

## Graduate Student Assistantship (GSA) Collective Agreement Information Sheet for Departments

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

If a conflict arises between the Collective Agreement and the requirements of a funding agency, the requirements of the funding agency will apply.

### CONTACTS

Departments are encouraged to contact Faculty Relations ([fsrel@ualberta](mailto:fsrel@ualberta)) for Graduate Assistantship questions and on the interpretation of the Collective Agreement.

For processes arising from the Collective Agreement (e.g., eForms) please contact Employment Services at [employmentservices@ualberta.ca](mailto:employmentservices@ualberta.ca)

### DEFINITIONS

**Appointing Officer:** the Dean or Chair responsible for appointing the Graduate Assistant. Note: can be delegated to the Associate Chair (Graduate).

**Graduate Assistantship Supervisor:** the person responsible for the supervision and coordination of the duties performed by the graduate student under the Graduate Assistantship.

**Graduate Student:** 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.

**Graduate Supervisor:** the faculty member who is directly responsible for the supervision of a graduate student's academic program.

Graduate students employed as graduate assistants at the University of Alberta are governed by a Collective Agreement. Under the *Labour Relations Code*, the Graduate Students' Association 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. The Office of the Provost Vice-President (Academic), together with the Faculty of Graduate Studies and Research (FGSR), are responsible for negotiating the terms of the Collective Agreement with the Graduate Students' Association. Faculty Relations in the Office of the Provost 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/graduate-student-assistantship-agreement.pdf> Semi-Monthly Pay Schedule: <https://www.ualberta.ca/human-resources-health-safety-environment/managing/employment-benefits-and-pay-administration/pay-period-schedules.html>

### TYPE OF GRADUATE ASSISTANTSHIPS (Articles 8, 9 and 10)

A graduate assistantship is a form of financial assistance provided to a graduate student to enable them to gain experience in teaching and/or applying and mastering research concepts, practices, or methods of scholarship. Duties are similar to that of an apprenticeship. In view of this, functions should not include routine duties commonly associated as administrative, clerical or technical work, such as personal services for a faculty member, cleaning up after a function or research symposium, maintaining the personal equipment (e.g., computer) of a faculty member.

#### Graduate Teaching Assistantship (GTA)

The duties of a 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 Appendix B). Note: students appointed as a GTA-PI must have sole responsibility for teaching the course. If they are co-teaching they are not solely responsible for the course and should be appointed as GTAs.

#### Graduate Research Assistantship (GRA)

The duties of a 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 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 GRAF is normally funded through restricted funds and may form part of a funding package to support the graduate student in their graduate studies. The value of the GRAF may vary by discipline and by the requirements of the restricted funds supporting the GRAF. The relationship between the Assistantship Supervisor and GRAF is not an employment relationship.

### **MAXIMUM HOURS OF WORK** (Articles 8, 9 and 10)

- ✓ 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 student registered part-time may hold up to a 6 hour per week GTA.
- ✓ A student registered full-time may hold a GRA for a maximum average of 12 hours per week. A student registered part-time may hold up to a 6 hour per week GRA. **Note:** part-time international graduate students are only allowed to work in their last term of their graduate program.
- ✓ There are no working hours attached to a GRAF as the fellowship is not considered employment.
- ✓ The total numbers of hours in combined appointments including a GRA and GTA (including GTA-PI) shall normally not exceed 12 hours.  
As per clause 8.13 and 9.11, exceptions require agreement of the Graduate Assistant, the Graduate Supervisor, Appointing Officer, and approval of the Provost (or designate) in consultation with the GSA. Requests should be emailed to [fsrel@ualberta.ca](mailto:fsrel@ualberta.ca).

A graduate student can hold both a GRAF and a GRA and/or GTA up to a maximum of 12 hours per week.

