

**Proposals for a Collective Agreement**

**Between**

**The University of Lethbridge Graduate Students' Association**

**and**

**The University of Lethbridge**

**ULGSA Non-Monetary Package  
25 January 2022**

## INTRODUCTION

University of Lethbridge Graduate Students' Association (hereafter "the Union") enters these negotiations in good faith with a view to renewal of the Collective Agreement between the Union and the University of Lethbridge (hereafter "the University"). Such agreement shall be subject to ratification by members of the bargaining unit.

The Union submits these proposals for a new collective agreement. These proposals are being advanced without prejudice to any future proposed amendments and/or additions and they are subject to any errors and/or omissions. The Union reserves the right to introduce, amend and withdraw its proposals, and to introduce counter-proposals to the University's proposals or counter-proposals.

~~Strikethroughs~~ denote proposed deletion. **Bolded text** denotes new language/editorial changes.

**RESERVE** means that the Union reserves the right to make proposals at a later date. In particular, the Union reserves the right at an appropriate time during negotiations to introduce a comprehensive financial package that may include but not be limited to proposals on rates of pay, allowances, expenses, hours of work, leaves, and benefits. The Union also reserves the right to table new proposals in response to legislative changes that occur during the course of bargaining.

If neither party has a proposal on a specific article, clause, schedule, or LOU, that article, clause, schedule, or LOU shall be renewed.

The Union requests that the University disclose any plans for changes at the workplace level that may affect this round of negotiations and reserves the right to make additional proposals after receiving this information.

The Union will not engage in concessionary bargaining.

## Housekeeping

1. Change “GA” to “Employee” throughout the agreement as appropriate (i.e. in provisions that are not related to category specific issues)
2. Replace “Coordinator” with “Employment Supervisor” throughout the agreement.
3. Replace “Appointing Administrator” with “Unit Head” throughout the agreement.
4. Replace “Relevant Faculty, School, or administrative unit” with “Unit” throughout the agreement.

## Substantive changes

### ARTICLE 1: TERM OF AGREEMENT

**1.01** This Agreement is effective from [RESERVE], 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.

### ARTICLE 2: DEFINITIONS

#### Add "Academic Term"

"Academic Term" means the three terms in the academic year as defined in the University of Lethbridge Calendar (i.e., Fall Term (September 1 to December 31); Winter Term (January 1 to April 30); and Spring/Summer Term (May 1 to August 31).

#### Add definition of "Day"

"Day" means business days unless otherwise stated. A normal business day is a day when the University is open, i.e., days other than weekends, statutory holidays, and other days when the University is officially closed.

#### Add definition of "Employee"

"Employee" means a member of the Bargaining Unit.

#### Add "Employment Supervisor" and delete "Coordinator"

"Employment Supervisor" means a University faculty member or appropriately qualified staff member 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.

#### Add "ULGSA"

"ULGSA" means the University of Lethbridge Graduate Student Association.

#### Add "Union"

"Union" means the University of Lethbridge Graduate Student Association, the bargaining agent for Academically Employed graduate students at the University of Lethbridge.

#### Add "Unit"

**“Unit” means the Faculty, School, or administrative unit where the Employee is employed or offered employment.**

**Add “Unit Head” and delete “Appointing Administrator”**

**“Unit Head” means the University senior administrator overseeing the Faculty, School, or administrative unit in which the duties of the Employee will be performed.**

## **ARTICLE 5: APPLICATION OF THE AGREEMENT**

### **Amend title to ARTICLE 5: MANAGEMENT RIGHTS**

#### **Amend Article 5 to read:**

- 5.01 ~~These terms and conditions cover the normal cases related to Graduate Assistantships and provide a standard that can be expected by all GAs. However, there may be occasions where a graduate student and their Coordinator agree that some deviation from this Agreement may be in the best interest of both parties. In such an event, the Coordinator and the graduate student will consult with the Dean of the School of Graduate Studies and the President of the Graduate Students’ Association. Any authorized deviations from the Agreement will be forwarded to the Appointing Administrator to be included in the student’s file.~~ **The Union recognizes that the management and direction of the working forces are fixed exclusively with the University and shall remain solely with the University except as specifically limited by the express provisions of this Agreement.**
- 5.02 ~~All matters not specifically covered by the provisions of this Agreement will be dealt with at the discretion of the Board.~~ **The University shall exercise its management rights in a manner that is fair, reasonable, and equitable, and in a manner consistent with the spirit of this Agreement.**
- 5.03 **By September 1 of each year, the University shall provide a workshop on university policies and the provisions of this Collective Agreement to all persons who administer the Collective Agreement. The University shall consult with the Union through the Joint Labour/Management Committee as to what topics may be appropriate to emphasize in the workshop. All persons who administer the Collective Agreement shall be required to attend this workshop at least once during the life of this Collective Agreement, normally before they assume responsibilities of administering the Collective Agreement.**

