

Proposals for a Collective Agreement

Between

The Graduate Students' Association of the University of Alberta

and

The University of Alberta

Non-Monetary Package

6 January 2022

INTRODUCTION

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

The GSA 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 GSA 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 GSA reserves the right to make proposals at a later date. In particular, the GSA 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 GSA 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, or Appendix, that article, clause, or Appendix shall be renewed.

The GSA 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 GSA will not engage in concessionary bargaining.

ARTICLE 2: DEFINITIONS

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.

ARTICLE 3: ASSOCIATION RECOGNITION

Amend Article 3.02 to read:

3.02 ~~The Board of Governors recognizes the President, GSA, and the Vice-President Labour, GSA, management and staff of the GSA, and Stewards designated in writing by the GSA as official representatives of the GSA. From September 1, 2020 until August 31, 2022, the number of Stewards will not exceed fifteen at any one time. The list of representatives will be sent to Faculty Relations on an annual basis and when changes to the list are made.~~ **The University shall not make with any Graduate Assistant a written or oral agreement that conflicts with the terms of this Collective Agreement.**

ARTICLE 4: TERM AND VARIATION OF THIS AGREEMENT

Delete Article 4.05:

~~4.05 A Graduate Assistant and their Graduate Assistantship Supervisor and Appointing Officer may agree to vary the terms of this Agreement, provided that such agreement:~~

~~(a) Is in the best interest of the Graduate Assistantship Supervisor and the Graduate Assistant; and~~

~~(b) Does not result in a rate of pay that is lower than the applicable rate stipulated in this Agreement; and~~

~~(c) The variation is documented by the Graduate Assistantship Supervisor and appended to the Graduate Assistant's Letter of Appointment; and~~

~~(d) The variation is approved by the Provost following consultation with the Vice-President Labour of the GSA.~~

ARTICLE 5: COLLECTIVE BARGAINING

Add new Articles 5.01 and 5.02 and renumber subsequent articles:

5.01 This Agreement shall be in effect from September 1, 2022 to August 31, 2025.

5.02 Either Party may, after October 1 of the year preceding of the expiry date of the Collective Agreement but in any event not less than sixty (60) days prior to expiry, give notice in writing to the other Party of its desire to bargain with a view to renewal or revision of the Collective Agreement.

ARTICLE 6: APPOINTMENTS

Amend Article 6.02.02 to read:

6.02.02 The Letter of Appointment will be signed by the Appointing Officer and acknowledged and signed by the Graduate Assistant. If the Graduate Assistant is being supported from restricted funds the Graduate Assistantship Supervisor will also sign the Appointment Letter. The signed Letter of Appointment shall be placed in the Graduate Assistant's Personal File and copied to the Graduate Assistantship Supervisor, the Graduate Assistant, and the GSA.

Amend Article 6.03 to read:

6.03 Amendment to Appointment

Any subsequent amendments to the Letter of Appointment must be in writing and signed by the Appointing Officer, the Graduate Assistantship Supervisor, and the Graduate Assistant no later than the end of the first week of the term. **An amended Letter of Appointment shall be placed in the Graduate Assistant's Personal File and copied to the Graduate Assistantship Supervisor, the Graduate Assistant, and the GSA.**

ARTICLE 7: SELECTION CRITERIA

Amend title to read: ELIGIBILITY AND SELECTION CRITERIA

Add new Article 7.01 and renumber subsequent articles:

7.01 Eligibility

7.01.01 A written commitment of funding as a Graduate Assistant for a defined duration over the course of a graduate student's graduate program may be given at the time a graduate student applicant is offered admission to the program.

7.01.02 Having once received an initial appointment(s) as a Graduate Assistant, the Graduate Assistant shall receive annually at least the equivalent appointment(s) or equal financial support for the duration defined in their letter of admission.

Amend existing Article 7.01 to read:

7.01±2 In cases where a GTA or GRA appointment cannot be filled within a department, departments ~~are encouraged to~~ shall advertise the assistantship opportunities outside the department or faculty, copying the GSA on all advertisements.

ARTICLE 8: GRADUATE TEACHING ASSISTANTS (INCLUDING PRINCIPAL INSTRUCTORS)

Add new Article 8.01 and renumber subsequent articles and adjust cross-references as appropriate:

8.01 At least thirty (30) days prior to the deadlines established in Article 6.01, Graduate Students who have completed at least one (1) GTA will be solicited for their input into course assignment preferences. Departments shall give GTA course assignment preferences due consideration. If a preferred course is not assigned, the department shall provide a rationale and shall endeavour to assign a course that aligns with the GTA's research interests and/or skill sets.

