to have been violated and the remedy sought.

Within ten (10) working days of the receipt of the grievance, the Vice-President or designate, along with a representative from Human Resources, shall meet with up to two (2) representatives of the Union. The parties shall make every reasonable attempt to resolve the grievance.

Within five (5) working days of the meeting, the Vice-President or designate will issue a decision in writing to the Union.

(b) Step 2

If the Union is not satisfied with the decision at Step 1, the Union may refer the grievance to arbitration within twenty (20) working days of the receipt of the decision at Step 1.

21.08 Policy Grievance

(a) Policy Grievance filed by the Union

Within twenty (20) working days from the date of the alleged violation of the Collective Agreement or of the date the Union ought to have reasonably known of the alleged violation of the Collective Agreement, a grievance may be filed with the appropriate Vice-President or designate, with a copy to Human Resources. The grievance shall be in writing and include details regarding the nature of the grievance, article(s) alleged to have been violated, and the remedy sought.

Within ten (10) working days of receipt of the grievance, the Vice-President or designate, along with a representative from Human Resources, shall meet with up to two (2) representatives of the Union, the parties shall make every reasonable attempt to resolve the grievance.

Within five (5) working days of the grievance meeting, the Vice-President or designate shall issue a decision in writing.

If the Union is not satisfied with the decision, the Union may refer the grievance to arbitration within twenty (20) working days of the receipt of the decision.

(b) Policy Grievance filed by the Employer

The Employer may file a grievance with the Union within twenty (20) working days from the date of the alleged violation of the Collective Agreement or of the date the Employer ought to have reasonably known of the alleged violation of the Collective Agreement. The grievance shall be in writing and include details regarding the nature of the grievance, article(s) alleged to have been violated, and the remedy sought.

Within ten (10) working days of receipt of the grievance, up to two (2) representatives of the Union shall meet with up to two (2) representatives of the Employer. The parties shall make every reasonable attempt to resolve the grievance.

Within five (5) working days of the grievance meeting, the Union shall issue a decision in writing to the Employer representatives.

If the Employer is not satisfied with the decision, the Employer may refer the grievance to arbitration within twenty (20) working days of the receipt of the decision.

21.09 Technical Irregularities

No minor technical violation or irregularity occasioned by clerical, typographical or similar technical error in the grievance procedure shall prevent the substance of a grievance being heard and judged on its merits.

21.10 There shall be no discrimination, harassment, coercion, reprisal or retaliation of any kind or threat thereof practiced against any person involved in these procedures.

ARTICLE 22: ARBITRATION

22.01 All arbitrations shall be heard by a single Arbitrator, who is mutually agreed to by the parties. If the parties fail to agree to a single Arbitrator within ten (10) working days of the grievance being referred to arbitration, either party may request that the appointment be made through the relevant provisions of the Code, as amended from time to time.

22.02 The decision of the Arbitrator shall be final and binding upon the parties hereto and upon any Employee(s) concerned, but the Arbitrator shall not have the authority to alter the terms of the Collective Agreement.

22.03 Either party may request an extension of the time limits provided that such extension is requested prior to the expiry of the time limits established. Where such an extension is requested, it shall not be unreasonably denied.

22.04 Each party shall be responsible for one-half of the expenses and/or fees payable to the Arbitrator.

ARTICLE 23: TECHNOLOGICAL CHANGE

23.01 When the University introduces new technology (equipment or material) on an institutional wide basis that is likely to affect the working conditions, income, and/or security of employment of any Employee(s), the University will provide any affected Employee(s) and the Union with notice of the change as soon as is practicable.

23.02 The University and the Union will discuss the implications of the technological change at a Joint Union-Management Committee meeting, where both parties will make reasonable efforts to avoid or minimize adverse effects on the Employee(s).

23.03 The University will make available to the affected Employee(s) any necessary training on the new technology, at no expense to the Employee. All hours spent in training shall be considered time worked with pay.

ARTICLE 24: HOLIDAYS

24.01 No Employee shall be required to work unless there is an exceptional need on the following holidays:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Heritage Day
- Labour Day
- National Day for Truth and Reconciliation
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

or any other holiday declared by the University,

24.02 If there is an exceptional need where the Employee is required to work on a holiday, the hours worked shall be credited on the Assignment of Duties form at the rate of

1.5. The Manager shall deduct the additional credited hours (the hours above the actual hours worked) from the assigned hours in the Assignment of Duties form. No additional remuneration will be provided above the credited hours.

