

**GRADUATE STUDENT ASSISTANTSHIP
COLLECTIVE AGREEMENT**

**BETWEEN THE
GRADUATE STUDENTS' ASSOCIATION**

(The "GSA")

AND

**UNIVERSITY OF ALBERTA BOARD OF GOVERNORS
(The "Board")**

September 1, 2022 to August 31, 2024

The University of Alberta respectfully acknowledges that it is located on Treaty 6 territory.

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PREAMBLE

The Board of Governors (the “Board”) and the Graduate Students’ Association (the “GSA”) are the parties to this Agreement. The Board and GSA recognize their common interest:

- To attract, develop, support and retain high quality graduate students;
- To recognize the dignity and worth of graduate students by establishing fair, clear and consistent terms of employment for Graduate Assistants, and by providing appropriate and secure remuneration consistent with their employment responsibilities;
- To encourage understanding and consistent application of the rights, entitlements and obligations contained in this Agreement;
- To foster collaborative relations between Graduate Assistants and their Graduate Assistantship Supervisors, and between representatives of the Board and GSA;
- To allow for variation in the terms of this Agreement and flexibility in its application where appropriate;
- To provide for effective and timely resolution of any differences between the parties arising from the interpretation, application or operation of the Agreement.
- To create and maintain a work environment that is free of discrimination and harassment.

ARTICLE 1: PURPOSE AND SCOPE OF THIS AGREEMENT

- 1.01 This Agreement describes the terms and conditions that apply to the employment of Graduate Assistants by the University of Alberta.
- 1.02 This Agreement is binding on the Board and its representatives, the GSA and its representatives, and graduate students holding Graduate Assistantships.
- 1.03 The terms and conditions of this Agreement apply solely to the appointments of graduate students as a Graduate Teaching Assistant, Graduate Research Assistant, or Graduate Research Assistantship Fellowship, and to no other form of graduate funding.
- 1.04 This Agreement does not restrict graduate students from holding Graduate Assistantships with scholarships, provided that the eligibility requirements of the scholarship do not prohibit holding a Graduate Assistantship.
- 1.05 If a conflict arises between this Agreement and the requirements of a funding agency, the requirements of the funding agency will apply.

ARTICLE 2: DEFINITIONS

- 2.01 “**Agreement**” means this Collective Agreement.
- 2.02 “**Appointing Officer**” means the Dean, Department Chair, or Associate Chair (Graduate) responsible for appointing the Graduate Assistant.
- 2.03 “**Associate Chair (Graduate)**” means the faculty member with designated responsibility for the graduate program.
- 2.04 “**Dean, FGSR**” means the Vice-Provost and Dean of the Faculty of Graduate Studies and Research, or designate.
- 2.05 “**Department**” means an administrative unit, department or non-departmentalized faculty offering a graduate program, or an extra-departmental graduate program.
- 2.06 “**Department Chair**” means the administrative head of a Department.

- 2.07 “**Graduate Assistant**” or “**Graduate Assistantship**” means the appointment of a graduate student as a Graduate Research Assistant, a Graduate Teaching Assistant, or to a Graduate Research Assistantship Fellowship.
- 2.08 “**Graduate Assistantship Supervisor**” means the person responsible for the supervision and coordination of the duties performed by the graduate student under the Graduate Assistantship.
- 2.09 “**Graduate Student**” means any student registered full-time or part-time in a thesis or course-based program in the Faculty of Graduate Studies and Research at the University of Alberta.
- 2.10 “**Graduate Supervisor**” means the faculty member who is directly responsible for the supervision of a graduate student’s academic program.
- 2.11 “**Letter of Appointment**” means the contract between the Graduate Assistant and the University.
- 2.12 “**President, GSA**” means President of the Graduate Students’ Association, or designate.
- 2.13 “**Provost**” means the Provost and Vice-President (Academic), or designate.
- 2.14 “**Restricted Funds**” means external research grants, endowments, donations or funding that require the funds be used in a specific way or for a specific purpose, and are so designated by the University of Alberta.
- 2.15 “**Scholarship**” means a grant or payment made to support a graduate student’s education, awarded on the basis of defined academic or other criteria set out in the terms of reference of the scholarship.
- 2.16 “**University Terms**” means the three terms in the academic year as defined in the University of Alberta 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).
- 2.17 “**Vice-President Labour, GSA**” means Vice-President Labour of the Graduate Students’ Association, or designate.

ARTICLE 3: ASSOCIATION RECOGNITION

- 3.01 The Graduate Students’ Association, under the Labour Relations Code, has the exclusive authority, on behalf of graduate students, to negotiate and enter into an agreement with the Board of Governors with respect to the academic employment of graduate students.
- 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. The list of representatives will be sent to Faculty Relations on an annual basis and when changes to the list are made.
- 3.03 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.
- 3.04 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.
- 3.05 A GSA representative will contact the Department for the dates of Graduate Assistant Orientation. The GSA representative will be provided with fifteen (15) minutes to present an overview of the role of the GSA.

ARTICLE 4 MANAGEMENT RIGHTS

- 4.01 All functions, rights, powers and authority which the University has not specifically abridged, delegated, or modified by this Agreement are retained by the University and will be exercised in a fair and reasonable manner.

ARTICLE 5 JOINT LABOUR/MANAGEMENT COMMITTEE

- 5.01 The parties recognize the importance of harmonious relationships achieved through joint problem solving. The parties agree to a Joint Labour/Management Committee.
- 5.02 The Committee will review matters of mutual interest arising from the application of the collective agreement. The Committee will not deal with issues which are appropriately addressed through the Article 34 Dispute Resolution Process or Article 33 Collective Bargaining.
- 5.03 The Committee will comprise an equal number of University and GSA representatives, with each appointing a minimum of two and a maximum of four Committee members.
- 5.04 The parties shall meet for a minimum of one (1) time per term at a mutually agreeable time. At the meetings each party will designate its own representative to act as a joint chairperson and the two persons shall alternate in presiding over meetings.

ARTICLE 6: APPOINTMENTS

6.01 Notification of Appointment

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

<u>Graduate Assistantship Beginning</u>	<u>Deadline</u>
September (Fall Term)	July 1
January (Winter Term)	Nov 1
May (Spring/Summer Term)	April 1

6.02 Letter of Appointment

- 6.02.01 The appointment of a Graduate Assistant will be made by the Appointing Officer following a recommendation by the Graduate Assistantship Supervisor. The appointment of a Graduate Assistant shall be evidenced by the Letter of Appointment, following the required template outlined in Appendix A of this Agreement. The Letter of Appointment constitutes the entire formal appointment between the Graduate Assistant and the University.
- 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. Copies of the signed Letter of Appointment will be sent to the Graduate Assistant.
- 6.02.03 In the event that a Letter of Appointment to a Graduate Assistant is not provided by the applicable date, an offer of appointment made and accepted by e-mail will be considered binding provided that it is compliant with the provisions of this Agreement.

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. Copies of the amended Letter of Appointment will be sent to the Graduate Assistant.

6.04 Termination of Appointment

- 6.04.01 An appointment will not be terminated without just cause and written justification. The allocation of Graduate Assistantships to graduate students commencing programs will not be considered as cause and justification for the termination or reduction of appointments to continuing full-time graduate students.

Examples of just cause include but are not limited to:

- i) the graduate student's registration status changes in a way that makes them ineligible for the renewed Graduate Assistantship;

- ii) the graduate student fails to perform to published departmental or Faculty standards in their Graduate Assistantship duties.
- iii) the graduate student's academic status changes in a way that makes them ineligible for the renewed Graduate Assistantship, for example through failure to perform to published departmental or Faculty standards.

Before making a decision to terminate for just cause, the Graduate Assistantship Supervisor shall consult with Faculty Relations.

- 6.04.02 Notwithstanding Article 6.04.01 iii), in situations where the graduate student is placed on academic probation, the Graduate Assistantship Supervisor, following consultation with the Associate Chair (Graduate), may at their discretion, offer a further Graduate Assistantship appointment.
- 6.04.03 An appointment will not be terminated where the Graduate Assistantship can no longer be funded through restricted funds. The Graduate Assistantship Supervisor will notify the Department Chair. The Department will be responsible for providing funding to the graduate student at a level equivalent to the original Graduate Assistantship appointment.