### **WORKLOAD** (Articles 8 and 9)

New language has been included in the agreement with respect to managing student's progress and workload along with a phased process to resolve GTA and GRA concerns. The new wording encourages graduate assistantship supervisor and employed graduate assistants (GTAs and GRAs) 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 a representative from Faculty Relations 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** (Article 11)

- ✓ For a GTA and GRA, the stipend consists of two components: salary + award. The salary is employment income and is subject to Income Tax, Canada Pension Plan and Employment Insurance deductions. The award is not 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.
- ✓ For a GRAF, the stipend consists of a fellowship and is not considered employment. Therefore, it is not subject to Income Tax, Canada Pension Plan and Employment Insurance deductions.
- ✓ Graduate Assistants are paid semi-monthly (twice a month), in arrears no later than 10 days after each pay period by direct deposit. See the [Pay Period Schedules](#). Departments should inform Graduate Assistants to set up [direct deposit](#) in the Employee section of Bear Tracks.
- ✓ The university will automatically deduct up to 80% of any outstanding tuition and non-instructional fees owing from a graduate students' assistantship stipend. This includes any International Differential Fees.
- ✓ Annual tax slips (e.g. T4 or T4A slip) are available electronically via Bear Tracks in February of the year following employment. It is important to remind new students holding assistantships to complete the [Tax Slip Consent](#) through Bear Tracks. Consent is only required once. HRS will send out an email to all staff when the current tax slip is available for viewing and printing.

### **ANNUAL PERFORMANCE INCREASE** (Article 13)

A student appointed as a GTA, GTA-PI, or GRA in a subsequent academic year in the same department, whose work was satisfactory in the previous academic year, must be

provided a 5% performance increase to the salary component of the graduate assistantship stipend, regardless whether the student is already being paid above the minimum salary rate. This is in addition to the annual negotiated increase.

#### **VACATION (Article 14)**

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. Graduate Assistants may not carry forward unused vacation time from one four-month university term to another, without the advance written consent of the Appointing Officer, the Graduate Supervisor and all relevant Graduate Assistantship Supervisors. In some cases, vacation carry forward may not be allowed based on the funding source.

#### **DEPARTMENT RESPONSIBILITIES**

##### ✓ **Prepare Letter of Appointment (Appendix A)**

The Department must prepare a Letter of Appointment as set out in Appendix A. The Letter of Appointment must include the *Collective Agreement Highlights* document. The Letter of Appointment must be signed by the Appointing Officer and must be acknowledged and signed by the graduate student. If a student is being appointed as a GRA or GRAF and paid by restricted funds, the Letter of Appointment must also be signed by the faculty member holding the funds. The Appointment Letter must be attached to the eForm.

##### ✓ **Confirm Valid Study Permit (and Work Permit if applicable)**

Departments must ensure that international graduate students have a valid permit to work in Canada. International graduate students can continue to work beyond the expiry of current permit if they provide proof of extension made prior to expiry date of current permit. For questions, contact a university's International Student Advisor & Regulated Canadian Immigration Consultant at [issia2@ualberta.ca](mailto:issia2@ualberta.ca).

##### ✓ **Initiate Payment**

Departments must submit an eForm to Human Resource, Health, Safety and Environment (HRHSE) by the scheduled payroll deadlines. For international graduate students, a copy of the Study Permit/Work Permit (if applicable) must be attached to the eForm. HRS will not process a payment without a copy of the Appointment Letter and appropriate Study/Work Permit.

##### ✓ **Confirm Social Insurance Number (SIN)**

All students who wish to work in Canada need to obtain a Social Insurance Number. Departments must require 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".

##### ✓ **Establish Time Use Guidelines (Appendix C)**

At the beginning of each university term, the Assistantship Supervisor and the graduate student must complete an [Assistantship Time Use Guideline Form](#) as set out in Appendix C. This ensures that both parties are in agreement with the assistantship responsibilities and expectations. A copy of the completed form should be held in the student's personnel file. Note: It is recommended that academic supervisors discuss expected tasks for each term with a graduate student holding 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.

#### **AMENDMENTS TO TERMS AND CONDITIONS (Clause 6.03)**

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 student.

**TERMINATION OF GRADUATE ASSISTANTSHIP (Clause 6.04)**

NEW: 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 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.