Amend existing Article 8.07 to read:

8.078 The Graduate Assistantship Supervisor and the GTA will meet at the start of the term to develop a work plan, a manageable schedule, to confirm expectations, and to complete a ~~Graduate Assistantship Time Use Guideline~~ **Assignment of Duties and Allocation of Hours Form** (Appendix C). The discussion should cover such issues as the amount of time to be spent on various aspects of the assignment (e.g. training, grading papers, course preparation, research, and related duties). **The completed Form shall be signed by the Graduate Assistantship Supervisor and the Graduate Assistant to acknowledge approval of the allocation of duties and hours specified in the Form. The signed Form shall be placed in the Graduate Assistant's Personal File and copied to the Graduate Assistantship Supervisor, the Graduate Assistant, and the GSA.**

Amend existing Article 8.18 to read:

8.1819 The total numbers of hours in combined appointments including a GRA and GTA shall normally not exceed ~~12~~ **twenty (20)** hours per week. Exceptions require agreement of the Graduate Assistant, the Graduate Supervisor, Appointing Officer, the GSA Vice-President Labour ~~(when appropriate)~~, and approval of the Provost (or designate).

Add new Article 8.22:

8.22 Excess Hours

8.22.01 All hours worked by a GTA in excess of the hours described in their Assignment of Duties and Allocation of Hours Form (Appendix C) shall be compensated at the GTA's hourly rate of pay. The hourly rate of pay shall be determined using the following equation: monthly stipend (award + salary) divided by four (4) (weeks) divided by hours/week worked.

ARTICLE 9: GRADUATE RESEARCH ASSISTANTS

Amend Article 9.07 to read:

9.07 The Graduate Assistant and Graduate Assistantship Supervisor will meet at the start of the GRA appointment to develop a work plan, a manageable work schedule, to confirm expectations, and to complete a ~~Graduate Assistantship Time Use Guideline~~ **Assignment of Duties and Allocation of Hours Form** (Appendix C). **The completed Form shall be signed by the Graduate Assistantship Supervisor and the Graduate Assistant to acknowledge approval of the allocation of duties and hours specified in the Form. The signed Form shall be placed in the Graduate Assistant's Personal File and copied to the Graduate Assistantship Supervisor, the Graduate Assistant, and the GSA.**

Amend Article 9.16 to read:

9.16 The total numbers of hours in combined appointments including a GRA and GTA shall normally not exceed ~~12~~ **twenty (20) hours per week**. Exceptions require agreement of the Graduate Assistant, the Graduate Supervisor, Appointing Officer, the GSA Vice-President Labour ~~(when appropriate)~~, and approval of the Provost (or designate).

Add new Article 9.20:

9.20 Excess Hours

9.20.01 All hours worked by a GRA in excess of the hours described in their Assignment of Duties and Allocation of Hours Form (Appendix C) shall be compensated at the GRA's hourly rate of pay. The hourly rate of pay shall be determined using the following equation: monthly stipend (award + salary) divided by four (4) (weeks) divided by hours/week worked.

ARTICLE 10: GRADUATE RESEARCH ASSISTANT FELLOWSHIPS

Amend Article 10.05 to read:

10.05 There are no working hours attached to a GRAF. A graduate student can hold a GRAF and also be appointed as a GRA and/or GTA up to a maximum of ~~12~~ **twenty (20)** hours per week.

Add new Article 10.06:

10.06 A graduate student holding a GRAF shall not perform duties of a GTA, a GTA-PI, or GRA as a part of their GRAF duties.

ARTICLE 11: REMUNERATION

Amend Article 11.04 to read:

11.04 **a) The minimum rate of the stipend is negotiated as part of the collective bargaining process. For a GTA and GRA, the award component is a fixed rate based on any change in the graduate fee index. In determining a Graduate Assistant's stipend, factors such as merit, seniority, experience, and market influence should be considered.**

b) The parties agree that the full amount of any percentage increase negotiated by the parties shall result in a real increase of that percentage to the stipend received by the Graduate Assistant from the University. For clarity, the stipend for Graduate Assistants receiving more than the minimums prescribed by Appendix B shall increase by the negotiated percentage. There shall be no clawbacks to other funding received from the University as a result of negotiated increases to the stipend.