## **ARTICLE 6: ELIGIBILITY**

### **Amend title to read: Eligibility and Appointments**

#### **Amend Article 6 to read:**

~~6.01—All matters not specifically covered by the provisions of this Agreement will be dealt with at the discretion of the Board.~~

~~6.02—All registered graduate students are eligible to hold a Graduate Assistantship.~~

~~6.03—Eligibility to hold a Graduate Assistantship is not a guarantee of an Offer of Appointment.~~

~~6.04 Graduate students must apply for admission to their graduate program on or before the deadlines identified in the Calendar to be considered for a Graduate Assistantship.~~

~~6.05 These terms and conditions do not restrict graduate students from combining a Graduate Assistantship with graduate scholarships, fellowships, or any other awards. If a student receives an award and an assistantship, they are advised to check the eligibility requirements of the award to ensure there are no restrictions on holding an assistantship.~~

#### **Eligibility**

**6.01 The University shall make the decision as to the number of graduate student appointments within the Bargaining Unit, and the qualifications required for each appointment.**

**6.02 Positions described in this agreement shall only be assigned to graduate students enrolled at the University of Lethbridge School of Graduate Studies.**

**6.03 Employees shall not be restricted from combining a GA with graduate scholarships, fellowships, or any other awards. If a student receives an assistantship, they are advised to check the eligibility requirements of their awards to ensure there are no restrictions on holding an assistantship.**

#### **Transferring Programs**

**6.04 Upon successful transfer from a Master program to a Doctoral program, the Employee shall be eligible for at least the equivalent number of GA Teaching or Non-Teaching hours as they were offered upon admission into their Master program.**

6.05 Employees who transfer from a Master program to a Doctoral program, who hold a GA Research, shall be paid at the Doctoral rate (Schedule A: Salary and Wage Schedule) upon successful completion of the transfer exam.

**Appointments**

- 6.06 All GA (Teaching) and GA (Non-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 appointments shall extend over two Academic Terms.
- 6.07 In the assignment 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.
- 6.08 At least thirty (30) calendar days prior to the deadlines prescribed by Article 8.01, the Unit Head shall provide all eligible Employees within the Unit with a list of available GAs for the coming Academic Term. Employees will be invited to express their preferences for assignments in writing with a rationale. The Unit Head shall give such requests due consideration and shall provide a rationale if the Employee does not receive their preferred assignment.

**ARTICLE 8: OFFERS OF APPOINTMENT**

Amend Article 8 to read:

8.01 Graduate Assistantship appointments will be made by the following deadlines, unless there are extenuating circumstances such as a late admission:

<b>Graduate Assistantship Beginning</b>	<b>Deadline</b>
<b>September (Fall Term)</b>	<b>July 1</b>
<b>January (Spring Term)</b>	<b>November 1</b>
<b>May (Summer Session)</b>	<b>April 1</b>

8.012 For each GA appointment or reappointment, the office of the ~~Appointing Administrator~~ **Unit Head** will initiate and forward a written ~~Offer~~ **offer in the form of a Letter of Appointment (Appendix A)** to the appointee.

An Offer Letter of Appointment may include **offers for multiple** ~~more than one~~ appointments ~~category~~, subject to the tenets of this Agreement.

The Offer Letter of Appointment will indicate the specifics of the appointment including but not limited to:

- (a) The Term of the Appointment (including the start date of the appointment);
- (b) Whether the appointment is renewable or non-renewable and, if renewable, for how many terms;
- (c) The name, position, and signature of the **Unit Head** ~~Appointing~~  
~~Administrator~~;
- (d) The actual rate of pay;
- (e) The category or categories of the appointment
- (f) The duties and responsibilities of the GA;
- (g) An indication of the average number of hours per week and the total number of hours per academic term/summer session the GA will be expected to perform;
- (h) Where appropriate, the name and position of the GA's ~~Coordinator~~ **Employment Supervisor**, or the date by which the GA can expect to know who their ~~Coordinator~~ **Employment Supervisor** will be;
- (i) Notification of the date by which the GA must report to the GA's ~~Coordinator~~ **Employment Supervisor** to begin duties. Notice will also be given that failure to report by this date may result in termination of the appointment without further notice to the GA; **and**
- ~~(j) A statement that a GA appointment is not intended to cover the full cost of living, including but not limited to housing costs, and that the student is responsible for paying tuition and fees; and~~
- (k) A statement that income from Graduate Assistantships is in accordance with Canada Revenue Agency legislation and will be treated accordingly by Human Resources.