ARTICLE 7: SELECTION CRITERIA

- 7.01 In cases where a GTA or GRA appointment cannot be filled within a department, departments are encouraged to advertise the assistantship opportunities outside the department or faculty. Departments are encouraged to share a copy of the advertisement with the GSA.
- 7.02 Departments will follow documented criteria in selecting graduate students for a Graduate Assistantship or Graduate Research Assistantship Fellowship. The selection criteria will be published by the department and will be readily accessible to all graduate students in the department.
- 7.03 Questions relating to the application of selection criteria should be directed to the Department Chair.
- 7.04 Academic qualifications and relevant training and experience for the teaching and research duties are the primary selection criteria. Financial need and immigration status may be considered, but will not be used in place of the primary selection criteria.

ARTICLE 8: GRADUATE TEACHING ASSISTANTS (INCLUDING PRINCIPAL INSTRUCTORS)

- 8.01 The duties of a Graduate Teaching Assistant (GTA) are primarily in support of teaching and teaching related duties. Such duties may include, but are not limited to: preparing and conducting seminars, discussion groups and laboratory sessions to supplement lectures; maintaining regular office hours to meet with students; assisting in the preparation and administration of examinations; and grading examinations, term papers and laboratory reports. The duties of a GTA are to help prepare the Graduate Assistant for further academic and professional opportunities. In view of this, GTA functions shall not include routine duties commonly associated with clerical, technical, or administrative work not directly related to instructional activities.
- 8.02 Principal Instructors are appointed as GTAs but are the primary instructor for a course. Duties may include lecturing, course and lecture planning, preparing assignments and examinations, and other related work. Principal instructors may also be responsible for grading if the course does not receive funding for a GTA. To reflect these responsibilities GTA-PIs are paid at a higher rate (Appendix B).
- 8.03 GTAs (including Principal Instructors) are funded solely by unrestricted (operating) funds.
- 8.04 The duties of a GTA are performed under the supervision and direction of a Graduate Assistantship Supervisor using published departmental guidelines.

- 8.05 The relationship between the Graduate Assistantship Supervisor and GTA is an employment relationship.
- 8.06 Departments will ensure GTAs are trained for the duties to be performed and will include the training as part of the Graduate Assistantship, including training in the proper operation of equipment and relevant technology. If the Graduate Assistantship Supervisor believes that a GTA needs additional specific skills, the Graduate Assistantship Supervisor may allocate up to three hours per week of the Graduate Assistantship for training. Any costs associated with this additional training will be the responsibility of the Department.
- 8.07 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 (Appendix C). The discussion should cover such issues as the amount of time to be spent on various aspects of the assignment and identify vacation dates (e.g. training, grading papers, course preparation, research, and related duties).
- 8.08 The Graduate Assistantship Supervisor and the GTA are encouraged to meet on a regular basis during the term to review the Graduate Assistantship Time Use Guideline (Appendix C). The GTA will provide their Graduate Assistantship Supervisor with the total hours they have worked to date and their progress on the initial work plan to determine whether any changes to the initial work plan, schedule and/or expectations are required.
- 8.09 At the request of the GTA, an official representative of the GSA may attend the meeting. Should a GSA representative be attending the meeting, prior notice shall be provided to Graduate Assistantship Supervisor and Faculty Relations. Prior notice should be sufficient to allow Faculty Relations to attend the meeting.
- 8.10 Should a GTA or the GSA have concerns regarding the outcome of the meeting in 8.07 or 8.08, or concerns about the number of hours worked on any of the activities on the Graduate Assistantship Time Use Guideline (Appendix C), they will request a meeting with the Graduate Assistantship Supervisor and Faculty Relations. Such meeting will be held as soon as possible.
- 8.11 In the event that the GTA or the GSA does not agree with the outcome of the meeting in 8.10, the GSA and Faculty Relations will work with their respective parties in an effort to seek resolution.
- 8.12 The GTA shall not be subject to any disciplinary action or retaliation for raising any concerns pursuant to this Article.
- 8.13 The GTA will be expected to dedicate a higher proportion of their work time during mid-term examinations and during the final week of the University term. The Graduate Assistantship Supervisor will work with the GTA to take into account the GTA's academic commitments.
- 8.14 The Graduate Assistantship Supervisor will ensure the GTA receives appropriate supervision over the term of the Graduate Assistantship.
- 8.15 The GTA will be provided with work space, access to areas of work and support services comparable to instructors performing similar duties. GTAs will receive copies of course materials for assigned courses.
- 8.16 The hours of work of a GTA who is registered full-time in a graduate program will not exceed an average of 12 hours per week and a total of 192 work hours over a four-month term, exclusive of vacation entitlement.
- 8.17 The hours of work of a GTA who is registered part-time in a graduate program will not exceed an average of six hours per week and a total of 96 work hours over a four-month term, exclusive of vacation entitlement.
- 8.18 The total numbers of hours in combined appointments including a GRA and GTA shall normally not exceed 12 hours per week. Exceptions require agreement of the Graduate Assistant, the Graduate Supervisor, Appointing Officer, the GSA Vice-President Labour, and approval of the Provost (or designate).
- 8.19 The hours of work of a Principal Instructor with a teaching load of three or more credits will be based on 12 hours per week over the contract term. The hours of work of Principal Instructors with a teaching load of less than three credits will be pro-rated in relation to a three-credit teaching load.

8.20 Unless alternate arrangements are agreed upon in writing by both the GTA and Graduate Assistantship Supervisor, and the Vice-President Labour is informed, employment responsibilities are to be completed within the appointment period.

8.21 Excess Hours

8.21.01 All hours worked by a GTA in excess of the hours outlined in their appointment shall be compensated at the GTA's hourly rate of pay. Any excess hours must be preapproved in writing by the Supervisor.

ARTICLE 9: GRADUATE RESEARCH ASSISTANTS

9.01 The duties of a Graduate Research Assistant (GRA) are primarily in support of a faculty member's academic research. Such duties may include, but are not limited to: collecting/coding/analyzing data, literature reviews, library research, writing reports, designing conference presentations, and preparing materials for submission to funding agencies. The duties of a GRA are to help prepare the Graduate Assistant for further academic and professional opportunities. In view of this, GRA functions shall not include: personal services for the Assistantship Supervisor, administrative work (e.g. clerical or technical), cleaning up after a department function or research symposium, or maintaining the personal equipment (e.g. computer) of the Graduate Assistantship Supervisor.

9.02 GRAs are funded by unrestricted funds (operating), restricted funds, or a combination of unrestricted and restricted funds.

9.03 The duties of a GRA are performed under the supervision and direction of the Graduate Assistantship Supervisor.

9.04 The relationship between the Graduate Assistantship Supervisor and the GRA is an employment relationship.

9.05 Departments will ensure GRAs are trained for the duties to be performed and will include the training as part of the Graduate Research Assistantship. If the Graduate Assistantship Supervisor believes that a GRA needs additional specific skills, the Graduate Assistantship Supervisor may allocate up to three hours per week of the Graduate Assistantship for training. Any costs associated with this additional training will be the responsibility of the Graduate Assistantship Supervisor or Department.

9.06 The Graduate Assistantship Supervisor will ensure the GRA receives appropriate supervision over the term of the Graduate Research Assistantship.

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, identify vacation dates, and to complete a Graduate Assistantship Time Use Guideline (Appendix C).

9.08 The Graduate Assistantship Supervisor and the GRA are encouraged to meet on a regular basis during the term to review the Graduate Assistantship Time Use Guideline (Appendix C). The GRA will provide their Graduate Assistantship Supervisor with the total hours they have worked to date and their progress on the initial work plan to determine whether any changes to the initial work plan, schedule and/or expectations are required.

9.09 At the request of the GRA, an official representative of the GSA may attend the meeting. Should a GSA representative be attending the meeting, prior notice shall be provided to Graduate Assistantship Supervisor and Faculty Relations. Prior notice should be sufficient to allow Faculty Relations to attend the meeting.

9.10 Should a GRA or the GSA have concerns regarding the outcome of the meeting in 9.07 or 9.08, or concerns about the number of hours worked on any of the activities on the Graduate Assistantship Time Use Guideline (Appendix C), they will request a meeting with the Graduate Assistantship Supervisor and Faculty Relations. Such meeting will be held as soon as possible.

