Graduate Student Assistantship (GSA) Collective Agreement Information Sheet for Graduate Students

The Collective Agreement is a binding contract between the Board of Governors and the Graduate Students' Association.

The Collective Agreement describes the terms and conditions that apply to the academic employment of graduate students.

Graduate students who have concerns or questions should contact the Graduate Students' Association as soon as possible.

Associate Vice-President Labour gsa.vplabour@ualberta.ca

Associate Director gsaad@ualberta.ca

Departments who have questions should contact their HR Service Partner.

For complete information in all cases refer to the Collective Agreement.

www.ualberta.ca/graduatestudents-association The University of Alberta has a Collective Agreement governing the Graduate Assistantships. Under Alberta's *Labour Relations Code* (Sect 58.4 (1)(c)), the Graduate Students' Association (GSA) has the exclusive authority to act in representing graduate students in negotiating an agreement with the Board regarding the employment of graduate students. The Office of the Provost and Vice-President (Academic), together with the Faculty of Graduate Studies and Research, are responsible for negotiating the terms of the Collective Agreement with the Graduate Students' Association. Faculty Relations in the Office of the Provost and Vice- President (Academic) provides support in the interpretation and application of the provisions of the Collective Agreement.

Resources:

- Graduate Student Assistantship Collective Agreement: https://www.ualberta.ca/human-resources-health-safety-environment/media-library/my-employment/agreements/gsa-agreement-se-graduate-student-assistantship-agreement-final.pdf
- Graduate Students' Association: http://www.gsa.ualberta.ca
- Semi-Monthly Pay Schedule: https://www.ualberta.ca/human-resources-health-safety-environment/benefits-and-pay/pay/pay-schedules.html

GRADUATE ASSISTANTSHIPS

Graduate assistantship duties are to help prepare the graduate assistant for further academic and professional opportunities. They cannot include administrative, clerical or technical work, or personal services for the assistantship supervisor.

There are 3 types of Graduate Assistantships: 1) Graduate Teaching Assistantships (GTA) which includes Principal Instructors (GTA-PI), 2) Graduate Research Assistantships (GRA), and 3) Graduate Research Assistantship Fellowships (GRAF).

Graduate Teaching Assistantship (GTA)

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 relationship between the Graduate Assistantship Supervisor and the GTA is an employment relationship.

Graduate Teaching Assistantship – Principal Instructor (GTA-PI)

GTA-PIs are appointed as GTAs but are the primary instructor for a course. Duties may include lecturing, course and lecture planning, preparing assignments and examinations, grading/marking, and other related work. To reflect these responsibilities GTA-PIs are paid at a higher rate (see Collective Agreement Appendix B).

Graduate Research Assistantship (GRA)

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

Graduate Research Assistantship Fellowship (GRAF)

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. The relationship between the Assistantship Supervisor and GRAF is not an employment relationship.

The GRAF is normally funded through restricted funds (supervisor's research grant) and may form part of a funding package to support the graduate student in their graduate studies. The value of the fellowship may vary by discipline and by the requirements of the restricted funds supporting the GRAF. There is no minimum or maximum stipend however there is a recommended minimum stipend if it is to be considered a fully-funded GRAF (see Collective Agreement Appendix B).

Graduate assistantship payments are initiated by the Department paying the graduate student.
Departments must follow published University deadlines for processing pay information.

It is the Appointing Officer's responsibility to ensure that graduate students holding assistantships are paid in a timely manner and respond promptly to address any deficiencies.

Staff Service Centre located in the University's Human Resources, Health, Safety and Environment receives this departmental pay information/ authorization and processes the pay.

Graduate students with questions about their assistantship pay should first contact their Department graduate administrator.

HOURS OF WORK

- A graduate student registered full-time may hold a GTA (including a GTA-PI) for up to a maximum average of 12 hours per week. A graduate student registered part-time may hold up to a 6 hour per week GTA.
- A graduate student registered full-time may hold a GRA for a maximum average of 12 hours per week. A graduate student registered part-time may hold up to a 6 hour per week GRA.
- An International graduate student registered part-time is only allowed to work in their last term of their graduate program.
- The total numbers of hours in combined appointments including a GRA and GTA (including GTA-PI) shall normally not exceed 12 hours. Exceptions require prior approval and agreement of the Graduate Assistant, the Graduate Supervisor, the Appointing Officer, the GSA Vice President Labour, and approval of the Provost (or designate). Refer to Process for Requesting Overages for details. The Graduate Supervisor should contact their HR Partner when considering additional appointments over 12 hours per week.
- There are no working hours attached to a GRAF as it is not considered employment.
- A graduate student can hold both a GRAF and a GRA and/or GTA up to a maximum of 12 hours per week.
- All hours worked by a GTA and 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.

WORKLOAD

Graduate Assistantship Supervisors and employed Graduate Assistants (GTAs and GRAs) are encouraged to meet on a regular basis during the term to review the Graduate Assistantship Time Use Guideline (Appendix C). A GTA or GRA can request a meeting with their graduate assistantship supervisor (supervisor) and be accompanied by an official GSA representative to discuss their concerns about the number of hours worked. The meeting will also be attended by an HR Service Partner in an effort to seek resolution. The GTA or GRA shall not be subject to any disciplinary action or retaliation for raising any concerns pursuant to these articles.