### 8.023 Signatures and Distribution of Copies

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

~~8.03 The Appointing Administrator, where appropriate, the Coordinator, and the student will agree, in writing, to any subsequent changes to the GA's duties and responsibilities from those agreed to in the Offer of Appointment. Any changes to duties must not cause the student to work more hours than permitted under this Agreement (see Article 10: Hours of Work).~~

8.04 Failure by the GA to report on the date prescribed in the signed Offer of Appointment may result in the termination of the appointment without further notice to the GA.

## **ARTICLE 9: ASSIGNMENT OF DUTIES**

**Amend Article 9 to read:**

9.01 ~~The Coordinator, in consultation with the GA and with the instructor of record or administrator as appropriate, will provide a written Assignment of Duties. The Assignment of Duties:~~

- ~~(a) Includes a description of the specific duties, performance expectations, and any training required to perform the specific duties assigned;~~

- ~~(b) Requires the signatures of the Coordinator, the instructor of record or administrator as appropriate, and the GA;~~
- ~~(c) For GA (Teaching) and GA (Non-Teaching) is subject to the approval of the Appointing Administrator; and~~
- ~~(d) Is copied to the GA's employment file, the appropriate instructor of record or administrator, and the GA.~~

- 9.01**
- (a) No later than one (1) week after the beginning of the appointment, the Employment Supervisor shall meet with the Employee to discuss their responsibilities and to complete the Assignment of Duties and Allocation of Hours form (Appendix B). Once completed, the form shall be signed by the Employee and the appropriate University designate(s), thereby acknowledging approval of the terms specified in the form. For GA (Teaching) and GA (Non-Teaching) the Assignment of Duties and Allocation of Hours Form is subject to the approval of the Unit Head. The completed form shall be copied to the Employee's employment file, the Employment Supervisor, the Employee, and the Union.**
  - (b) The Employment Supervisor shall schedule a meeting with the Employee at least once per appointment at or around the mid-point of their appointment, for the purpose of conducting a review of each employee's assigned duties and allocation of hours, and ensuring that employee's hours of work as set out in their Assignment of Duties and Allocation of Hours form (Appendix B) continue to be appropriate.**
  - (c) At any time, the Employee and the Employment Supervisor may agree to amend the Assignment of Duties and Allocation of Hours form (Appendix B) by redistributing hours across the existing assigned duties.**
  - (d) Any issue or concern raised by either party that cannot be resolved by mutual agreement can be addressed with the Dean of Graduate Studies. Employees shall have the right to Union representation at any meeting called to deal with such issues or concerns.**
  - (e) The revised form shall be copied to the Employee's employment file, the Employment Supervisor, the Employee, and the Union.**

**9.02** The GA's **Employee's** Assignment of Duties shall comprise of duties that support the professional development of the **GA Employee** and, at the same time, support the teaching and/or research mandate of the University, and/or the strategic initiatives and projects of University units. Routine and/or non-skilled duties may be included, but only insofar as such duties are directly required for successful performance of the core teaching, research, or

strategic purpose of the Graduate Assistantship. **All duties assigned to an Employee shall be listed on the Assignment of Duties and Allocation of Hours form (Appendix B) and shall be included in the calculation of required hours.**

- a) **For GA (Teaching) and (Non-teaching) these duties may include:**
- i. **preparation for classes;**
  - ii. **preparation of written or audio-visual materials;**
  - iii. **designing and maintaining course websites (Moodle);**
  - iv. **attending lectures;**
  - v. **teaching, leading discussions and supervising laboratories;**
  - vi. **rating students' work;**
  - vii. **holding office hours;**
  - viii. **consulting with students (including electronic consultation or email);**
  - ix. **writing and grading tests, examinations and lab sets;**
  - x. **grading essays and term papers;**
  - xi. **setting up experiments;**
  - xii. **conducting field trips; and**
  - xiii. **conferring with the supervisor in charge, as required by the employee's teaching duties.**
- b) **For GA (Research) these duties may include but are not limited to:**
- i. **general research/project support**
  - ii. **collecting, coding, and/or analyzing data;**
  - iii. **literature reviews;**
  - iv. **creative work;**
  - v. **library research;**
  - vi. **writing reports;**
  - vii. **designing and delivering conference presentations; and**
  - viii. **preparing materials for submission to funding agencies.**

9.03 No Assignment of Duties for any GA position shall include duties that constitute “essential services” as defined under this Agreement. No Assignment of Duties for any GA position shall include completion of requirements for the graduate student’s academic program of study, per the Calendar.

