

# Graduate Student Assistantship Collective Agreement Information Sheet for Graduate Students (September 1, 2016)

**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.

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Departments who have concerns or questions should contact Faculty Relations, Office of the Provost and Vice-President (Academic).

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For complete information in all cases refer to the Collective Agreement.  
[www.gsa.ualberta.ca](http://www.gsa.ualberta.ca)

The University of Alberta has a Collective Agreement governing the Graduate Assistantships. Under Alberta's *Post-Secondary Learning Act* (Sect 96), the Graduate Students' Association (GSA) has the exclusive authority to negotiate 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: <http://www.hrs.ualberta.ca/MyEmployment/Agreements.aspx>
- Graduate Students' Association: <http://www.gsa.ualberta.ca>
- Semi-Monthly Pay Schedule: <http://www.hrs.ualberta.ca/HiringandManaging/PayAdmin>

## 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 a minimum stipend if it is to be considered a fully-funded GRAF (see Collective Agreement Appendix B).

## 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.
- ✓ There are no working hours attached to a GRAF as it is not considered employment.
- ✓ The total numbers of hours in combined appointments including a GRA and GTA (GTA-PI) shall normally not exceed 12 hours. Exceptions require agreement of the Graduate Assistant, the Graduate Supervisor, Appointing Officer, the GSA Vice-President Labour (when appropriate), and approval of the Provost (or designate). 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.

## REMUNERATION AND INCOME TAX

- ✓ For a GTA and GRA, the stipend 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.
- ✓ For a GRAF, the stipend 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 or GRA whose work in the previous academic year was satisfactory and is receiving an appointment in a subsequent year is entitled to a 5% increase to the salary component. This is in addition to the annual negotiated salary increase.

## VACATION

A graduate assistant is entitled to 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, Graduate Supervisor, and all relevant Graduate Assistantship Supervisors. In some cases, vacation carry forward may not be allowed based on the funding sources.

## DEPARTMENT AND GRADUATE ASSISTANT RESPONSIBILITIES

### ✓ 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 copy of their Letter of Appointment.**

### ✓ 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.

### ✓ Payment

Departments must submit an HR Smart Form to Human Resource Services (and **attach the Appointment Letter**) by the scheduled [payroll deadlines in order to ensure on-time payment to graduate assistants](#). For international graduate students,

departments must attach a copy of the Study Permit/Work Permit (if applicable).

**Payroll Operations will not process a payment without a copy of the Appointment Letter and appropriate Study/Work Permit.**

✓ **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".

✓ **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 personnel file.**

✓ **Amendments to Terms and Conditions**

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.

**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.

**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 Maternity and Parental Leave Benefits**

Graduate students who have held assistantships for one four-month University term are entitled to six weeks of maternity leave at 100% of stipend and 10 weeks of parental leave at 75% of stipend. Graduate students not eligible for maternity 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 Maternity 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 maternity 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.

#### **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, maternity/parental reasons by completing the *Paid Maternity 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 develop 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. 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 Environment, Health and Safety 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.

#### **ASSISTANTSHIP PAY and TUITION DEDUCTIONS**

- Graduate students must set up [direct deposit](#) 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 [semi-monthly pay periods and pay dates](#).
- All payments are made by direct deposit to the graduate student's personal bank account.
- 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

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.

Payroll Operations located in the University's Human Resources Services receives this departmental pay information/authorization and processes the pay.

**Graduate students with questions about their assistantship pay should first refer to their Department graduate administrator.**

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. **For 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.
- The University does not print or mail tax slips (T4/T4A); they are available through [Bear Tracks](#) in February of the year following employment. Graduate students must consent to receive their tax slips online through [Bear Tracks](#). Consent is only required once.