**PAID CHILD BEARING AND PARENTAL LEAVE BENEFITS (Article 16)**

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.

Students who have held an assistantship 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. Students not eligible for child bearing leave may take up to 16 weeks of parental leave at 75% of stipend. The leave is normally paid by the same funding source paying the assistantship stipend. To activate the leave from the assistantship, the student must complete a [Paid Child Bearing and/or Parental Leave and/or Deferral of Assistantship Form](#) which can be download from the HRS website. The department must complete an eForm to decrease the student's stipend to 75% while on paid parental leave. In cases where the funding agency covers 100% of the stipend please email the [Paid Child Bearing and/or Parental Leave and/or Deferral of Assistantship Form](#) to Human Resources, Health, Safety and Environment to record the leave in HCM. Note: students appointed to an assistantship for three hours or less a week are not eligible for paid leave benefits.

**Example 1:** a student was offered a one-year assistantship (Sept 1/21 to Aug 31/22). The student held the assistantship during the fall term, commenced a paid child bearing/ parental leave from Jan 1/22 to April 24/22, and then took a leave without pay from April 25/22 to Dec 31/22. Upon return, the student was appointed to a four-month assistantship which made up for the unpaid portion of their leave.

**Example 2:** a student was guaranteed a funding package for four years. In the fall term of the student's third year, the student went on a paid parental leave. The student's four years of guaranteed funding includes the paid child bearing/parental leave.

**Example 3:** a student was expecting a child in October. The student chose to defer the assistantship for one year. When the student returns from leave, the Department will owe the student the deferred one-year assistantship.

**MEDICAL LEAVE (Article 17)**

Students holding assistantships are entitled to up to three weeks of paid medical leave at 100% of stipend. If the medical leave is expected to exceed three weeks, the Department or the faculty member will fund the graduate assistantship at 100% of stipend 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. To qualify for paid leave, a graduate student must be registered during the term (i.e., pay tuition/fees) and submit a medical certificate to the Assistantship Supervisor. Students who do not register for the term are not eligible for paid leave and must apply for a deferral of the assistantship. Students whose assistantships are three hours or less a week are not eligible for paid medical leave.

**COMPASSIONATE LEAVE AND BEREAVEMENT LEAVE (Article 18)**

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.

#### **JURY DUTY LEAVE (Article 19)**

Students holding assistantships who receive a summons to appear in court for the purpose of jury selection or jury duty will be granted leave with pay from their assistantship 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 student for jury duty.

#### **DEFERRAL OF GRADUATE ASSISTANTSHIP (Article 20)**

A graduate student may request a deferral of a graduate assistantship due to medical, compassionate, child bearing or parental reasons by completing the [Paid Child Bearing and/or Parental Leave and/or Deferral of Assistantship Form](#).

#### **SAFETY, HEALTH AND WELLNESS (Article 22)**

New and revised language are now reflective that 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.

It further outlines the requirement for supervisors to be competent and familiar with their obligations related to safe work along with a requirement of university to provide graduate assistants with training, orientation, and information to perform their work duties in a safe manner. If a graduate assistant considers their workplace unsafe, the graduate assistant will immediately report the condition to their supervisor, and/or department chair and seek a collaborative resolution to the concern.

Rules around the "Refusal to Work" was also added to clarify that a graduate assistant may choose to exercise their right to refuse unsafe work in accordance with the process defined in the OHS. The university's Office of Health, Safety and Environment (HSE) 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. 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 OHS legislation, university policy or in accordance with the Article 22.

#### **FREQUENTLY ASKED QUESTIONS**

**Q. If a student is not commencing a graduate program until September, can the Department hire them as a Graduate Assistant in the prior spring/summer terms?**

**A.** No, as the student will not be registered as a graduate student (thesis or course-based program) until the fall term, they are not eligible to hold a graduate assistantship prior to September 1<sup>st</sup>.