9.04 Within one month of the completion of the GA’s assistantship, the ~~Coordinator~~ **Employment Supervisor** shall complete a written evaluation of the student’s performance and provide a copy of the evaluation to the student. A copy of the evaluation shall also be provided to the ~~Appointing Administrator~~ **Unit Head** to be placed in the student’s employment file.

9.05 ~~A~~**The Employee** GA shall be provided with facilities and support services, including resources and training, consistent with ~~a GA’s~~ **the Employee’s** duties and responsibilities as set out in the Assignment of Duties **and Allocation of Hours form (Appendix B).**

## ARTICLE 10: HOURS OF WORK

### Delete Schedule B and Amend Article 10 as follows:

#### 10.01

(a) The **combined** number of hours for an **Employee with GA** serving multiple Graduate Assistantship appointments in a four (4) month academic term will not exceed a total of two hundred and twenty four (224) hours in that academic term. Typically, an **Employee with one GA** works an average of eight (8) hours per week, subject to the terms of their individual signed Offers of Appointment. The hours per week can vary ~~depending on the nature of the assigned work~~ **providing that the hours assigned are respectful of the demands of the graduate student's academic program.**

(b) **No Offer of Appointment will result in the Employee's workload exceeding the maximum number of hours prescribed by Article 10.01 (a) without the agreement of the Dean of Graduate Studies and the Union.** ~~It is the graduate student's responsibility to ensure that they do not accept an Offer of Appointment that will result in the GA's workload exceeding this maximum without the specific approval of the Dean of Graduate Studies.~~

10.02 The parties recognize that the nature of academic work may mean reasonable fluctuations in the number of hours worked in any given week, but in any case the average number of hours worked per week over the four (4) month academic term will not exceed the number of hours agreed to in the ~~Offer~~ **Letter** of Appointment.

10.03 The total number of hours includes all forms of service required to complete the appointment. For GA (Teaching), service includes allowance for preparation, delivery, and marking. If attendance at lectures is required as part of an assigned service function, the time committed to that must be included as part of the GA's weekly hours. **All duties shall be recorded on the Assignment of Duties and Allocation of Hours Form (Appendix B).**

10.04 Work associated with the ~~Graduate Assistantship~~ **GA (Teaching) and GA (Non-Teaching)** is to be completed within the **Academic Term** of the Appointment. **For clarity, hours cannot be carried from one (1) Academic Term to another and an Employee shall not be required to work outside their contractual term of appointment.**

**10.05 a) No Employee shall be required to work more than eight (8) hours per day.**

**(b) No Employee shall be required to work more than twenty (20) hours per week.**

**(c) Due to their unique nature, field trips are exempt from the maximum limits prescribed by Articles 10.05 (a) and Article 10.05 (b).**

## **Add New Article on Union Representatives and Activities**

### **ARTICLE X1: UNION REPRESENTATION AND ACTIVITIES**

- X1.01** The University agrees that no Employee or group of Employees shall undertake to represent the Union to the University without proper authorization of the Union.
- X1.02** The University acknowledges the right of PSAC staff to have access to the University of Lethbridge premises to consult with members and Local officers, to address Union meetings, and to participate in discussions with the University or in grievance settlement proceedings.
- X1.03** The University recognizes the right of every Employee to participate in any official activities of the Union, and it shall not interfere with this right.
- X1.04** A Union representative shall be entitled to up to thirty (30) minutes to provide an overview of the role of the Union at any University-wide orientation event involving Employees. A Union representative shall be entitled to participate and provide a fifteen (15) minute overview of the role of the Union at any Unit orientation event at which Employee responsibilities may be discussed. Units shall notify the Union by every August 15<sup>th</sup>, December 15<sup>th</sup>, and April 15<sup>th</sup> whether or not they are having an Orientation session where a Union representative could be present.
- X1.05** 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. The University agrees that the Employee will not suffer any loss of wages when acting in an official capacity for the Union.