24.03 An Employee shall not receive additional remuneration in the event they choose to work on a holiday.

24.04 An Employee may request to schedule their hours so that they may observe holidays of the Employee's religion other than those specified in 24.01 without loss of pay. Such agreement shall not be unreasonably withheld.

ARTICLE 25: LEAVES

25.01 Medical leave

- (a) Employees shall be granted up to 3 days for the temporary inability to perform duties because of personal sickness or disability.
- (b) The maximum entitlement in this article is based on a 4 month appointment and will be prorated for any other length of appointment.

25.02 The Employee shall be entitled to no more than 15 days of paid leave and

may be distributed between the following types of leave over the course of the academic calendar year (May 1 – April 30th):

- (a) Personal leave (up to 2 days)
 - i. For conditions that require the Employee to be away from work for personal reasons.
- (b) Bereavement (up to 3 days)
 - i. To attend the funeral or service if an immediate family member or close friend.
- (c) Family illness (up to 5 days)
 - i. If the Employee is the primary caregiver for their ill immediate family member and no one else is available to care for that person.
- (d) Birth or adoption (up to 3 days)
 - i. To attend the birth or adoption proceedings of their child.
- (e) Compassionate leave
 - i. If the Employee is needed as the primary caregiver for a spouse, parent, child, or immediate family member who is gravely ill and at risk of dying, and no one else is available to care for that person.
- (f) Domestic violence
 - i. When an Employee or an Employees dependent is subject to violence including threats, destruction of property, or abuse by a family member or partner.
- (g) Death or disappearance of a child

25.03 The total entitlement (15 days) in article 25.02 are based on a twelve month period and will be prorated according to the number of months an Employee works in that academic calendar year. The employee shall declare leave days taken in previous appointments during the academic calendar year on all subsequent Assignment of Duties within that same academic calendar year.

25.04 A day shall not be prorated based on the number of scheduled hours to be worked on that calendar day.

- 25.05 Other personal circumstances may give rise to additional paid or unpaid leaves. The Employee and their Manager shall discuss these and the Manager shall consult with Human Resources to determine an appropriate response. No reasonable request for unpaid time off shall be denied.
- 25.06 The eligibility for paid leave does not extend beyond the end date of the Graduate Assistantship appointment.
- 25.07 Paid leave days will not be carried over into a new appointment. There will be no pay out of unused paid leave days, at the conclusion of the appointment.
- 25.08 The Employer may request documentation sufficient for the Employer to assess the claim for paid leave and provide any necessary supports around a return to work. If sufficient documentation is not provided by the Employee, the paid leave may be denied. The Employee will be reimbursed up to Forty (\$40.00) dollars for the requested documentation upon presentation of a receipt.
- 25.09 If an Employee requires a leave, the Employee will notify the Manager that they require a leave. It is expected that short absences and leave for illness or compassionate reasons will be handled in an *ad hoc* manner. Managers are encouraged to be considerate of the needs of Employees.
- 25.10 The Employee may request the following unpaid leaves:
- (a) Jury duty or other court duties;
 - (b) Attending a citizenship ceremony;
 - (c) Reservist deployments and training;
 - (d) Indigenous practice leave; and
 - (e) Academic conference
- 25.11 Employees and Managers should seek advice from Human Resources on the reasonable and appropriate duration of unpaid leaves given the circumstances prior to an unpaid leave being approved.
- 25.12 The Employee shall submit requests in writing as far in advance as possible to allow alternative arrangements to be made.
- 25.13 Maternity and Parental Leave for GA (Teaching) and GA (Non-Teaching)
- (a) For an Employee holding a fixed term appointment, the birth parent or primary caregiver shall be entitled, upon the birth or the placement of the child in their care, to 100% of salary for the remainder of the month in which they gave birth or adopted a child and 50% for each month thereafter until the end of the appointment or term, whichever occurs first.
 - (b) For an Employee holding a casual term appointment, the birth parent or primary caregiver shall be entitled, upon the birth or the placement of the child in their care, 100% of the daily average of earnings in the 20 business days preceding the

commencement of the leave for the remainder of the pay period. The remainder of the contract will be paid out at 50%. The total hours paid under the appointment shall not exceed 55 hours.

- (c) In order to be eligible for this leave, the GA must have held at least one GA appointment in the 12 months prior.
- (d) The Employee shall provide the Employer notice in writing at least four (4) weeks in advance of the anticipated commencement of the leave.
- (e) On completing their leave, the Employee shall be entitled to preferential hiring for any available appointments for which they are qualified within the same faculty/school/unit.