REMUNERATION AND INCOME TAX

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

ANNUAL PERFORMANCE INCREASE

A GTA, GTA-PI, or GRA whose work in the previous academic year was satisfactory and is receiving an appointment in a subsequent year from the same department is entitled to a 5% increase to the salary component of the stipend. This is in addition to the annual negotiated salary increase.

If a Graduate Assistantship Supervisor does not provide a written performance appraisal, the Graduate Assistant's performance will be deemed to have been satisfactory.

ASSISTANTSHIP PAY

- Graduate students must set up <u>direct deposit</u> in Bear Tracks before their first payment date.
- Graduate assistants are paid semi-monthly (twice a month), in arrears. For
 example, graduate students being paid for the September 1–15 period, should
 expect to receive their pay, via direct deposit, on September 25.
- Refer to the University's Human Resources website for the <u>semi-monthly pay</u> periods and pay dates.
- All payments are made by direct deposit to the graduate student's personal bank account.
- The University does not print or mail tax slips (T4/T4A); they are available through Bear Tracks in February of the year following employment.

TUITION DEDUCTIONS

The University automatically deducts 80% of any remaining tuition and non-instructional fees owing from a graduate student's assistantship pay (including a GRAF). This includes any International Differential Fees.

- Any Fall term tuition and fees owing as of October 1 will be deducted from the
 graduate student's semi-monthly October, November, and December pay, divided
 into six installments. (Keep in mind that the first October pay is for earnings from
 September 15 to September 30.)
- Similarly, any Winter term tuition and fees owing as of February 1 will be
 automatically deducted from the graduate student's semi-monthly February, March,
 and April pay, divided into six installments. (Keep in mind that the first February pay is
 for earnings from January 15 to January 31.)
- For Spring Term, tuition and fees owing are deducted in May and June, and in Summer Term, in July and August.
- GTAs and GRAs: On Bear Tracks>My Paycheque, assistantship pay is listed in the "Hours and Earnings" box and is broken down into two lines, "Regular Salary" component and "Bursary" component.
- GRAFs: pay is listed in the "Hours and Earnings" box as "Bursary". Any tuition
 and fees deducted are listed in the "After-Tax Deductions" box as
 "Teaching/Research Assistant".
- Graduate students who have assistantships cannot exempt themselves from this
 payroll deduction. In order to have no tuition and fees deducted from graduate student
 assistantship pay, the full tuition and fees for the Fall, Winter, Spring, or Summer
 terms must be paid by the respective fee payment deadlines.
- Automatic payroll deduction is only taken from assistantship funding. Installments are not withdrawn from any scholarship or other types of funding graduate students may be receiving.
- Graduate students are responsible for any outstanding balance owing to the University for tuition or other assessed fees.

VACATION

A Graduate Assistant will be provided with one week of vacation leave without a reduction in pay for each four-month university term. Vacation leave is in addition to days when the university is closed. There is no vacation pay at the end of a contract or termination in lieu of vacation time not taken.

Vacation must be approved in advance by the Graduate Assistantship Supervisor and Department Chair (or designate) and must be arranged as not to adversely affect the duties of the Graduate Assistant. The requested dates for vacation will be confirmed by the Graduate Assistantship Supervisor in writing to the Graduate Assistant by no later than the end of the first month of the University Term.

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.

ADMINISTRATION

Letter of Appointment

The Department must prepare a Letter of Appointment set out in the Collective Agreement Appendix A. The Letter of Appointment must be signed by the Appointing Officer (Dean/Chair/Associate Chair) and must be acknowledged and signed by the graduate student. If a student is being appointed as a GRA and/or GRAF and supported from restricted funds, the Letter of Appointment must also be signed by the faculty member holding the funds. Graduate students should ensure they receive and keep a signed copy of their Letter of Appointment.

Any subsequent amendments to the Letter of Appointment must be made in writing and signed by the Appointing Officer, Assistantship Supervisor (if applicable), and the graduate assistant. Any changes to duties and responsibilities must be made no later than the end of the first week of the term and agreed to by the graduate assistant.

Time Use Guidelines

At the beginning of each University term, the Assistantship Supervisor and the GTA, GTA-PI, or GRA must meet and complete an Assistantship Time Use Guideline as set out in Appendix C of the Collective Agreement. The Time Use Guideline ensures that both the GTA/GRA and Assistantship Supervisor are in agreement with the assistantship responsibilities and

expectations. It is *recommended* that academic supervisors discuss expected tasks for each term with a GRAF.

Departments must ensure GTAs/GRAs are trained for the duties to be performed and must include training as part of the assistantship. The Assistantship Supervisor must ensure that the GTA/GRA receives appropriate supervision over the term of the assistantship. A copy of the completed Time Use Guideline (Appendix C) will be held in the GTA's/GRA's department file.