**Q. Can a graduate student be appointed under the GSA Collective Agreement for more than 12-hours a week?**

**A.** If a department wants to request an exception to the 12-hour a week limit for a graduate student holding an assistantship, the Chair/Associate Chair (Graduate) may submit a written request to Faculty Relations ([fsrel@ualberta.ca](mailto:fsrel@ualberta.ca)) who will seek approval. The request must include the year of program, whether they have passed the candidacy exam, an indication that the student's graduate supervisor is in agreement with the overage of hours, and justification for the additional hours.



**Q. Can a full-time registered graduate student work as a GTA, GTA-PI, or GRA for more than 12 hours a week in the spring and summer months?**

**A.** No, the same regulations apply whether a student is holding a graduate assistantship in the fall, winter, spring or summer terms.

**Q. Can a graduate student be appointed under the Academic Collective Agreement, Schedule D: Academic Teaching Staff (ATS)?**

**A.** A graduate student in years 1-3 must be appointed under the GSA Collective Agreement as a GTA-PI to teach one course.

A graduate student in years 4+ may be appointed as an ATS instructor to teach one course, provided that this would be outside of their guaranteed funding package. A graduate student should not be holding both an ATS and a 12-hour GTA or GRA at the same time.

A graduate student can be hired under the ATS Agreement for the Spring and/or Summer term, if the student is in year 4+ and the salary is not part of the student's guaranteed funding package (i.e., some depts only guarantee funding for Fall/Winter terms).

**Q. Can I hire a graduate student as casual hourly under the GSA Collective Agreement?**

**A.** There is no casual hourly category under the GSA Collective Agreement. If you want to hire a graduate student to perform one specific task, such as marking one exam or as a one-time lab demonstrator, you may hire them under the short term academically-related employment (STARE) category using the hourly rates set out in Appendix E of the GSA Collective Agreement. The STARE appointment letter template can be found in the [Forms and Documentation](#). The Appointment Letter must be attached to the eForm.

**Q. Can I pay a graduate student a scholarship from my research grant?**

**A.** No, normally there is a competition and students submit applications, which are then adjudicated and awarded. In most cases, it would be a named scholarship. If a faculty member is paying a student from their research funds to work on their program, they need to be appointed as a GRAF under the GSA Collective Agreement.

**Q. If a graduate student is being supported by a faculty member from another department, who prepares the appointment letter and eForm?**

**A.** The appointment letter and eForm are normally prepared by the faculty member's home department where the research funds are held. The appointment contract is signed by the faculty member and the faculty member's Department Chair. Both departments should work together to ensure that they are aware of the appointment.

**Q. If a department is aware of a graduate student going on a leave (e.g., medical or child bearing), can the graduate student be denied an assistantship for the upcoming term?**

**A.** No, a leave cannot be used as the basis for denying an offer of a graduate assistantship for a future academic term. To do so may constitute violation of human rights.

**Q. If a department has guaranteed GRA funding to a graduate student for two years, is the department required to provide an annual Appointment Letter to the student?**

**A.** No, the Appointment Letter can indicate an end date greater than one year; however the student must receive an [Assistantship Time Use Guideline](#) for each term (or annually, if applicable) to ensure that both parties are in agreement with the assistantship responsibilities and expectations. As well, if the appointment changes

(e.g., hours increased, funding, type of assistantship), then the department will need to issue a revised Appointment Letter.

**Q. If a student completes the degree requirements prior to the end of a four-month term, and the Department submits the *Program Completion Form to FGSR*, can the graduate student continue to hold a graduate assistantship to the end of the four-month term?**

**A.** If the graduate student is registered in the graduate program and paid the tuition and fees for that specific four-month term, then the Department may choose to continue to employ the students as a GRA or GTA until the end of that term.

**Q. Can a department continue to pay an international graduate student who has returned to their home country?**

**A.** If the graduate student has returned to their home country to complete the dissertation, and they let their Study Permit/Work Permit lapse, then the student cannot be paid as a university employee. Departments should contact one of the International Student Advisors & Regulated Canadian Immigration Consultants in Alberta International prior to the student leaving the country.