9.11 In the event that the GRA or the GSA does not agree with the outcome of the meeting in 9.10, the GSA and Faculty Relations will work with their respective parties in an effort to seek resolution.

9.12 The GRA shall not be subject to any disciplinary action or retaliation for raising any concerns pursuant to this Article.

- 9.13 The GRA will be provided with work space, access to work areas and support services needed to perform their job duties.
- 9.14 If the GRA is registered full-time in a graduate program, then the hours of work will not exceed an average of 12 hours per week and a total of 192 work hours over a four-month term, exclusive of vacation entitlement.
- 9.15 If the GRA is registered part-time in a graduate program, then the hours of work of the GRA will not exceed an average of six hours per week and a total of 96 work hours over a four-month term, exclusive of vacation entitlement.
- 9.16 The total numbers of hours in combined appointments including a GRA and GTA shall normally not exceed 12. Exceptions require agreement of the Graduate Assistant, the Graduate Supervisor, Appointing Officer, the GSA Vice-President Labour, and approval of the Provost (or designate).
- 9.17 If the hours of work of the GRA are seen to impede the normal progression of the GRA's completion of their own thesis or directed research project, then the GRA and the Graduate Assistantship Supervisor will determine the appropriate hours of work by mutual agreement and approval of the Department Chair (or designate).
- 9.18 The Graduate Assistantship Supervisor will provide reasonable notice of any changes required to the GRA's work schedule.
- 9.19 Unless alternate arrangements are agreed upon in writing by both the GRA and Graduate Assistantship Supervisor, and the Vice-President Labour is informed, employment responsibilities are to be completed within the appointment period.
- 9.20 **Excess Hours**
- 9.20.01 All hours worked by a GRA in excess of the hours outlined in their appointment shall be compensated at the GRA's hourly rate of pay. Any excess hours must be preapproved in writing by the Supervisor.

ARTICLE 10: GRADUATE RESEARCH ASSISTANTSHIP FELLOWSHIPS

- 10.01 A Graduate Research Assistantship Fellowship (GRAF) is a form of financial assistance provided to graduate students to allow them to focus on their education and training, as it relates to their own thesis or directed research project.
- 10.02 The relationship between the Assistantship Supervisor and GRAF is not an employment relationship.
- 10.03 The GRAF is normally funded through restricted funds and may form part of a funding package to support the graduate student in their graduate studies.
- 10.04 The value of the Fellowship may vary by discipline and by the requirements of the restricted funds supporting the GRAF.
- 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 hours per week.
- 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

- 11.01 For a GTA and GRA, the stipend consists of two components: 1) award; and 2) salary. The award component is not treated as employment income and is not subject to Income Tax, Canada Pension Plan and Employment Insurance deductions. The salary component is treated as employment income and is subject to Income Tax, Canada Pension Plan and Employment Insurance deductions.
- 11.02 The stipend rates are set out in Appendix B.

- 11.03 A GRAF consists of a fellowship stipend only. A GRAF is not considered employment income and is not subject to Income Tax, Canada Pension Plan and Employment Insurance deductions.
- 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 increase to salaries negotiated by the parties shall be applied to the salary component of the stipend for the graduate student. The negotiated percentage increase will be applied to the current salary of the individual Graduate Assistant.
- 11.05 Graduate Supervisors supporting GRAs and GRAFs from restricted funds are encouraged to exceed the minimum rates and provide remuneration at the levels recommended by their department or by the funding agency.
- 11.06 If a GTA is appointed as a Principal Instructor, the salary will be increased to the PI rate to reflect the change in duties.
- 11.07 It is the Appointing Officer's responsibility to ensure that Graduate Assistants are appointed and paid in a timely manner and respond promptly to address any deficiencies.
- 11.08 The stipend will be paid in equal semi-monthly installments over the duration of the Graduate Assistantship. Payments will be made semi-monthly and no later than 10 days following the end of each pay period. A schedule of the semi-monthly pay cycle dates can be found at <https://www.ualberta.ca/human-resources-health-safety-environment/benefits-and-pay/pay/pay-schedules.html>. Information on automatic tuition/fees payroll deductions can be found at <https://uofa.ualberta.ca/graduate-studies/current-students/tuition-and-fees/payroll-deductions>.

ARTICLE 12: PERFORMANCE EVALUATION

- 12.01 Where a GTA or GRA's performance is satisfactory, Graduate Assistantship Supervisors may provide Graduate Assistants with written performance appraisals. With the approval of the Department Chair, these appraisals may be placed in the Graduate Assistant's department 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.
- 12.02 The Graduate Assistantship Supervisor will provide the Graduate Assistant with timely and constructive feedback, in writing, about any concerns with the Graduate Assistant's performance. The Supervisor and the Graduate Assistant are encouraged to meet promptly to discuss such concerns and identify any action needed to correct the performance concern.
- 12.03 The Graduate Assistantship Supervisor will provide a Graduate Assistant with a written performance appraisal if the work of the Graduate Assistant is deemed less than satisfactory and if such a designation will negatively affect the re-appointment of the Graduate Assistant or their entitlement to the annual performance increase. The appraisal will be provided to the Graduate Assistant within six weeks of the end of the term and prior to any reappointment, with a copy placed in the Graduate Assistant's department file. A Graduate Assistant is entitled to provide written feedback to the appraisal, which will be acknowledged by the Department Chair (or designate) and placed in the Graduate Assistant's department file.
- 12.04 If a Graduate Assistantship Supervisor does not provide a written performance appraisal, the Graduate Assistant's performance will be deemed to have been satisfactory.

ARTICLE 13: ANNUAL PERFORMANCE INCREASES

- 13.01 A GTA or GRA whose work in the previous academic year was satisfactory and is receiving an appointment in a subsequent year is entitled to a five percent performance increase to the salary component.

- 13.02 If the Graduate Assistant's number of working hours differs from the previous year, the performance increase will be pro-rated.
- 13.03 The performance increase to the salary is in addition to any increase in salary rates negotiated by collective bargaining and may exceed the minimum five percent increase when considering merit, seniority, experience, market influences, and other factors.
- 13.04 The Graduate Assistantship Supervisor or Graduate Supervisor may recommend a performance increase of less than five percent if the work of the Graduate Assistant in the previous academic year was less than satisfactory.
- 13.05 The Graduate Assistantship Supervisor or Graduate Supervisor may recommend no performance increase if the work of the Graduate Assistant in the previous year was unsatisfactory.

ARTICLE 14: TERM AND VARIATION OF THIS AGREEMENT

- 14.01 This Agreement is effective from September 1, 2022 to August 31, 2024 and replaces any previous agreements negotiated by the parties respecting the employment of Graduate Assistants.
- 14.02 The provisions of this Agreement will remain in effect until the parties conclude a new agreement in accordance with Article 33, "Collective Bargaining".
- 14.03 During the term of this Agreement, the Provost and the Vice-President Labour of the GSA may mutually agree to waive or amend specific provisions of the Agreement. Such agreements will be confirmed in writing and subject to ratification by the Graduate Assistants.
- 14.04 During the term of this Agreement, the Provost and the Vice-President Labour of the GSA may mutually agree to waive or amend specific time limits. Such agreements will be confirmed in writing.
- 14.05 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 and the Vice-President Labour of the GSA.

ARTICLE 15 UNION DUES

- 15.01 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 semi-monthly 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 the following: Employee ID, last name, first name, employment status description, current appointment date, expected end date, job description, job code, Department name, Faculty, compensation rate, dues amount, email address, and union. Other details may be added to the spreadsheet by agreement between the University and GSA.
- 15.02 For the purpose of applying Clause 15.01, 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.
- 15.03 The GSA must provide at least thirty (30) days' notice of any change in the membership dues.
- 15.04 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.

- 15.05 The University shall provide a statement of Union dues deducted for each calendar year on the Graduate Assistant's T4 statement.

ARTICLE 16 INFORMATION

- 16.01 The University agrees to provide the GSA with a list of active Graduate Assistants within 15 days of the end of each month. The following information will be provided:

- a) CCID
- b) Name
- c) Gender
- d) University email address
- e) Hiring Department
- f) Type of Appointment
 - i) GTA, GTA-PI, GRA, or GRAF
 - ii) Monthly Salary (for each appointment)
 - iii) Hours (for each appointment if applicable)

This information shall be provided in an electronic spreadsheet.