## **Add New Article on No Strikes and No Lockouts**

### **ARTICLE X2: NO STRIKES/NO LOCKOUTS**

- X2.01** The Union agrees that there will be no strike or full or partial withdrawal of services during the terms of this Agreement.
- X2.02** The University agrees that there will be no lockout during the term of this Agreement.

- X2.03** Where individuals in a labour dispute, other than those in the bargaining unit, engage in a strike and maintain picket lines, and where Employees of the bargaining unit could suffer personal harm, the University will endeavour to safeguard such Employees.
- X2.04** Strike and lockout bear the meanings used in the Alberta *Labour Relations Code*, as amended from time to time.

**Add New Article on Joint Labour Management Committee**

**ARTICLE X3: JOINT LABOUR/MANAGEMENT COMMITTEE**

- X3.01** The Union and the University acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Joint Labour/Management Committee consisting of three representatives from each party. The Committee shall function in an advisory capacity only.
- X3.02** The purpose of the Committee shall be to provide a means by which to facilitate and promote cooperation, understanding, confidence and harmonious relations between the University and the Union.
- X3.03** The parties shall meet, in person, for a minimum of one (1) time per term at a mutually agreeable time. At the in-person meetings 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. The parties can mutually agree to conduct any meeting virtually.
- X3.04** In addition to its advisory capacity in matters relating to this Agreement, the Joint Labour/Management Committee shall function as a forum in which the University and the Union shall advise each other of anticipated trends or policy changes which may have a major impact on the bargaining unit.
- X3.05** Consistent with this Article, the Appointing Administrator and the appropriate Union representative are encouraged to meet to discuss any general concerns which may exist relative to the working conditions within a Unit.
- X3.06** If unforeseen circumstances are likely to impact working conditions of Employees, either party may, with twenty-four (24) hours' notice, convene an emergency meeting of the Joint Labour/Management Committee to discuss the issues and potential options. The parties will take reasonable actions to mitigate adverse

effects on Employees. Emergency meetings convened under this Article shall not count towards the minimum meeting requirements prescribed by Article X3.03.

**Add New Article on Services and Facilities**

**ARTICLE X4: SERVICES AND FACILITIES**

- X4.01** The University agrees that in those academic units where Employees are employed, the Union will be provided access to space on existing bulletin boards for the posting of official Union notices.
- X4.02** The University agrees that the Union may make use of the University's internal post and e-mail services at standard internal user rates for the purpose of communication on official Union business with its members and University representatives. Furthermore, the Union may use the University's external postal services. The University agrees that the Union's communication with the membership will not be monitored or surveilled.
- X4.03** The University agrees to provide the Union office space in an appropriate and central location on campus. The Union shall have the right to install a bulletin board immediately outside the office for posting Union notices.
- X4.04** The University shall assist the Union in locating suitable meeting rooms at standard internal user rates as required for Union business, provided reasonable notice is given and space is available.
- X4.05** The Union shall have access to the following additional services of the University at standard internal user rates: telephone services, audio-visual services, reprographic services, printing services, internet access, and web page access, subject to the protocols determined by the University for internal users.
- X4.06** Upon request from the Union, the University will provide a Visitor Parking Pass for use by Union representatives on official Union business.



## **Add New Article on Discipline**

### **ARTICLE X5: DISCIPLINE**

- X5.01** The University shall not discipline, suspend or discharge an Employee without just and sufficient cause.
- X5.02** The University recognizes the principle of progressive discipline by adopting the procedures set forth below.
- X5.03** Employees have the right to union representation at any meeting convened with the University to discuss any aspect of their employment performance.
- X5.04** When an Employee is to be disciplined (i.e. oral reprimand or written warning, suspension or discharge), such discipline shall only be imposed at a meeting with the Unit Head specifically convened for this purpose. Employees and the Union will be given three (3) days' notice of any disciplinary meeting or any meeting that has a prospect of becoming disciplinary. Such notice shall be in writing, shall contain 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. Employees are entitled to be heard at such meetings. A copy of any disciplinary letter shall be provided to the Employee and the Union within three (3) days of such a meeting. The Employee may submit a written response to any disciplinary letter, and the Employee's response shall be appended to the letter.
- X5.05** The University recognizes that an oral reprimand or a written warning should precede suspension or discharge, except in the case of gross neglect of duty, position abandonment, or gross misconduct, and that an Employee shall be given a set and reasonable time period in which to demonstrate the required sustained improvement in the area of concern.
- X5.06** It is agreed that any disciplinary letter within an Employee's Employment File shall be deemed null and void after the completion of two (2) terms of employment or a twelve (12) month period from the date of the letter and provided that no further discipline has been recorded within the period noted above. Such letter(s) shall be removed from the file by the University at the end of the period noted above. All disciplinary letters will be automatically removed from an Employee's file at the completion of their degree.