Add new Article 11.09:

- 11.09** GTAs and GRAs shall receive four percent (4%) of salary in lieu of vacation as vacation pay. This amount is not included in the Graduate Assistant's base salary. It shall be added to the Graduate Assistant's bi-weekly salary and shall be identified as a separate line item on the Graduate Assistant's pay statement.

ARTICLE 12: PERFORMANCE EVALUATION

Amend Article 12.01 to read:

- 12.01 Where a GTA or GRA's performance is satisfactory, Graduate Assistantship Supervisors may provide Graduate Assistants with written performance appraisals **at least ten (10) days prior to expiry of the appointment.** With the approval of the Department Chair, these appraisals may be placed in the Graduate Assistant's ~~department file~~ **Personal File**. A Graduate Assistant is entitled to provide written feedback to a performance appraisal, which will also be placed in the Graduate Assistant's department file. The Department Chair (or designate) will acknowledge receipt of the response, in writing. **If a Graduate Assistantship Supervisor does not provide a performance appraisal in accordance with this Article, the Graduate Assistant's performance will be deemed to have been satisfactory.**

ARTICLE 13: VACATIONS

Amend title to read: VACATIONS FOR GRADUATE ASSISTANTS HOLDING GRAFS

Amend Article 14.01 to read:

- 14.01 Graduate Assistants **holding GRAFs** are entitled to one week of vacation leave without a reduction in pay **from their GRAF** for each four-month University Term (i.e. September 1 to December 31, January 1 to April 30, May 1 to August 31).

Amend Article 14.03 to read:

- 14.03 Graduate Assistants may ~~not~~ carry forward unused vacation time from one four-month University term to another **for up to three University terms.**, ~~without the advance written consent of the Appointing Officer, the Graduate Supervisor and all~~

~~relevant Graduate Assistantship Supervisors. In some cases, vacation carry forward may not be allowed based on the funding source.~~

Delete Article 14.05:

~~14.05 — There is no vacation pay on contract expiry or termination in lieu of vacation time not taken.~~

ARTICLE 22: SAFETY, HEALTH AND WELLNESS

Add new Article 22.01.02 and 22.01.03:

22.01.02 There shall be no discrimination or harassment against or by any Graduate Assistant.

22.01.03 A Graduate Assistant alleging that they have been personally harassed or discriminated against may file a complaint in accordance with the University's Discrimination and Harassment Policies and Procedures and/or may file a grievance in accordance with Article 24.03. The timeline for initiating a grievance under this article shall be up to 12 months after the event(s) giving rise to the matter.

ARTICLE 23: DISCIPLINARY MATTERS RELATED TO EMPLOYMENT

Add new Article 23.04:

23.04 It is agreed that any disciplinary letter within a Graduate Assistant's Personal File shall be deemed null and void after completing the lesser of two (2) Graduate Assistantships over two (2) terms 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. If the Graduate Assistant does not have any further appointments during their program the letter will be automatically removed from their file at the completion of their degree.

Add New Article on Management Rights

ARTICLE X1: Management Rights

- X1.01** The GSA recognizes that the management of the University is fixed exclusively with the University and shall remain solely with the University except as specifically limited by the express provisions of this Agreement.
- X1.02** 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.
- X1.03** By September 1 of each year, the University will make available to all persons who administer the Collective Agreement a workshop on the provisions of this Collective Agreement. The University shall consult with the GSA through the Joint Labour/Management Committee as to what topics may be appropriate to emphasize in the workshop.

Add New Article on GSA Representatives and Activities

Article X2 – GSA Representation and Activities

- X2.01** The University agrees that no Graduate Assistant or group of Graduate Assistants shall undertake to represent the GSA to the University without proper authorization of the GSA.
- X2.02** The University recognizes the right of every Graduate Assistant to participate in any official activities of the GSA, and it shall not interfere with this right.
- X2.03** A GSA representative shall be entitled to up to thirty (30) minutes to provide an overview of the role of the GSA at any University-wide orientation event involving Graduate Assistants. A GSA representative shall be entitled to participate and provide a fifteen (15) minute overview of the role of the GSA at any Department orientation event at which Graduate Assistant responsibilities may be discussed. Departments shall notify the GSA by every August 15th, December 15th, and April 15th whether or not they are having an Orientation session where a GSA representative could be present.
- X2.04** When in the course of negotiating or administering this Collective Agreement, a Graduate Assistant representative acting in an official capacity for the GSA 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 Graduate Assistant's duties.