Valid Study Permit (and Work Permit if Applicable)

International graduate students must ensure they have a valid permit to work in Canada and provide it to their department. Graduate students who are registered full- time in a graduate program and holding a valid Study Permit are eligible to work on campus. Graduate students who are registered part-time must hold a valid Study Permit and Work Permit to work on campus.

Social Insurance Number (SIN)

All graduate students who wish to work in Canada need to obtain a Social Insurance Number. Departments must require graduate students to inform them of their SIN within three business days of when they start work. A non-Canadian or Permanent Resident will have a SIN number that begins with the number "9".

TERMINATION OF GRADUATE ASSISTANTSHIP

A graduate assistantship cannot be terminated without just cause and written justification. In cases where the graduate assistantship can no longer be funded through restricted funds, the Department will be responsible for providing funding to the graduate assistant at a level equivalent to the original graduate assistantship appointment.

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.

LEAVES AND DEFERRALS

An impending or current leave cannot be used as the basis for denying an offer of a graduate assistantship for a future Academic Term

Paid Child Bearing and Parental Leave Benefits

The term, "Maternity" has been replaced with "Child Bearing". And 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.

Graduate students who have held assistantships for one four-month University term are entitled to six weeks of child bearing leave at 100% of stipend and 10 weeks of parental leave at 75% of stipend. Graduate students not eligible for child bearing leave may take up to 16 weeks of parental leave at 75% of stipend. To activate the leave, the graduate student must complete a Paid child bearing and/or Parental Leave and/or Deferral of Assistantship Form as set out in Appendix D of the Collective Agreement. Graduate students holding assistantships which are three hours or less a week are not eligible for paid child bearing and parental leave benefits.

Medical Leave

Graduate students holding assistantships are entitled to up to three weeks of paid medical leave at 100% of stipend. To qualify for such leave, a graduate student must submit a medical certificate to the Assistantship Supervisor. Graduate students holding assistantships which are three hours or less a week are not eligible for paid medical leave.

Compassionate Leave and Bereavement Leave

Graduate assistants are entitled to up to three weeks paid Compassionate Leave to address an immediate family medical emergency, which places primary responsibility for care and support on the graduate assistant. Graduate assistants are 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. The Dean, FGSR, may approve a 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. The leave is normally paid by the same funding source paying the assistantship stipend. Graduate assistants whose appointments are three hours or less a week are not eligible for paid Compassionate and Bereavement Leave.

Leave for Traditional Indigenous Practices

A Graduate Assistant who self-identifies as an indigenous person shall be granted an unpaid leave of absence of up to five days in every calendar year to engage in traditional practices, including: a) Hunting; b) Fishing; c) Harvesting; and d) ceremonial practices. The unpaid leave of absence may be taken in one or more periods. A Graduate Assistant requesting Leave for

Traditional Indigenous Practices shall make their request to their Graduate Assistantship Supervisor no later than 10 days before the proposed leave. Leave requests shall not be unreasonably denied.

Academic Conference Leave

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 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. A Graduate Assistant who wishes to take academic conference leave in accordance with Article 26 shall apply to their Graduate Assistantship Supervisor as soon as possible upon notice of invitation to present.

Jury Duty Leave

Graduate students holding assistantships who have 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, they provide written confirmation of the date(s) and time(s) on which they appeared and/or were served by an appropriate official of the court. The leave with pay will be reduced by any amounts received by the graduate assistant for jury duty.

Deferral of Assistantship

A graduate student may request a deferral of an assistantship due to medical, compassionate, child bearing/parental reasons by completing the *Paid Child Bearing and/or Parental Leave and/or Deferral of Assistantship Form* as set out in Appendix D of the Collective Agreement. Requests for deferrals will also be considered for graduate students holding assistantships who are also serving as GSA President, or a Vice-President.

SAFETY. HEALTH and WELLNESS

It is the University's responsibility to maintain a safe work environment. A Graduate assistant can reasonably expect to pursue their work in a safe and respectful environment. The University and each graduate assistant need to recognize and accept their responsibilities to maintain a safe work environment through compliance with applicable health and safety legislation and regulations. Departments will provide graduate assistants with training, orientation and information needed to perform their work duties in a safe manner. If a graduate assistant considers their workplace to be unsafe or that another person is performing work in an unsafe manner, they need to immediately report the condition to the authority in charge of safety, the Graduate Assistantship Supervisor, and/or Department Chair and seek a collaborative resolution to the concern. If the Department Chair and Graduate Assistantship Supervisor deem the conditions unsafe, the graduate assistant will not be required to perform their duties, pending an investigation of the safety concerns. Graduate assistants have the right to contact the Office of Health, Safety and Environment (HSE) and the Office of Safe Disclosure and Human Rights, if their concerns are not being addressed by the Department Chair to their satisfaction. A graduate assistant who in good faith exercises their rights will not be subject to the withholding of pay, applying discipline or terminating a Graduate Assistantship.

DISPUTE RESOLUTION

The purpose of the dispute resolution process in the Collective Agreement is to resolve issues, problems, complaints and grievances in a timely and effective manner and strive to maintain harmonious and collegial working relations. Those involved in a dispute should first make reasonable efforts to resolve the dispute through informal, face-to-face problem-solving.