25.14 Maternity and Parental Leave for GA (Research)

- (a) The birth or primary caregiver shall be entitled, upon the birth or the placement of the child in their care, up to 15 weeks unpaid leave or until the end of the appointment, whichever occurs first.
- (b) The Employee shall provide the Employer notice in writing at least 4 weeks in advance of the anticipated commencement of the leave. The Employee shall provide a minimum of 2 weeks' notice prior to their scheduled return to work.
- (c) On completing their leave, the Employee shall be entitled to preferential hiring for any available appointments for which they are qualified with the same Manager.
- (d) Managers are encouraged to provide support where the funding agency allows.

ARTICLE 26: REMUNERATION

26.01 The rate of pay will be communicated in the Offer of Appointment in accordance with Schedule A: Salary and Wage Schedule.

26.02 Payments for Graduate Assistantships will be made by direct deposit in arrears in the form of semi-monthly payments for Casual Appointments or monthly payments for Fixed Appointments.

26.03 Remuneration will be treated as employment income and is subject to statutory deductions.

26.04 Vacation pay for all appointments shall be paid in accordance with Schedule A: Salary and Wage Schedule.

ARTICLE 27: EVALUATION

27.01 The Parties agree that the purposes of evaluations are to assist Employees in improving the quality of their work, to assess the performance of Employees, and to document the work performed by the Employees.

- 27.02 The Employer may conduct an evaluation during the period of appointment.
- 27.03 An Employee may request an evaluation be conducted by the Employer during the period of appointment.
- 27.04 The results of any evaluation shall be shared with the Employee and discussed between the Employee and their supervisor.
- 27.05 An Employee shall be entitled to append their comments to any evaluation.
- 27.06 An Employee shall be given a minimum of one (1) weeks' notice of the performance evaluation. This does not preclude the Employer from providing day to day feedback.

ARTICLE 28: WORKING CONDITIONS AND ACCESS TO FACILITIES

- 28.01 Employees shall seek prior approval from their manager for all employment-related expenses before they are incurred. The Employer recognizes that emergent situations may present themselves, and unanticipated expenses may arise as a result. Any claims submitted for such emergent unanticipated expenses must be considered for approval by their manager and if approved, paid in a timely manner. Such expenses shall not be unreasonably denied.

Reimbursement for Employment Expenses

- 28.02 Provided prior approval has been given by the employee's manager, the Employer shall reimburse the employee for all reasonable travel or other expenses incurred for employment-related activities in accordance with university policies and employment expense guidelines, including departmental level expense guidelines.
- 28.03 All University policies, including travel and expense related policies, are available on the university website. Employees shall be informed of all applicable policies within the first month of their employment.

ARTICLE 29: FREEDOM OF ENQUIRY

- 29.01 The Employer reiterates its commitment to Employees through the Statement of Free Expression (<https://www.ulethbridge.ca/policy/resources/statement-free-expression>) in regard to expressing their own views and opinions.
- 29.02 When work assignments permit Employees to have a wider degree of latitude, the Employee may develop and deliver such assignment provided the content and structure have been approved by the Manager and/or the Instructor of record.
- 29.03 Employees shall complete their work assignments with due regard for any University-identified limits in course and/or project design, content, and methods

of delivery. Employees have the right to indicate in writing to their Manager, without prejudice, their concerns regarding content, structure, texts, and teaching methods.

- (a) In the event a conflict arises with the Manager, the Employee should consult with their GA Coordinator or the appointing Senior Administrator to resolve the concern.
- (b) If there is no agreed upon resolution, the Employer commits to making a reasonable attempt in finding an alternative work assignment.

SCHEDULE A: SALARY AND WAGE SCHEDULE

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

Fixed Appointments

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

Period	Level of Appointment	Salary
Effective February 1, 2025 (2.00%)	Full (112 hours), Half (56 hours)	\$3,773.67 (Full) \$1,886.84(Half)
Effective May 1, 2025 (2.00%)	Full (112 hours), Half (56 hours)	\$3,849.15 (Full) \$1,924.57(Half)
Effective May 1, 2026 (1.75%)	Full (112 hours), Half (56 hours)	\$3,916.51 (Full) \$1,958.25(Half)
Effective May 1, 2027 (1.75%)	Full (112 hours), Half (56 hours)	\$3,985.05 (Full) \$1,992.52(Half)

Casual Appointments

For appointments of less than one-half of a fixed appointment, the minimum hourly rate of pay including 4% vacation pay, is as follows:

	Hourly
Effective February 1, 2025	\$28.56
Effective May 1, 2025	\$29.13
Effective May 1, 2026	\$34.97
Effective May 1, 2027	\$35.58