- X2.05** If it is necessary for a Graduate Assistant to leave their work duties to perform GSA duties, they shall first receive approval from their Graduate Assistantship Supervisor. Such approval shall not be unreasonably denied.
- X2.06** Upon written application by the GSA, the University will grant leave of absence without pay to Graduate Assistants elected or appointed to represent the GSA at labour conferences or conventions.

Delete Article 5.08 and Add New Article on No Strikes and No Lockouts

~~5.08 — The parties agree that there shall be no strike or lockout during the term of this Agreement.~~

Article X3 – No Strike/No Lockout Provision

- X3.01** The GSA agrees that there will be no strike or full or partial withdrawal of services during the term of this Agreement.
- X3.02** The University agrees that there will be no lockout during the term of this Agreement.
- X3.03** Where individuals in a labour dispute, other than those in the bargaining unit, engage in a strike and maintain picket lines, and where members of the bargaining unit could suffer personal harm, the University will endeavour to safeguard such members.
- X3.04** 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 X4 – Joint Labour/Management Committee

- X4.01** The GSA 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.

- X4.02** 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 GSA.
- X4.03** 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.
- X4.04** 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 GSA shall advise each other of anticipated trends or policy changes which may have a major impact on the bargaining unit.
- X4.05** Consistent with this Article, the Appointing Officer and the appropriate GSA representative are encouraged to meet to discuss any general concerns which may exist relative to the working conditions within a Department.
- X4.06** If unforeseen circumstances are likely to impact working conditions of Graduate Assistants, 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 Graduate Assistants. Emergency meetings convened under this Article shall not count towards the minimum meeting requirements prescribed by Article X4.03.

Add New Article on Services and Facilities

Article X5 – Services and Facilities

- X5.01** The University agrees that the GSA will be provided access to space on existing bulletin boards for the posting of official GSA notices in Departments with Graduate Assistants.
- X5.02** The University agrees that the GSA 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 GSA business with its members and University representatives. Furthermore, the GSA may use the University's external postal services. The University agrees that the GSA's or its officers' communications with the membership will not be monitored or surveilled.

- X5.03** The University agrees to provide the Labour Relations Committee of the GSA with office space in an appropriate and central location on campus.
- X5.04** The University shall assist the GSA in locating suitable meeting rooms at standard internal user rates as required for GSA business, provided reasonable notice is given and space is available.
- X5.05** The GSA shall have access to the following additional services of the University at standard internal user rates: telephone services, audio-visual services, reprographic services, internet access, and web page access, subject to the protocols determined by the University for internal users.
- X5.06** Upon request from the GSA, the University will provide Visitor Parking Passes for use by PSAC representatives on official GSA business.

Add New Article on Personal Files
Article X6 – Personal File

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

Subject to agreement on X6, replace references to "Departmental File" throughout the Agreement with "Personal File."

Add New Article on Union Security

Article X7 – Union Security

- X7.01** During the term of this Agreement, the University will deduct from the wages of Graduate Assistants covered under this Agreement, an amount equal to the bi-weekly membership dues as certified to the University by the GSA. The University shall remit the amount deducted to the GSA twice monthly during the pay period in which deductions were made. With each remission, the University shall provide the GSA with an electronic spreadsheet containing a unique identification number for each Graduate Assistant, name, identification, employment status, job title, current appointment start date, current appointment end date, department name, faculty, compensation rate, dues amount, and email address. Other details may be added to the spreadsheet by agreement between the University and GSA.
- X7.02** For the purpose of applying Clause X7.01, deductions from pay for each Graduate Assistant of each biweekly period will start with the first pay period to the extent that earnings are available.
- X7.03** The University shall provide a statement of Union dues deducted for each calendar year on the Graduate Assistant's T4 statement.
- X7.04** The GSA must provide at least thirty (30) days' notice of any change in the membership dues.
- X7.05** The GSA agrees to indemnify and save the University harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the University and such claim or liability would be limited to the amount actually involved in the error.

Add New Article on Information

Article X8: INFORMATION

- X8.01** The University agrees to provide the GSA with a list of active Graduate Assistants on the first day of each month. This list shall include the Graduate Assistant's:
- a) identification number;
 - b) name;
 - c) graduate program;
 - d) degree;
 - e) date of initial registration in the graduate program;
 - f) international/domestic status;
 - g) gender identity (as may be identified by the member);

- h) e-mail address;
- i) hiring department;
- j) disaggregated information for each contract (GTA, GTA-PI, GRA, and GRAF) including:
 - a. name of Graduate Assistantship Supervisor;
 - b. current course assignment (where applicable);
 - c. total hours per contract;
- k) individual compensation, including award and total disaggregated stipend including:
 - a. the minimum salary;
 - b. all supernumerary amounts awarded for merit, seniority, market influence, and performance; and
 - c. the total stipend plus supernumerary amounts as an hourly rate.
- l) total approved hours worked in excess of contract hours (where applicable)

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 GSA.