ARTICLE 17 DEPARTMENT FILE

- 17.01 The department will maintain a file on the Graduate Assistant.
- 17.02 A Graduate Assistant may request to see their department file. The request will be made to the Human Resource Representative. A Graduate Assistant shall have the right to be accompanied by a GSA representative while reviewing the file.

ARTICLE 18: VACATION

- 18.01 Graduate Assistants all are entitled to one week of vacation leave without a reduction in pay for each four-month University Term (i.e. September 1 to December 31, January 1 to April 30, May 1 to August 31).
- 18.02 Vacation must be approved in advance by the Graduate Assistantship Supervisor and Department Chair (or designate) and must be arranged so as not to adversely affect the duties of the Graduate Assistant. The requested dates for vacation will be confirmed by the supervisor in writing to the Graduate Assistant by no later than the end of the first month of the University Term.
- 18.03 Graduate Assistants may carry forward unused vacation time from one four-month University term to another, with the advance written consent of the Appointing Officer, the Graduate Supervisor and all relevant Graduate Assistantship Supervisors. Requests for vacation carry forward must be submitted in writing to the Assistantship Supervisor no later than one month prior to the end of the appointment. If the request is not approved the Assistantship Supervisor will provide the reason(s) for denial in writing. In some cases, vacation carry forward may not be allowed based on the funding source.
- 18.04 Vacation entitlement is in addition to days when the University is closed.
- 18.05 There is no vacation pay on contract expiry or termination in lieu of vacation time not taken.

ARTICLE 19 HOLIDAYS

- 19.01 A Graduate Assistant shall not be required to work on the following holidays:

New Year's Day
Alberta Family Day
Good Friday
Victoria Day
Canada Day
Heritage Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day

or any other holiday or holiday period declared by the University in the Academic Schedule of the University Calendar.

- 19.02 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 19.01.

ARTICLE 20: GENERAL LEAVE PROVISIONS

- 20.01 Eligibility for paid leave does not extend beyond the end date of a Graduate Assistant's contract term.
- 20.02 A Graduate Assistant whose appointment is three hours or less a week is not eligible for child bearing and parental leave, medical leave, or compassionate leave benefits. All other Graduate Assistants shall be eligible for the above-mentioned leaves and benefits in accordance with the terms of the relevant articles of this Collective Agreement.
- 20.03 Where any leave is denied a copy will be sent to the GSA as well as to the Graduate Assistant.
- 20.04 An impending or current leave shall not be used as the basis for denying an offer of a Graduate Assistantship for a future Academic Term.
- 20.05 All Graduate Assistants are eligible for Employment Standard Code (Division 7) leaves in accordance with the terms of the statute. Should a Graduate Assistant require an unpaid leave of absence they must inform their Supervisor in writing. The Division 7 unpaid leaves (as of the date of this Agreement) are as follows:
- a) Maternity and Parental Leave
 - b) Reservist Leave
 - c) Compassionate Care Leave
 - d) Death or Disappearance of Child Leave
 - e) Critical Illness of Child Leave
 - f) Long-term Illness and Injury Leave
 - g) Personal and Family Responsibility Leave
 - h) Bereavement Leave
 - i) Leave for Citizenship Ceremony
 - j) Domestic Violence Leave
- 20.06 Other unpaid leaves may be requested in writing by the Graduate Assistant and are subject to approval of the Supervisor and Appointing Officer.
- 20.07 Other paid leaves may be requested in writing by the Graduate Assistant and are subject to approval. The decision of the Appointing Officer is final and binding.

ARTICLE 21: PAID CHILD BEARING AND PARENTAL LEAVE BENEFITS

- 21.01 The purpose of child bearing leave is to provide a Graduate Assistant with leave for the purpose of bearing a child. The purpose of parental leave is to provide childcare which is necessitated by the birth or adoption of a child.

- 21.02 Eligibility
 - 21.02.01 To be eligible for paid child bearing and parental leave benefits, a graduate student must have already been a full-time or part-time Graduate Assistant for one four-month University Term.
- 21.03 Length of Leave
 - 21.03.01 A Graduate Assistant is entitled to child bearing leave of up to six weeks at 100% of stipend and parental leave of up to an additional 10 weeks at 75% of stipend.
 - 21.03.02 A Graduate Assistant who is not eligible for child bearing leave may take up to 16 weeks of parental leave at 75% of stipend.
- 21.04 Application
 - 21.04.01 A Graduate Assistant may take this paid leave any time during the 52-week period starting the day the child is born or the day the child comes into the Graduate Assistant's care. The paid leave will not go beyond the end date of the Graduate Assistantship, as the graduate student is no longer entitled to child bearing or parental leave benefits.
 - 21.04.02 A Graduate Assistant who wishes to take child bearing and/or parental leave must inform the Appointing Officer, Graduate Assistantship Supervisor and Graduate Supervisor, in writing, as soon as possible and complete a Paid Child bearing and/or Parental Leave and/or Deferral of Graduate Assistantship Form (Appendix D).
 - 21.04.03 A Graduate Assistant is not required to register in their graduate program during the period of the leave. Refer to the Application for Leave of Absence from Graduate Program Form on the FGSR website.
 - 21.04.04 A Graduate Assistant may be entitled to an additional leave without pay to extend the leave as per the deferral provisions of this Agreement.

Note: For the purposes of Employment Standards legislation, Employment Insurance, and any other legislation that addresses maternity leave, child bearing and child bearing leave are equivalent to maternity and maternity leave.

ARTICLE 22: MEDICAL LEAVE

- 22.01 The purpose of Medical Leave is to provide a Graduate Assistant with leave because of their temporary inability to perform duties because of personal sickness or disability.
- 22.02 A Graduate Assistant is entitled to up to three weeks of paid Medical Leave at 100% of stipend. To qualify for such leave, a Graduate Assistant will submit a medical certificate to the Graduate Assistantship Supervisor.
- 22.03 If the Medical Leave is expected to exceed three weeks, the Department or the Graduate Assistantship Supervisor will fund the Graduate Assistantship from the start of the fourth week to the end of the contract term or the end of the current university term, whichever comes first, at 100% of stipend.
- 22.04 The Graduate Assistant will notify as soon as reasonably possible the Graduate Assistantship Supervisor and Appointing Officer of any injury they sustain while performing work duties, in accordance with University health and safety policies and procedures and applicable legislation. A Graduate Assistant may apply to the Workers' Compensation Board for compensation arising from a workplace injury.

ARTICLE 23: COMPASSIONATE AND BEREAVEMENT LEAVE

- 23.01 The purpose of Compassionate Leave is to provide a Graduate Assistant with leave to address an emergency medical situation involving a member of the Graduate Assistant's immediate family

(spouse or common law partner, sibling, child, and parent), which places primary responsibility for care and support on the Graduate Assistant.

- 23.02 The purpose of Bereavement Leave is to provide a Graduate Assistant with leave following the loss of a member of the Graduate Assistant's immediate family (spouse or common law partner, sibling, child, parent).
- 23.03 A Graduate Assistant is entitled to up to three weeks of paid Compassionate Leave at 100% of stipend. A Graduate Assistant is entitled to up to one week of Bereavement Leave. A combination of Compassionate Leave and Bereavement Leave will not exceed a maximum of three weeks.
- 23.04 Requests for Compassionate or Bereavement Leave will be made by the Graduate Assistant to the Graduate Assistantship Supervisor and Appointing Officer. The Graduate Assistantship Supervisor or Appointing Officer may require the Graduate Assistant to provide documentary evidence in support of the leave request.
- 23.05 The Dean, FGSR, may approve Compassionate Leave for a Graduate Assistant who can demonstrate that they have primary responsibility for the care and support of a person who is not a member of the Graduate Assistant's immediate family, or Bereavement Leave following the loss of such a person.

ARTICLE 24: LEAVE FOR JURY DUTY

Upon written request, a Graduate Assistant who has received a summons to appear in court for the purposes of jury selection or service will be granted paid leave from their scheduled duties provided that upon return to work, the Graduate Assistant provides the Graduate Assistantship Supervisor with written confirmation of the date(s) and time(s) on which the Graduate Assistant appeared and/or was served by an appropriate official of the court. The leave with pay will be reduced by any amounts received by the Graduate Assistant for their appearance/service.