**Add New Article on Employment File**

**ARTICLE X6: EMPLOYMENT FILE**

- X6.01** Upon request, Employees shall have the right, normally within two (2) days, to consult their Employment File in the presence of a representative of the University, and, if they so wish, a representative of the Union. Employees have the right to review their Employment File no more than once per Academic Term.
- X6.02** An Employee's Employment File shall be kept separate from their academic records.

**Add New Article on Holidays**

**ARTICLE X7: HOLIDAYS**

- X7.01** No Employee shall be required to work on the following holidays:

**New Year's Day  
Alberta Family Day  
Good Friday  
Victoria Day  
Canada Day  
Heritage Day (currently 1st Monday in August)  
Labour Day  
National Day for Truth and Reconciliation  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day**

**or any other holiday declared by the University, including the December closure period, or the Employment Standards Code, as amended from time to time.**

- X7.02** No Employee shall be required to work on a Saturday or a Sunday attached to any one of the twelve (12) holidays specified in Article X7.01.
- X7.03** In consultation with the Employee's Appointing Administrator, and with at least one (1) month's advance notice, an Employee shall be entitled to reschedule assigned hours of work without a loss in pay to observe holidays of the Employee's religion other than those specified in X7.01.

**Add New Article on Technological Change**

**ARTICLE X8: TECHNOLOGICAL CHANGE**

- X8.01** When the University introduces new technology (equipment or material) 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. In all cases, the University will provide not less than thirty (30) days' notice.
- X8.02** During the notice period, the University will consult with the Union on the implications of the technological change, where both parties will make every effort to avoid or minimize adverse effects on the Employee(s). The University shall also provide the affected Employee(s) with necessary training on the new technology, at the University's expense, with a view to avoiding or minimizing the impact on the working conditions, income, and/or security of employment of any Employee(s). All hours spent in training shall be considered time worked.

**Delete Schedule C and replace with New Article on Parking**

**ARTICLE X9: PARKING**

- X9.01** The University recognizes that those graduate students, who are properly designated as academically employed at the University under this Agreement, should have access to parking services appropriate for University employment status.
- X9.02** The University shall reserve seventy-five (75) parking spaces each year for the exclusive use of Employees under this agreement.

**Add New Article on Academic Freedom**

**ARTICLE X10: ACADEMIC FREEDOM**

- X10.01** The unimpeded search for knowledge and its free exposition are vital to the University 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.
- X10.02** All Employees shall have:
- a) freedom of discussion, freedom to criticize, including criticism of the University, 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.

**X10.03** 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.

**X10.04** Academic freedom does not confer legal immunity, nor does it diminish the obligation of Employees to meet their responsibilities to the University. Employees shall not be hindered or impeded in any way, by the University, from exercising their legal rights, nor shall they suffer any penalties because of the exercise of such legal rights.

**X10.05** Where agreed upon, 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. In such circumstances, Employees have the right to indicate in writing to their Coordinator, without prejudice, their concerns regarding content, structure, texts, and teaching methods.

#### **Add New Article on Training**

#### **ARTICLE X11: TRAINING**

**X11.01** The first appointment of an Employee shall include mandatory participation in a training program as determined by the University. This mandatory training program will include all legislatively required training and an introduction to relevant University policies and procedures. This mandatory training program shall count as hours in the fulfillment of the Employment contract and shall be recorded on the Assignment of Duties and Allocation of Hours Form (Appendix B).

**X11.02** Unit and course specific training, including training on laboratory supervision, shall be provided at the Unit level, shall count as hours in the fulfillment of the Employment contract, and shall be recorded on the Assignment of Duties and Allocation of Hours Form (Appendix B).