2. Graduate Assistant (Research) appointments which are funded by a faculty member's research funds shall be paid a minimum hourly salary including 4% vacation pay, as follows:

	Hourly
Effective February 1, 2025	\$28.56
Effective May 1, 2025	\$29.13

Effective May 1, 2026	\$34.97
Effective May 1, 2027	\$35.58

SCHEDULE B: EQUITY, DIVERSITY, AND INCLUSION COMMITTEE

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNORS OF THE UNIVERSITY OF LETHBRIDGE

(HEREAFTER "EMPLOYER")

AND

THE UNIVERSITY OF LETHBRIDGE OF GRADUATE STUDENT ASSOCIATION

(HEREAFTER "UNION")

EQUITY, DIVERSITY, AND INCLUSION COMMITTEE

1. The parties agree that the existing Equity, Diversity, and Inclusion (EDI) Committee (hereafter "The Committee") will continue.
2. The Committee will consist of three (3) members chosen by the Employer and three (3) members chosen by the Union.
3. The Committee shall meet whenever the need arises, as mutually agreed upon, but in any event, at least once per term.
4. The Committee shall discuss and report on matters of joint interest in achieving EDI in employment matters. The discussions shall not relate to the management of matters relating to an individual or the settlement of grievances.
5. The Committee shall function in an advisory capacity only.
6. The Committee shall provide an annual report containing recommendations for fostering EDI in employment matters. The report shall be presented to the President of the University, the Chair of the Union, and the Dean of the School Graduate Studies on or before June 30 of each year.

APPENDIX A1: OFFER OF APPOINTMENT



PERSONAL AND CONFIDENTIAL

Date:

Name:

ULethbridge ID:

Email:

Dear

We are pleased to offer you the following appointment at the University of Lethbridge as follows:

Appointment type:

Academic or administrative unit:

Department, if applicable:

This appointment is governed by the Collective Agreement between the Governors of the University of Lethbridge and the University of Lethbridge Graduate Students' Association (www.ulethbridge.ca/hr/graduate-student-association-gsa-collective-agreement).

Term of Appointment:

Start date:

End date:

You must report to your [Manager or GA Coordinator] by [Enter date].

Type of Appointment:

Fixed or Casual

Assigned Hours:

FIXED:

The total number of work hours assigned to you in this appointment is [Enter hours]. The nature of academic work may entail fluctuations in the number of hours worked in any given week. However, the average number of hours worked per week should not exceed eight (8) hours except for condensed delivery courses as provided by Article 14.03 (h).

CASUAL:

The nature of academic work may entail fluctuations in the number of hours worked in any given week. However, the average number of

hours worked per week should not exceed eight (8) hours.

Rate of Pay:

FIXED:

You will be paid [insert amount] for this appointment, to be paid in equal installments at the end of each month that you are assigned work. Vacation pay is included in this amount.

CASUAL:

You will be paid [\$ per hour] for this appointment. You will be paid for the hours worked on a semi-monthly basis. Vacation pay of 4% is included in this amount.

Manager:

Your Manager is [Enter name] and can be contacted at [Enter email].

GA Coordinator (Optional): Your GA Coordinator is [Enter name] and can be contacted at [Enter email].

Course:

[Course Code and Title]

Assignment of Duties:

At the beginning of the term, your Manager will meet with you to complete an Assignment of Duties Form (See APPENDIX A2 of the Graduate Students' Association Collective Agreement) that includes a description of specific duties assigned to you for each academic term, expectations for performance, and any training required to perform the specific duties assigned. Assigned duties are not to include routine tasks, which are commonly associated with janitorial, clerical, technical, or administrative work, except those that are directly related to your own teaching duties.

Termination:

This Appointment may be terminated in accordance in Article 17 of the Collective Agreement.

Eligibility for Appointment: You must be a registered graduate student at the University of Lethbridge throughout the duration of your appointment.

If you are not a Canadian citizen, this appointment is expressly contingent upon your meeting and continuing to meet eligibility requirements for employment, as set out in the Immigration and Refugee Protection Act and Regulations. It is further contingent upon the University of Lethbridge receiving regular "confirmation," if required by Service Canada. Should you be ineligible for employment at any time, or should the University of Lethbridge be unable to obtain "confirmation" if required, this appointment shall be rendered null and void effective immediately.