ARTICLE 25 LEAVE FOR TRADITIONAL INDIGENOUS PRACTICES

- 25.01 Every Graduate Assistant who self-identifies as an indigenous person shall be granted an unpaid 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
- 25.02 The leaves of absence may be taken in one (1) or more periods.
- 25.03 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.

ARTICLE 26 ACADEMIC CONFERENCE LEAVE

- 26.01 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 not to exceed five (5) consecutive days. The Graduate Assistant shall be entitled to reschedule hours of work during the Conference Leave without a loss of pay. Conference Leave may only be taken once between September 1 and the following August 31.
- 26.02 A Graduate Assistant who wishes to take academic conference leave in accordance with Article 26.01 shall apply to their Graduate Assistantship Supervisor as soon as possible upon notice of invitation to present.

ARTICLE 27: DEFERRAL OF ASSISTANTSHIP

- 27.01 Requests for a deferral of an assistantship for medical, compassionate, child bearing or parental reasons will be made by the Graduate Assistant to the Graduate Assistantship Supervisor and Appointing Officer.
- 27.02 Requests for deferrals will also be considered for Graduate Assistants who are serving as GSA President or a Vice-President.
- 27.03 Deferred Graduate Assistantships will be available for at least one year following the deferral. Departments may not be able to guarantee that deferred Graduate Assistantships will be available during the Spring/Summer Term.

ARTICLE 28: INTELLECTUAL PROPERTY

The intellectual contributions of a Graduate Assistant will be acknowledged in accordance with University policies and procedures regarding intellectual property. The Intellectual Property Guidelines for Graduate Students and Supervisors are available at <https://www.ualberta.ca/graduate-studies/about/graduate-program-manual/section-10-intellectual-property/index.html>.

ARTICLE 29: SAFETY, HEALTH AND WELLNESS

29.01 Discrimination and Harassment

- 29.01.01 All members of the University Community are responsible for creating and maintaining a respectful, productive work environment that is free of discrimination and harassment. Discrimination and harassment are serious issues and will be dealt with in accordance with University policy and Occupational Health and Safety (OHS) legislation. All employees shall refrain from causing or participating in workplace harassment and violence, which includes the threatened, attempted or actual conduct of a person that causes or is likely to cause physical or psychological injury or harm, and includes domestic or sexual violence.
- 29.01.02 A Graduate Assistant alleging that they have been harassed or discriminated against may file a complaint in accordance with the University's Discrimination, Harassment and Duty to Accommodate Policy and Discrimination and Harassment Procedure (as amended from time to time) and/or may file a grievance in accordance with Article 34.03. The timeline for initiating a grievance under this article shall be up to twelve (12) months after the event(s) giving rise to the matter.

29.02 Health and Safety

- 29.02.01 It is the University's responsibility to maintain a safe work environment.
- 29.02.02 A Graduate Assistant can reasonably expect to pursue their work in a safe and respectful environment.
- 29.02.03 The University and each Graduate Assistant recognize and accept their responsibilities to maintain a safe work environment through compliance with applicable health and safety legislation and regulations and University policy.
- 29.02.04 The University will ensure, as far as it is reasonably practicable for the University to do so, that Graduate Assistants have Supervisors that are competent and familiar with their obligations related to safe work. The University will provide Graduate Assistants with training, orientation and information needed to perform their work duties in a safe manner.
- 29.02.05 If a Graduate Assistant considers their workplace to be unsafe or that another person is performing work in an unsafe manner, the Graduate Assistant will immediately report

the condition to the authority in charge of safety, the Graduate Assistantship Supervisor, and/or Department Chair.

29.02.06 If the Department Chair and Graduate Assistantship Supervisor deem the conditions unsafe, a Graduate Assistant will not be required to perform their duties, pending an investigation of the safety concerns.

29.02.07 Graduate Assistants have the right to contact the Office of Health, Safety and Environment as well as the Office of Safe Disclosure and Human Rights, if their concerns are not being addressed by the Department Chair to their satisfaction.

29.02.06 If a Graduate Assistant considers their workplace unsafe, the Graduate Assistant will immediately report the condition to their Graduate Assistantship Supervisor, and/or Department Chair and seek a collaborative resolution to the concern.

A Graduate Assistant may choose to exercise their right to refuse unsafe work in accordance with the process defined in the Alberta Occupational Health and Safety Act.

The Office of Health, Safety and Environment will facilitate the resolution of work refusal matters through reference to a provincial OHS Officer should the Graduate Assistant wish to continue to refuse beyond the initial inspection.

Matters related to work refusals may also be discussed at the Joint Worksite Health and Safety Committee and can be the basis of a recommendation to the University under their OHS Act related function.

The University shall not take disciplinary action or retaliate against any Graduate Assistant for refusing to do unsafe work, participating in a work refusal inspection or exercising a right or obligation under legislation, university policy or in accordance with this Article.

ARTICLE 30 WORKPLACE ACCOMMODATION

30.01 Workplace accommodations shall be provided in accordance with the University's [Discrimination, Harassment and Duty to Accommodate Procedure](#) (as amended from time to time).

30.02 The University and the GSA agree to take a collaborative approach to supporting ill, injured, and/or disabled Graduate Assistants.

ARTICLE 31 SAFE DISCLOSURE

31.01 Any Employee who has information and reasonable grounds to believe there has been wrongdoing is encouraged to make a good faith disclosure under the [University's Ethical Conduct and Safe Disclosure Policy](#), the [Ethical Conduct and Safe Disclosure Procedure](#), and/or the [Ethical Conduct and Safe Disclosure Procedure—Disclosure under the Public Interest Disclosures Act](#) (as amended from time to time).

31.02 Employees making a good faith disclosure will be protected from reprisals.

31.03 Individuals who knowingly make false allegations may be subject to disciplinary action.

ARTICLE 32: DISCIPLINARY MATTERS RELATED TO EMPLOYMENT

32.01 A Graduate Assistant will only be disciplined for just cause. Discipline may take the form of a warning, a letter of reprimand, or termination of employment, in accordance with the principles of progressive discipline. A letter of expectation does not constitute discipline. Before making a decision to discipline, the Graduate Assistantship Supervisor shall consult with Faculty Relations.

- 32.02 Prior to disciplining any Graduate Assistant, the Graduate Assistantship Supervisor and Department Chair will inform the Graduate Assistant that they have a right to seek counsel from the GSA and a right to representation from the GSA at the discretion of the Vice-President Labour (or designate). A representative authorized by the GSA in accordance with Article 3.02 shall be allowed to accompany the Graduate Assistant at any disciplinary meeting and to provide counsel, if desired by the Graduate Assistant and approved by the Vice-President, Labour (or designate).
- 32.03 A Graduate Assistant may grieve whether just cause exists for any form of discipline. In the case of a warning or letter of reprimand, a Graduate Assistant may choose to respond in writing and upon request, that response should be placed on their file next to the warning or letter of reprimand and such a response will be acknowledged by the department in writing.
- 32.04 Any disciplinary letter within a Graduate Assistant's department file shall be deemed null and void after an eighteen (18) month period from the date of the letter, provided that no further discipline has been recorded within the period noted above.

ARTICLE 33: COLLECTIVE BARGAINING

- 33.01 Either party to the collective agreement may, not less than 60 calendar days and not more than 120 calendar days preceding the expiry of the term of the collective agreement, by notice in writing, require the other party to the collective agreement to commence collective bargaining.
- 33.02 Prior to exchanging written proposals, the chairs of the negotiating teams will meet to discuss and confirm procedures for upcoming negotiations, including the format of proposals, the scheduling of negotiating sessions, the collection and exchange of relevant information, and other procedural matters the chairs believe are needed to facilitate effective, efficient and constructive bargaining.
- 33.03 The negotiating teams will bargain in good faith on behalf of the parties in an effort to conclude a Memorandum of Settlement describing the terms of a new Agreement.
- 33.04 A Memorandum of Settlement concluded by the negotiating teams will be submitted to the Board and the Graduate Assistants for ratification.
- 33.05 If the negotiating teams are unable to conclude a Memorandum of Settlement, the parties may mutually agree to enter voluntary mediation and to the appointment of a mediator to assist the teams in achieving an agreement. Either negotiating team may request the mediator to put forward non-binding recommendations for consideration by the parties.
- 33.06 If the negotiating teams are unable to conclude a Memorandum of Settlement, unresolved issues may, by mutual agreement, be submitted to binding interest arbitration in accordance with the arbitration provisions of this Agreement.
- 33.07 The parties agree that there shall be no strike or lockout during the term of this Agreement.
- 33.08 The University shall post a searchable PDF of the Collectible Agreement on its website.