- X8.02 By September 1st, January 2nd, May 1st of each year, the University shall provide the GSA with a complete list of names and contact details of the Appointing Officers. If an Appointing Officer changes during the intervening period, the University shall provide the GSA with written notice of the change and updated contact details of the new Appointing Officer 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.
- X8.03 The University shall provide the GSA 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 Vice-President, Labour, GSA within thirty (30) days of its implementation.
- X8.04 The GSA 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.
- X8.05 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 2 copies per Department.

Add New Article on Holidays
Article X9 – HOLIDAYS

X9.01 No Graduate Assistant 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 or holiday period declared by the University or the Employment Standards Code, as amended from time to time.

X9.02 No Graduate Assistant shall be required to work on a Saturday or a Sunday attached to any one of the eleven (12) holidays specified in Article X9.01.

X9.03 In consultation with the Graduate Assistant's Appointing Officer, and with at least one (1) month's advance notice, a Graduate Assistant shall be entitled to reschedule assigned hours of work without a loss in pay to observe holidays of the Graduate Assistant's religion other than those specified in X9.01.

Add New Article on Training
Article X10: TRAINING

X10.01 The first appointment of a Graduate Assistant 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 C).

X10.02 Department and course specific training, including training on laboratory

supervision, shall be provided at the Department 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 C).

- X10.03** Where the University requires that a Graduate Assistant attend training, the Graduate Assistant will be provided with timely, advance notice of the scheduling, location, and time requirement for the training.

Add New Article on Workplace Accommodation

Article X11: WORKPLACE ACCOMMODATION

- X11.01** The University and the GSA agree to take a collaborative approach to supporting ill, injured, and/or disabled Graduate Assistants. Graduate Assistants will participate in an accommodation program, if possible, in light of their medical condition. The Program is focused on the coordinated efforts of the individual, their physician, their supervisor and the Human Resources Office. Individuals attending meetings regarding their accommodation program may be accompanied by a representative of the GSA.
- X11.02** The University reserves the right to require medical certification of illness, injury, and or/disability by a qualified physician. The University may request an additional medical certification of the illness, injury, or disability and/or medical examination by a second qualified physician to be chosen from a list which has been agreed to by the GSA and the University. Any cost associated with the medical certifications will not be at the Graduate Assistant's expense. All medical information will go to the Human Resources Office and is kept confidential. The Human Resources Office will inform the Graduate Assistant Supervisor about the accommodations required.

Add New Article on Safe Disclosure

Article X12: Safe Disclosure

- X12.01** Any Graduate Assistant who in good faith reports a suspected or actual violation of law, regulation, University policy or procedure, or ethical or professional standards, will be protected from retaliation as a result of such reporting, regardless of whether or not, after investigation, a violation is found to have occurred.
- X12.02** No member of the University community shall discharge, demote, suspend, threaten, harass, or discriminate against a Graduate Assistant for making a *bona fide* report. This protection extends to each individual who, with *bona fide* reasons

to believe the veracity of information of which they are aware, provides that information in relation to an investigation of a report by an Graduate Assistant.

X12.03 Individuals who knowingly make false allegations may be subject to the appropriate disciplinary action.

Add New Article on Outside Activities

Article X13: Outside Activities

X13.01 Accepting an appointment as a Graduate Assistant shall not restrict a Graduate Assistant from engaging in any activity outside the University, as long as the Graduate Assistant does not represent themselves as acting on behalf of the University. However, nothing shall prevent the Graduate Assistant from stating the nature of their relationship with the University.

X13.02 Graduate Assistants shall be free to engage in any other activities outside working hours, provided that no Graduate Assistant shall exploit their connection with the University in the course of such activities without permission.

X13.03 Graduate Assistants on International Student Visas are advised to review their study permits and/or consult with Immigration, Refugees and Citizenship Canada before engaging in outside employment activities.

Add New Article on Leave for Traditional Indigenous Practices

Article X14: Leave for Traditional Indigenous Practices

X14.01 Every Graduate Assistant who self-identifies as an indigenous person shall be granted a paid leave of absence of up to five (5) days in every calendar year to engage in traditional practices, including:

- a) Hunting;
- b) Fishing;
- c) Harvesting; and
- d) Ceremonial practices

X14.02 The leaves of absence may be taken in one or more periods.