- Maximum Hours:** It is the Employee's responsibility to ensure that they do not accept an Offer of Appointment that will result in the Employee's hours of work exceeding the maximum per Academic Term (224 hours) without the prior written approval of the Dean of the School of Graduate Studies and the Union. Appointments that will result in the Employee's hours of work exceeding the maximum per Academic Term, and for which there is no prior written approval, may be terminated or amended within compliance without notice.
- Cancellation:** If your course or laboratory is cancelled within fifteen (15) working days and up to the first date it is set to commence, and if an alternative is not available, you are entitled to 10% of the financial commitment pursuant to Article 17.04 of the Collective Agreement.
- Policies:** You are bound by all applicable University of Lethbridge Policies and Procedures as a result of your employment set out herein. Where a University policy or procedure is in conflict with a term of this Collective Agreement, the Collective Agreement shall take precedence.

Please complete this form for submission to [Enter name] in the office of the Dean of the [Enter Faculty] [Enter Deans office email address] within seven (7) Working Days. Failure to return a signed copy of this Offer of Appointment within the period noted above may result in this Offer of Appointment being rendered null and void.

[Enter name and signature of Senior Administrator]

I accept this offer of appointment as set out in this letter.

Signature

Date

APPENDIX A2: ASSIGNMENT OF DUTIES FORM



PERSONAL AND CONFIDENTIAL

Must be completed by Managers in consultation with the Employee by the end of the first week the appointment. A copy of the completed Assignment of Duties Form shall be provided to the Employee and appropriate University designate(s) and a copy shall be sent to Human Resources to be placed in the Employment File.

Employee Name:

ULethbridge ID:

Appointment type:

Academic or administrative unit:

Department, if applicable:

Manager:

GA Coordinator:

Course:

Course Subject, Number & Section:

GA (Teaching) appointments only

Course Title:

Start date:

End date:

Schedule of work:

Part I – Duties Assigned

Duties	Hours Estimated:
<p>GA (Teaching) – [Examples]</p> <ul style="list-style-type: none"> • Reparation for the course, which may include classes, laboratories, tutorials, or studios; • Teaching elements of the course, which may include classes, laboratories, tutorials or studios; • Preparation of course materials; • Designing and maintaining course websites; • Required attendance for the course; • Teaching, facilitating, leading discussions and supervising course activities and requirements; • Holding office hours; • Consulting with students (including electronic consultation or email); • Writing and marking quizzes, tests, examinations, and other course requirements; • Marking essays and term papers; • Conducting field trips; • Conferring with the Manager, as required by the 	

Employee's teaching duties; and <ul style="list-style-type: none"> • Routine and/or non-skilled duties, but only insofar as such duties are directly required for successful performance of the core teaching assistantship purpose of the GA. • Other (as discussed on this date) 	
GA (Non-Teaching) – [Examples] <ul style="list-style-type: none"> • GA (Non-Teaching) duties may include routine and/or non-skilled duties, but only insofar as such duties are directly required for successful performance of the core professional work of the GA in support of the business mandate, projects, and/or strategic initiatives of an academic or administrative unit. • No Assignment of Duties for a GA (Non-Teaching) shall include duties that constitute Essential Services. • No Assignment of Duties for a GA (Non-Teaching) shall include the completion of requirements for the Graduate Student's academic program of study. • Other (as discussed on this date) 	
GA (Research) – [Examples] <ul style="list-style-type: none"> • General research/project support; • Collecting, coding, and/or analyzing data; • Literature search and/or reviews; • Writing reports and/or creating annotated bibliographies; • Dissemination of research; • Preparing materials for submission to research entities; • Routine and/or non-skilled duties, but only insofar as such duties are directly required for successful performance of the core research assistantship. • Other (as discussed on this date) 	
Total Hours Estimated*:	

Part II – Training Requirements for the Assigned Duties

Training	Hours Estimated:
Health and Safety:	
Professional Development:	
Teaching Centre:	
Tutorial/Academic Setting Training:	
Other:	
Total Hours Estimated:	

* Not all training requirements need to have hours allocated to them, only those which are applicable to the appointment.

Part III - Allocation of Hours Summary

	Total Hours Estimated:
Total Hours Estimated Part I	
Total Hours Estimated Part II	
Total Hours Allocated*:	

*The estimated hours may be moved from one (1) duty to another, as needed, in discussion between the Manager and the Employee. Actual hours worked will not exceed the assigned hours, per the Offer of Appointment.

Part IV – Declaration of Leave Days

The Employee shall declare all leave days already taken in this academic calendar year (May 1 – April 30).

Leave Day Category	Number of Days Taken
Leave – [Examples] <ul style="list-style-type: none"> • Personal leave • Bereavement • Family illness • Birth or adoption • Compassionate leave • Domestic violence • Death or disappearance of a child 	

Manager's Signature

Date

Employee's Signature

Date