ARTICLE 34: DISPUTE RESOLUTION

34.01 Definitions

- 34.01.01 "Dispute" means any problem or disagreement relating to Graduate Assistantship employment between:
- (a) one or more Graduate Assistants and representatives of the Board, or
 - (b) representatives of the GSA and the Board.
- 34.01.02 Disputes relating to academic issues are outside the scope of this Agreement.
- 34.01.03 "Grievance" means any dispute over the interpretation, application, operation or alleged violation of the Agreement, including whether the dispute is arbitrable, filed on behalf of a specific Graduate Assistant or a Group of Graduate Assistants.

- 34.01.04 "Policy Grievance" means a dispute over the interpretation, application, operation or alleged violation of the Agreement by the Board or the GSA that is not limited to a specific Graduate Assistant or a group of Graduate Assistants.
- 34.01.05 For the purpose of this article, "working days" means consecutive days, excluding Saturdays, Sundays or statutory holidays.
- 34.01.06 Time limits may be altered by mutual consent of the parties.

34.02 **Informal Resolution of Disputes**

- 34.02.01 The parties to a dispute will first make reasonable efforts to resolve the dispute through informal, face-to-face problem-solving within twenty (20) working days of the event giving rise to the dispute.
- 34.02.02 Participants are encouraged to raise their concerns at the earliest opportunity with the person(s) with whom they have a dispute. The discussion should include a joint effort to frame the issue in dispute, an open, respectful exchange of the interests of each participant, and an exploration of options to satisfy these interests and resolve the dispute.
- 34.02.03 Any Graduate Assistant involved in a dispute related to this Agreement is encouraged to seek advice from the GSA before raising their concerns with their Graduate Assistantship Supervisor.
- 34.02.04 A graduate Assistant may elect to bring a GSA representative and/or the Graduate Assistantship Supervisor may elect to bring a Human Resources representative to any meeting called for the purposes of resolving the dispute informally.
- 34.02.05 If a Graduate Assistant brings a dispute to the Graduate Assistantship Supervisor, and the dispute is not resolved, the Graduate Assistant may advance their concerns to the Associate Chair (Graduate) or the Department Chair. If their concerns are not resolved through these informal discussions, they may advance their concerns through the GSA to the grievance procedures prescribed by Article 34.03.
- 34.02.06 If a dispute arises between representatives of the GSA and the Board over the interpretation, application, operation or alleged violation of the Agreement, the parties will make a reasonable attempt to resolve the dispute by informal problem solving before formalizing the dispute as a grievance. Informal problem-solving between the GSA and the Board will normally involve the Dean, FGSR, and any other parties determined by the Provost and the GSA Vice-President Labour.
- 34.02.07 A Graduate Assistant will not be subject to reprisals as a result of raising a concern provided that such concerns are not frivolous, malicious, or vexatious.

34.03 **Grievances**

- 34.03.01 The GSA has the exclusive authority if it so chooses to file individual, group or policy grievances on behalf of graduate students holding Graduate Assistantships.
- 34.03.02 A grievance will be initiated in writing and will specify the details of the dispute, refer to the clause or clauses of the Agreement which are alleged to have been violated, and describe the desired resolution.
- 34.03.03 The grievance will be submitted to the Provost, with copies to other parties if relevant.
- 34.03.04 In the case of an individual or group grievance, the grievance will be submitted within 20 working days of the discussion(s) prescribed by Article 34.02.02. This timeline may be extended by the Provost.
- 34.03.05 In the case of a policy grievance, the grievance will be submitted within 20 working days of the meeting prescribed by Article 34.02.06.
- 34.03.06 The Provost will convene a meeting involving representatives of the Board and the GSA within 20 working days of receipt of the grievance. The participants will engage in an open, fair and balanced discussion of the issues, interests, options and potential

solutions to the grievance. Additional meetings may be convened by the Provost as required.

- 34.03.07 The Provost will provide a written response to the grievance within 20 working days of the final meeting.
- 34.03.08 Agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the parties, and shall be confirmed in writing.
- 34.03.09 If the decision of the Provost fails to resolve the grievance, the GSA may advance the dispute to arbitration in accordance with Article 35.
- 34.03.10 The Provost may file grievances on behalf of the Board. Such grievances will be submitted to the GSA Vice-President Labour and processed in accordance with 34.03. The GSA Vice-President Labour will perform the equivalent role of the Provost in reviewing and responding to such grievances.

ARTICLE 35: ARBITRATION

35.01 Grievance Arbitration

- 35.01.01 A matter referred to arbitration under this Article shall be heard by a single arbitrator except where the Board and the Association agree to refer the matter to a three-person arbitration panel. Hereinafter all references to arbitrator shall be deemed to include an arbitration panel.
- 35.01.02 If a grievance initiated by the GSA, is properly considered in accordance with Article 34 and is not resolved, the GSA will have sole authority to decide whether to refer the grievance to arbitration on behalf of the GSA or one or more Graduate Assistants.
- 35.01.03 If a grievance initiated by the Provost, is properly considered in accordance with Article 34 and is not resolved, the Provost may refer the unresolved grievance to arbitration on behalf of the Board.
- 35.01.04 The GSA Vice-President Labour will notify the Provost in writing of the GSA's decision to refer a grievance to arbitration by no later than six months of the date on which the action or omission which is the subject of the grievance occurred.
- 35.01.05 The Provost will notify the GSA Vice-President Labour in writing of the Board's decision to refer a grievance to arbitration by no later than six months of the date on which the action or omission which is the subject of the grievance occurred.

35.02 Arbitration Arising from Article 33, "Collective Bargaining"

- 35.02.01 If a collective bargaining dispute is referred to arbitration in accordance with Article 33, an arbitration panel will be formed to select either the final position submitted to it by the GSA or the final position submitted to it by the Board.
- 35.02.02 Each negotiating team will deliver to the other and to the arbitration panel a statement of its final position on unresolved bargaining items and items resolved during negotiations.
- 35.02.03 The parties may agree in writing to an arbitrated process other than final offer selection.

35.03 Arbitration Panel

- 35.03.01
 - a) In the case of a single arbitrator, the arbitrator shall be appointed by agreement of the Provost and the GSA Vice-President Labour.
 - b) In the case of a three-person arbitration panel, each party will select its nominee to the binding arbitration panel and will notify the other of its nominee within 10 working days of receipt of a referral to arbitration. The Provost and the GSA Vice-President Labour will jointly select a third person to serve as chair.

- c) If an agreement cannot be reached in either a) or b), either party may apply to the Chair of the Alberta Labour Relations Board for the appointment of the arbitrator/chair.
- 35.03.02 The parties may agree in writing to appoint one person to serve as an arbitration panel as an alternative to a three-person panel.
- 35.03.03 The panel will review submissions, conduct hearings and render a decision that is final and binding on the parties.
- 35.03.04 An arbitration panel constituted to resolve a grievance will not by its decision amend the terms of the Agreement.
- 35.03.05 An arbitration panel constituted to resolve a collective bargaining dispute will not by its decision amend terms of the Agreement beyond the items referred to it by the parties for resolution.
- 35.03.06 Hearings before the arbitration panel are private and confidential.
- 35.03.07 The arbitration panel will not be bound by rules of evidence. Unless limited by this Agreement, the panel may establish procedures for the orderly conduct of the arbitration. Procedural rulings may be made by the panel chair but are subject to reversal by a majority vote of the arbitration panel.
- 35.03.08 The decision of the majority of members of the three-person arbitration panel will be the decision of the panel. If no majority exists, the decision of the chair will be the decision of the panel.
- 35.03.09 The arbitration panel will hear the matters before it within 20 working days of its formation and render its decision no later than 20 working days following the final presentations by the parties.
- 35.03.10 The costs of the arbitration panel will be shared equally by the parties.
- 35.04 Time limits may be altered by mutual agreement of the parties.