X14.03 A Graduate Assistant requesting Leave for Traditional Indigenous Practices shall make their request to their Graduate Assistantship Supervisor no later than ten (10) days before the proposed leave. Leave requests shall not be unreasonably denied.

Add New Article on Leave for Labour Conferences, Conventions, and Union Training
Article X15: Leave for Labour Conferences, Conventions, and Union Training

X15.01 Subject to operational requirements, the University shall grant a leave of absence without pay to up to ten (10) Graduate Assistants at one time and a maximum of twenty (20) Graduate Assistants per contract year who may be elected or selected by the GSA to attend labour conferences or conventions. Subject to operational requirements, the University shall grant a leave of absence without pay, not to exceed ten (10) hours per term, to five (5) GSA representatives who are attending a union training session which is directly applicable to this Agreement. At least ten (10) days' notice must be provided to the Graduate Assistantship Supervisor, and the Graduate Assistant must endeavour to arrange to exchange their duties or for another qualified individual to substitute for them.

Add New Article on Academic Conference Leave
Article X16: Academic Conference Leave

X16.01 Subject to the approval of the Graduate Assistantship Supervisor and supported by a copy of the invitation to make a presentation as part of an academic conference relevant to the Graduate Assistant's discipline, a Graduate Assistant shall be granted Conference Leave with pay not to exceed five (5) consecutive days. Conference Leave may only be taken once between September 1 and the following August 31. Such a Graduate Assistant must endeavour to arrange to exchange their duties or for another qualified individual to substitute for them.

Add New Article on Domestic Violence Leave
Article X17: Domestic Violence Leave

X17.01 Graduate Assistants are entitled to ten (10) days of paid Domestic Violence Leave, as defined in the Employment Standards Code, per calendar year.

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

Between

The University of Alberta

And

Graduate Students' Association of the University of Alberta

Equity, Diversity, and Inclusion Survey and Action Plan

The University of Alberta and the GSA have a joint interest in achieving Equity, Diversity, and Inclusion (EDI) in the workplace so that all Graduate Assistants 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 GSA. Within sixty (60) days of the committee's formation, the committee shall design and conduct a confidential EDI survey of Graduate Assistants. 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 Department, experiences of systemic discrimination, and perceived obstacles to EDI at the University of Alberta.

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 President of the University and the VP Labour, GSA.

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

For the University

For the GSA

Delete Existing Appendix C and replace with the following (adjust references throughout the collective agreement to reflect change in title):

**Appendix C:
Assignment of Duties and Allocation of Hours Form**

This form must be completed by the Graduate Assistantship Supervisor and Graduate Assistant by the end of the first week of the appointment. This does not replace the requirement for a Letter of Appointment. The purpose of this form is to record the number of hours necessary to complete the assigned duties and to assure that the required duties can be performed within the assigned hours. Note: a Graduate Teaching Assistant and a Graduate Research Assistant performing duties which are not directly related to their own research cannot work more than 192 hours in a four- month term (average of 12-hours per week) regardless of the number of teaching and/or research assistantship appointments held.

Name of Student:	Department:	
Graduate Assistantship Supervisor:	Type of Appointment (circle one): GTA/GTA-PI/GRA/GRAF	Total Hours:
Course Code (if applicable):	Estimated Enrollment in section(s) (if applicable):	
Course Title (if applicable):		
Mandatory lab or tutorial: (circle) Yes / No	Does this appointment require any training? (circle) Yes / No	
Start date:	End date:	

Graduate Assistantship Supervisors and Graduate Assistants shall complete Sections I, II, and III by the end of the first week the appointment.

Section I - Training Requirements

**Required?
(Check)**

Training	Total Hours:
Departmental training	
Health and Safety	

Tutorial/Lab Training	
Other (Specify)	
Total Hours:	

Section II – Duties/Activity and Allocation of Hours

Duties/Activity: (include all expected duties/activities)	Time per task: x	Number of tasks: y	Total time: xy
Examples: Marking exam, literature searches, office hours	Ex. 20 mins	Ex. 64	Ex. 21.33 hrs
Total Hours:			

Section III - Allocation of Hours Summary

Duties	Total Hours:
Total Hours Section I	

Total Hours Section II	
Total Hours:	

Graduate Assistantship Supervisor

Signature

Date

Graduate Assistant

Signature

Date

Original: Personal File

Copies: Graduate Assistantship Supervisor, Graduate Assistant, and GSA