**X11.03** 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.

Add new article on Information

## **X12: INFORMATION**

- X12.01** The University agrees to provide the Union with a list of active Employees on October 1, November 1, February 1, March 1, June 1 and August 1. For each Employee, this list shall include the following: Employee identification number, name, program, degree, term of registration, international/domestic status, gender identity (when provided), e-mail address, hiring department, category of appointment (teaching, non-teaching, or research), Faculty, Department, name of Employment Supervisor, current course or research assignment, hours per term (GA Teaching and Non-Teaching), hours per week (GA Research), and remuneration (total salary for GA Teaching and GA Non-Teaching; hourly rate for GA Research). This information shall be provided in an electronic spreadsheet. In exceptional circumstances, the University will consider the request for an additional list to be provided to the Union.
- X12.02** By September 1<sup>st</sup>, January 2<sup>nd</sup>, May 1<sup>st</sup> of each year, the University shall provide the Union with a complete list of names and contact details of the Unit Heads. If a Unit Head changes during the intervening period, the University shall provide the Union with written notice of the change and updated contact details of the new Unit Head within ten (10) days of the change. The University shall publish and maintain the above list as a publicly and easily accessible page on the University web site. This public list shall include the date of the last revision.
- X12.03** The University shall provide the Union with University-wide written rules, policies and practices and amendments thereto affecting the working conditions of bargaining unit members. Introduction or amendment of any such rules, policies or practices shall be discussed at Joint Labour/Management Committee meeting prior to the introduction or amendment, and a written copy shall be provided to the Union within thirty (30) days of its implementation.
- X12.04** The Union shall provide the University with a list of the representatives of the GSA as well as any updates or changes to that list within ten (10) days of the change.
- X12.05** When a Collective Agreement has been signed, the University shall post a searchable PDF of the Collective Agreement on its website. The Employer shall arrange to have the Collective Agreement printed and will ensure that there will be enough hard copies of the Collective Agreement for two (2) copies per Unit.

**Add New Memorandum of Understanding  
Memorandum of Understanding**

**Between**

**The University of Lethbridge  
(hereafter “University”)**

**And**

**The University of Lethbridge of Graduate Student Association  
(hereafter “Union”)**

**Equity, Diversity, and Inclusion Survey and Action Plan**

The University and the Union have a joint interest in achieving Equity, Diversity, and Inclusion (EDI) in the workplace so that all Employees are treated with dignity and respect and are provided the opportunity to achieve their full potential.

Given that shared commitment to EDI, the parties agree that within sixty (60) calendar days of signing this Agreement, they will form an Ad Hoc EDI Committee (hereafter “The committee”) consisting of three (3) members chosen by the University and three (3) members chosen by the Union. Within sixty (60) days of the committee’s formation, the committee shall design and conduct a confidential EDI survey of Employees. The committee will follow best practices in designing and conducting the survey. The committee will survey factors including but not limited to the equity profile of the membership by Unit, experiences of systemic discrimination, and perceived obstacles to EDI at the University of Lethbridge.

The committee shall provide a report containing a recommended action plan for fostering EDI, based on the collated results of the EDI Survey, within sixty (60) calendar days of conducting the survey. The report shall be presented to the Presidents of the University and the Union.

Dated this [day] of [month], [year]

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For the University

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For the Union

## Add new Appendix A: Letter of Appointment



## APPENDIX A Letter of Appointment

[Enter name of academic unit]

[Enter date]

[Enter name]

[Enter address]

Dear [Enter name],

We are pleased to offer you an appointment as a graduate assistant (GA) in the [Enter Faculty] at the University of Lethbridge in accordance with the terms set out below. Should you accept this offer, your appointment will be governed by the Collective Agreement Governing Graduate Assistantships. The Agreement may be amended in accordance with terms of the Collective Agreement and such amendments are binding upon the University and the graduate assistant.

Type of Appointment(s): [Enter GA (Teaching), GA (Non-Teaching), or GA (Research)]

Term of Appointment(s): [Enter start and end date]

Rate of Pay: This appointment is for [Enter appointment length (e.g. two full graduate assistantships)], to be paid in installments at the end of each month that you are assigned work. Each full assistantship is worth [Enter salary amount of GA] for [Enter total hours] of work. This amount will be pro-rated for any contractual period specified otherwise. Vacation pay is included in this amount.

Assigned Hours: The total number of work hours assigned to you should be a total of [Enter hours] hours in the [Year] of your Academic Program. The appointment(s) will be allocated during the following Academic Term(s): [list terms and hrs/term]. 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.

Unit Head: The Unit Head is responsible for assigning you to an Employment Supervisor.

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

Reporting for GA: Once assigned to an Employment Supervisor by the Unit Head, you must report to your Employment Supervisor and confirm your graduate assistant duties by [Enter date]. Failure to report to your Employment Supervisor by this date may result in termination of your appointment without notice. Please discuss the possible renewal of your GA Research with your Employment Supervisor.