**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 at the University of Alberta 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.

- (a) Type of Appointment: [Enter GTA, GTA-PI, GRA, or GRAF]
- (b) Period of Appointment: [Enter start and end date]
- (c) Maximum Hours Assigned Per Week: [Enter hrs/wk for GTA, GTA-PI, GRA - n/a for GRAF]
- (d) Stipend Salary: \$[Enter salary amount of GTA, GTA-PI, GRA] Award: [Enter award amount for GTA, GTA-PI, GRA, GRAF]
Includes Annual 5% Performance Increase to Salary (if applicable): \$[Enter Amount of increase to GTA, GTA-PI, GRA]
- (e) Graduate Assistantship Supervisor: [Enter person responsible for the supervision of the duties performed]
- (f) At the beginning of the term, the Graduate Assistantship Supervisor will meet with you to complete an *Assistantship Time Use Guidelines Form* (refer to Appendix C of the Graduate Student Assistantship Collective Agreement), which will form part of the graduate assistantship appointment. Note: the nature of your duties may vary from term to term depending on the needs of the department, available graduate assistantships and external factors.
- (g) The graduate assistantship offer is subject to the maintenance of satisfactory academic standing in the graduate program, as defined in the Faculty of Graduate Studies & Research Graduate Policy Manual, the Department's Graduate Studies Manual, and on satisfactory completion of the assigned duties of the graduate assistantship.
- (h) *If you are not a Canadian citizen, this appointment is expressly contingent upon you 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 Alberta receiving regular "confirmation," if required by Service Canada. Should you be ineligible for employment at any time, or should the University of Alberta be unable to obtain "confirmation" if required, this appointment shall be rendered null and void effective immediately.*
- (i) Failure to report to the department by the appointment start date indicated above may result in termination of this offer of appointment without further notification to you.
- (j) [insert a statement around the department's documented criteria in selecting graduate students for employment as Graduate Research Assistants and Graduate Teaching Assistants or include a web link.]
- (k) This assistantship may not cover the full cost of living in Edmonton and your graduate tuition and fees. To prevent disputes, misunderstandings and continuous progress in program, it is suggested that the undersigned maintain a personal record of hours worked and duties performed as a GRA/GTA/GTA-PI.
- (l) By signing and accepting this offer, you agree that you are obligated to adhere to all University policies and procedures which may be implemented or amended at the University's discretion, including any future Health and Safety mandates which may be implemented to reduce harm and potential harm to workers, students, the health system and our communities.
- (m) Graduate Assistants can submit a copy of this Letter of Appointment to the Graduate Student Association.

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

[Enter name (i.e. Dean, Chair or Assoc Chair)]
Appointing Officer

[Enter name of faculty if supported by restricted funds]
Faculty Member

I accept this offer of appointment as set out in this letter. I understand that I can only work an average of 12 hours per week as a GTA or GRA, including a combination of GTA/GRA appointments. I acknowledge that I have read and agree to be bound by the Collective Agreement Governing Graduate Assistantships which can be found at the Human Resource Services website at <https://www.ualberta.ca/faculty-and-staff/my-employment/collective-agreements-and-handbooks>.

Signature_____
Date

All personal information collected by UAlberta for the purpose of employment shall be collected under the authority of Section 33c of the Alberta Freedom of Information and Protection of Privacy Act (FOIPPA) and will be protected under Part 2 of that Act. Certain information will be made available to federal and provincial departments and agencies under appropriate legislative authority. For further information regarding the collection and use of the personal information, contact Human Resource Services, 2-60 University Terrace, University of Alberta, phone 780-492-4555.

Attachment: Collective Agreement Highlights

Cc's Graduate Assistant / Student's File in Department / Human Resources, Health, Safety & Environment

The Letter of Appointment must contain the following information:

- ✓ The graduate assistantship will be governed by the Collective Agreement Governing Graduate Assistantships, which can be found at <https://www.ualberta.ca/faculty-and-staff/my-employment/collective-agreements-and-handbooks>. The Agreement may be amended in accordance with terms of the Collective Agreement and such amendments are binding upon the University and the graduate students holding assistantships.
- ✓ Type of appointment (GTA, GTA-PI, GRA, or GRAF).
- ✓ Start and end date of assistantship.
- ✓ Hours assigned per week for a GTA or GRA (up to 12 hours in combined appointments). *<Hours are not assigned for GRAF>*
- ✓ Stipend per Month *<for GRA/GTA include amount of award & salary; for GRAF indicate fellowship amount>*. If applicable, indicate in the amount of the 5% merit increment.
- ✓ Graduate Assistantship Supervisor *<this is the person responsible for the supervision and coordination of the duties performed by the graduate student during the graduate assistantship period >*
- ✓ At the beginning of the term, the Graduate Assistantship Supervisor will meet with graduate student to complete the *Assistantship Time Use Guidelines Form* (Appendix C), which will form part of the graduate assistantship appointment. Note: the nature of the assistantship duties may vary from term to term depending on the needs of the department, available graduate assistantships and external factors
- ✓ Criteria in selecting graduate students for employment as GRAs and GTAs should be provided with this appointment letter or as a web link (*see Article 7*).
- ✓ The graduate assistantship offer is subject to the maintenance of satisfactory academic standing in the graduate program, as defined in the Faculty of Graduate Studies & Research Graduate Policy Manual, the Department's Graduate Studies Manual, and on satisfactory completion of the assigned duties of the graduate assistantship.
- ✓ This offer is expressly contingent upon the University's receiving regular "confirmation," if required by Service Canada, of your continuing eligibility for employment in Canada. Loss of either "confirmation," if required by Service Canada or Immigration Refugees and Citizenship Canada (IRCC) status (i.e., work permit and/or permanent residence) will render this appointment null and void.
- ✓ Failure to report to the department by the appointment start date may result in termination of the graduate assistantship without further notification.

Other

If applicable, add "the assistantship may not cover the full cost of living in Edmonton and your graduate tuition and fees."

If applicable, add "The Faculty of Graduate Studies and Research has a Graduate Teaching and Learning Program which we encourage all graduate students to explore. More information can be found at <https://uofa.ualberta.ca/graduate-studies/professional-development/graduate-teaching-and-learning-program>."

If applicable, indicate what portion the assistantship is of the total funding package provided to the student.

APPENDIX B
Graduate Assistantship
Monthly Stipend Rates
(Jan 1, 2023 to Aug 31, 2023)

Includes an increase of 1.25% to the salary component of the stipend as negotiated between the GSA and the University.

Graduate Teaching Assistantship/Graduate Research Assistantships							
Hrs/Wk	Award (Fixed)	Salary (Minimum)			Total Stipend		
		GTA/GRA- Doctoral	GTA/GRA - Master's	GTA-PI	(Award + Salary)		
					Doctoral	Master's	GTA-PI
12 hrs	1102.57	1214.74	1121.24	1540.95	2317.31	2223.81	2,643.52
11 hrs	1010.68	1113.53	1027.80		2124.21	2038.48	N/A
10 hrs	918.81	1012.29	934.37		1931.10	1853.18	N/A
9 hrs	826.93	911.06	840.93		1737.99	1667.86	N/A
8 hrs	735.05	809.84	747.48		1544.89	1482.53	N/A
7 hrs	643.16	708.6	654.05		1351.76	1297.21	N/A
6 hrs	551.29	607.38	560.62		1158.67	1111.91	N/A
5 hrs	459.40	506.14	467.18		965.54	926.58	N/A
4 hrs	367.52	404.91	373.74		772.43	741.26	N/A
3 hrs	275.64	303.69	280.32		579.33	555.96	N/A
2 hrs	183.77	202.46	186.88		386.23	370.65	N/A
1 hrs	91.88	101.24	93.43		193.12	185.31	N/A

Graduate Research Assistantship Fellowship (GRAF)

The minimum full-time GRAF stipend for one month is:

Doctoral \$2099.77

Masters \$2007.43

Any support below this amount is considered partial GRAF support and is at the discretion of the faculty member holding the funds.

Short Term Academically Related Employment (STARE)

The minimum hourly rate shall be at least half of the stipend (salary + award) for the graduate assistant rate.

Doctoral \$22.28/hr

Masters \$21.38/hr

Appendix B
Graduate Assistantship
Monthly Stipend Rates
(Sept 1, 2023 to Aug 31, 2024)

Includes an increase of 1.50% to the salary component of the stipend as negotiated between the GSA and the University. Subject to **The Board of Governors approval of any increase to the Graduate Fee Index for domestic and international graduate students for Fall 2023.**

Graduate Teaching Assistantship/Graduate Research Assistantships							
Hrs/Wk	Award (Fixed)	Salary (Minimum)			Total Stipend		
		GTA/GRA- Doctoral	GTA/GRA - Master's	GTA-PI	(Award + Salary)		
					GTA/GRA Doctoral	GTA/GRA Master's	GTA-PI
12 hrs	1102.57	1232.96	1138.06	1564.06	2335.53	2240.63	2,666.63
11 hrs	1010.68	1130.23	1043.22		2140.91	2053.90	N/A
10 hrs	918.81	1027.47	948.39		1946.28	1867.20	N/A
9 hrs	826.93	924.73	853.54		1751.66	1680.47	N/A
8 hrs	735.05	821.99	758.69		1557.04	1493.74	N/A
7 hrs	643.16	719.23	663.86		1362.39	1307.02	N/A
6 hrs	551.29	616.49	569.03		1167.78	1120.32	N/A
5 hrs	459.40	513.73	474.19		973.13	933.59	N/A
4 hrs	367.52	410.98	379.35		778.50	746.87	N/A
3 hrs	275.64	308.25	284.52		583.89	560.16	N/A
2 hrs	183.77	205.5	189.68		389.27	373.45	N/A
1 hrs	91.88	102.76	94.83		194.64	186.71	N/A

Graduate Research Assistantship Fellowship (GRAF)

The minimum full-time GRAF stipend for one month is:

Doctoral \$2099.77

Masters \$2007.43

Any support below this amount is considered partial GRAF support and is at the discretion of the faculty member holding the funds.

Short Term Academically Related Employment (STARE)

The minimum hourly rate shall be at least half of the stipend (salary + award) for the graduate assistant rate.

Doctoral \$22.46/hr

Masters \$21.54/hr

APPENDIX C

Graduate Assistantship Time Use Guideline Form

This form must be completed by the Graduate Assistantship Supervisor and Graduate Assistant who will meet at the start of the Term. This does not replace the requirement for a Letter of Appointment. The purpose of this form is to outline the estimated 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:	
Name of Graduate Assistantship Supervisor:	Type of Appointment (circle one): GTA/ GTA-PI/ GRA/ GRAF	Total Average Hours per Week:
Assistantship Appointment Start Date:	Assistantship Appointment End Date:	
Course Code (If Applicable):	Course Title (If Applicable):	

Section I – Training Requirements

Does this appointment require any training? If yes, complete the table below.

Training	Hours
Departmental Training	
Health and Safety	
Tutorial/Lab Training	
Other (Specify)	
Total Hours:	

Section II – Duties/Activities

Check the type of appointment and outline all expected duties below

	Hours
<ul style="list-style-type: none"> <input type="radio"/> Graduate Teaching Assistantship (GTA) <input type="radio"/> Graduate Teaching Assistantship-Primary Instructor (GTA-PI) <input type="radio"/> Graduate Research Assistantship (GRA) <p>Examples (GTA): marking exams, teaching labs/tutorials, exam preparation, grading assignments, etc.) Examples (GRA): literature searches, lab duties, data analysis, etc.)</p>	
Total Hours:	

<ul style="list-style-type: none"> ○ Graduate Research Assistantship Fellowship (GRAF) It is recommended that GRAFs and graduate (academic) supervisors discuss expected tasks for each term.

Section III – Vacation

GRA, GTA, GTA-P

Entitlement: one week per term

Vacation dates reviewed Y/N	Vacation Dates: Hours:
Carry-forward requested (up to one term) Y/N	Carry-forward approved Y/N

GRAF

Entitlement: one week per term

Vacation dates reviewed Y/N	Carry-forward requested (up to one term). Y/N
Carry-forward approved Y/N	Vacation Dates:

Section IV – Allocation of Hours Summary

GTA/GTA-PI/GRA ONLY

Section	Hours
Section I (Training)	
Section II (Duties/Activities)	
Section III (Vacation)	
Total Hours: (Total Hours are not to exceed the hours on the appointment letter)	

All hours worked by a GTA/GRA in excess of the hours outlined in their appointment shall be compensated at the GTA/GRA’s hourly rate of pay. Any excess hours must be preapproved in writing by the Supervisor.

Name of Graduate Assistant

Signature

Date

Name of Graduate Assistantship Supervisor

Signature

Date

Original: Filed in Department

Copies: Graduate Student and Graduate Assistantship Supervisor

Graduate Assistants can submit a copy of this Graduate Assistantship Time Use Guideline Form to the Graduate Student Association (GSA) at gsa.vplabour@ualberta.ca

APPENDIX D
Paid Child Bearing/Parental Leave and/or
Deferral of Graduate Assistantship Form

Child bearing Leave: A Graduate Assistant who gives birth is entitled to child bearing leave up to six weeks at 100% of stipend and parental leave up to 10 weeks at 75% stipend. A paid leave does not extend the Graduate Assistantship contract period.

Parental Leave: Graduate Assistants not eligible for child bearing leave are entitled to take up to 16 weeks of parental leave at 75% of stipend. A paid leave does not extend the Graduate Assistantship contract period.

Deferral of Assistantship: A Graduate Assistant may apply to defer their Graduate Assistantship appointment for any term with written agreement of the department.

Leave of Absence from Graduate Program: A graduate student is not required to register during the period of the leave but must complete an Application for Leave of Absence Form found at <https://uofa.ualberta.ca/graduate-studies/about/resources-for-faculty-and-staff/forms-cabinet>.

Instructions:

1. A Graduate Assistant must complete this form, attach proof of pregnancy/birth/adoption or physician's report and obtain the relevant signatures.
2. The Department must submit an HR Smart Form to Payroll Operations indicating the pay period and the amount of the Stipend (Salary+Award) or Fellowship payment.

UofA ID Number:

Name:

Graduate Assistantship Contract: indicate start date to indicate end date

Paid Child bearing Leave:

Start Date End Date

Paid Parental Leave:

Start Date End Date

Deferral (if applicable):

Start Date End Date

Graduate Assistantship Supervisor

Signature

Date

Dept Chair or Associate Chair (Graduate)

Signature

Date

I will notify my Graduate Assistantship Supervisor and Associate Chair (Graduate) of any changes in the start or end dates of my leave. I certify that the information provided in this application is true and complete in all respects and that no information has been withheld.

Student Signature

Date

Personal information on this form is collected under the authority of Section 33(c) of Alberta's Freedom of Information and Protection of Privacy Act for authorized purposes including admission and registration; administration of records, scholarships and awards, student services; and university planning and research. Students' personal information may be disclosed to academic and administrative units according to university policy, federal and provincial reporting requirements, data sharing agreements with student governance associations, and to contracted or public health care providers as required. For details on the use and disclosure of this information call the Faculty of Graduate Studies and Research at 492-3499 or see www.ipu.ualberta.ca.

APPENDIX E

Short Term Academically-Related Employment

1. A graduate student shall be hired under this designation if the following conditions apply:
 - 1.1 The work is a one-off specific task such as marker-grader or lab demonstrator for a very short period of time (e.g. six hours for one week).
 - 1.2 The graduate student has the suitable background in the course subject area, the work utilizes the knowledge and skill set of the graduate student's academic discipline, and is considered a beneficial part of their training and experience.
2. For any work of a longer or more regular duration (greater than three weeks), the graduate student shall be appointed as a graduate assistant under the Graduate Student Assistantship Collective Agreement.
3. The offer of one-time work and the hourly rate shall be provided to the graduate student in writing.
4. The minimum hourly rate shall be at least half the stipend (salary+award) for the graduate assistant rate found in Appendix B (Doctoral: \$22.28/hr; Master's \$21.38/hr). A graduate student will not be paid an hourly rate less than they received in the previous academic year.
5. This category is for a one-time task of a very short duration; for example, if an instructor needs casual, one-off help marking an exam. However, if a graduate student is responsible for assisting an instructor with marking over the duration of a course, then the graduate student must be appointed as a graduate teaching assistant.