Assignment of Duties: In consultation with you, your Employment Supervisor will complete an Assignment of Duties and Allocation of Hours (Appendix B) form and submit it to the office of the Dean of the [Enter Faculty] for approval no later than:  
i) one day prior to the start of classes in the Fall term of work in the Fall term (work for Spring term may also be assigned at this time);  
ii) the second Wednesday in December for work in the Spring term by any continuing student;

- iii) one day prior to the beginning of the Spring term for any student beginning their program in January;
- iv) one week prior to the beginning of any Summer term, for work to be performed in that term.

Please note that these dates are subject to change; your Employment Supervisor will notify you of any changes in this regard.

If possible, please supply your Employment Supervisor with a copy of your past transcripts and/or CV to help them determine an appropriate assignment for you.

At the beginning of the term, your Employment Supervisor will meet with you to complete an *Assignment of Duties and Allocation of Hours Form* (refer to APPENDIX B 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. Your assignment will include either teaching, and related duties or non-teaching duties to support university initiatives. 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 or research duties.

It is the policy of the School of Graduate Studies to pay assistantships, in arrears, in monthly installments. However, given the nature of academic work, it may be necessary that your hours of work are not evenly distributed across the calendar year, and may be disproportionately concentrated in particular semesters, while not exceeding the stipulations for assigned hours indicated above.

The taxation of this employment income will be in accordance with Canada Revenue Agency regulations.

For further information of pertaining to the terms, rights, and responsibilities of graduate assistantships at the University of Lethbridge, please consult the *Graduate Students' Association Collective Agreement* at [www.uleth.ca/graduate-studies](http://www.uleth.ca/graduate-studies).

This offer, and the applicable *Graduate Students' Association Collective Agreement*, constitutes the entire contract for a graduate assistantship, or instructional agreement, exists between you and the University of Lethbridge except what is stated herein.

The return of one signed copy of this letter to the undersigned by [Enter yyyy/mm/dd] will constitute your acceptance of this offer.

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[Enter name (i.e. Dean, Chair, Assoc chair)]  
Unit Head

I accept this offer of appointment as set out in this letter. I understand that I can only work an average of 8 hours per week as a GA.

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Signature

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Date

Please return to [Enter name] in the office of the Dean of the [Enter Faculty] [Enter Faculty location] by [Enter yyyy/mm/dd].



**Add Appendix B: Assignment of Duties and Allocation of Hours Form**

**Appendix B: Assignment of Duties and Allocation of Hours  
for Graduate Assistantship**

<b>Department:</b>	<b>Employment Supervisor:</b>
<b>Course Code (if applicable):</b>	<b>Estimated Enrollment in Teaching Assistant (TA) section(s) (if applicable):</b>
<b>Course Title (if applicable):</b>	<b>Estimated Course Enrollment (if applicable):</b>
<b>Mandatory lab or tutorial: (circle)</b>  Yes / No	<b>Does this course require any TA training? (circle)</b>  Yes / No
<b>Start date:</b>	<b>End date:</b>

*Employment Supervisors should complete Sections I, II, and III in consultation with the Employee. Forms must be approved by Employment Supervisors, Employees, and Unit Heads by the end of the first week the appointment.*

**Section I - Training Requirements**

**Required?  
(Check)**

Training	Total Hours:
Professional Development	
Online Teaching Centre	
Health and Safety	
Tutorial/Lab Training	
Other (Specify)	
<b>Total Hours:</b>	

**Section II - Allocation of Hours Worksheet**

Responsibility/Activity: (include all expected duties)	Time per task:	Number of tasks:	Total time: xy

	<b>x</b>	<b>y</b>	
<b>Example: Marking exam 1 &amp; 2</b>	<b>Ex. 20 mins</b>	<b>Ex. 64</b>	<b>Ex. 21.33 hrs</b>
<b>Total Hours:</b>			

**Section III - Allocation of Hours Summary**

<b>Duties</b>	<b>Total Hours:</b>
Total Hours Section I	
Total Hours Section II	
<b>Total Hours:</b>	

Hours will not exceed the maximum 56hrs (½ GA Teaching or Non-Teaching) OR 112hrs (full GA Teaching or Non-teaching) for the specified Academic term.

Prepared by Employment Supervisor

Signature

Date

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**Approved by Unit Head**

**Signature**

**Date**

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**Accepted by Employee**

**Signature**

**Date**