

**GRADUATE STUDENT ASSISTANTSHIP  
COLLECTIVE AGREEMENT**

**BETWEEN THE  
GRADUATE STUDENTS' ASSOCIATION  
(The "GSA")**

**AND**

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

**September 1, 2016 to August 31, 2018**

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 Post-Secondary Learning Act, 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.

### **ARTICLE 4: TERM AND VARIATION OF THIS AGREEMENT**

- 4.01 This Agreement is effective from September 1, 2016 to August 31, 2018 and replaces any previous agreements negotiated by the parties respecting the employment of Graduate Assistants.
- 4.02 The provisions of this Agreement will remain in effect until the parties conclude a new agreement in accordance with Article 5, “Collective Bargaining”.
- 4.03 During the term of this Agreement, the Provost and the President of the GSA may mutually agree to waive or amend specific time limits and provisions of the Agreement. Such agreements will be confirmed in writing and subject to ratification by the GSA Council.
- 4.04 A Graduate Assistant and their Graduate Assistantship Supervisor and Appointing Officer may agree to vary the terms of this Agreement, provided that such agreement:
- (a) Is in the best interest of the Graduate Assistantship Supervisor and the Graduate Assistant; and
  - (b) Does not result in a rate of pay that is lower than the applicable rate stipulated in this Agreement; and
  - (c) The variation is documented by the Graduate Assistantship Supervisor and appended to the Graduate Assistant’s Letter of Appointment; and
  - (d) The variation is approved by the Provost following consultation with the Vice-President Labour of the GSA.

## ARTICLE 5: COLLECTIVE BARGAINING

- 5.01 By October 1 of the year preceding the expiry of the Agreement, the Vice-President Labour of the GSA and the Provost will communicate the names of no more than five representatives each to serve as their negotiating teams in collective bargaining.
- 5.02 The negotiating teams will exchange written proposals to amend the Agreement by no later than November 1 of the year preceding the expiry of the Agreement.
- 5.03 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.
- 5.04 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.
- 5.05 A Memorandum of Settlement concluded by the negotiating teams will be submitted to the Board and the GSA Council for ratification.
- 5.06 If the negotiating teams are unable to conclude a Memorandum of Settlement, the parties may mutually agree 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.
- 5.07 If the negotiating teams are unable to conclude a Memorandum of Settlement through negotiations or the involvement of a mediator by March 1, unresolved issues will be submitted to arbitration for final and binding resolution by final offer selection in accordance with the arbitration provisions of this Agreement. This deadline may be extended by mutual agreement of the parties.

## 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.
- 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.

### 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.

6.04.02 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 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.

7.02 Questions relating to the application of selection criteria should be directed to the Department Chair.

7.03 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 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 (e.g. training, grading papers, course preparation, research, and related duties).
- 8.08 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.
- 8.09 The Graduate Assistantship Supervisor will ensure the GTA receives appropriate supervision over the term of the Graduate Assistantship.
- 8.10 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.
- 8.11 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.
- 8.12 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.
- 8.13 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 (when appropriate), and approval of the Provost (or designate).
- 8.14 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.
- 8.15 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.

## **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, and complete a Graduate Assistantship Time Use Guideline (Appendix C).
- 9.08 The GRA will be provided with work space, access to work areas and support services needed to perform their job duties.
- 9.09 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.
- 9.10 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.
- 9.11 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 (when appropriate), and approval of the Provost (or designate).
- 9.12 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).
- 9.13 The Graduate Assistantship Supervisor will provide reasonable notice of any changes required to the GRA's work schedule.
- 9.14 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.

## **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.

## **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 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.
- 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 <http://www.hrs.ualberta.ca/PayandTaxInfo.aspx>. 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.

## **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: VACATION**

- 14.01 Graduate Assistants 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).
- 14.02 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.
- 14.03 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.
- 14.04 Vacation entitlement is in addition to days when the University is closed.
- 14.05 There is no vacation pay on contract expiry or termination in lieu of vacation time not taken.

## **Article 15: GENERAL LEAVE PROVISIONS**

- 15.01 Eligibility for paid leave does not extend beyond the end date of a Graduate Assistant's contract term.
- 15.02 A Graduate Assistant whose appointment is three hours or less a week is not eligible for paid maternity and parental leave, medical leave, or compassionate leave benefits.
- 15.03 The Appointing Officer must be notified in cases where a Graduate Supervisor is supporting the Graduate Assistant through restricted funds and cannot support a request for paid leave.
- 15.04 Where any leave is denied (i.e. did not meet eligibility criteria) a copy will be sent to the GSA as well as to the Graduate Assistant.
- 15.05 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.

## **Article 16: PAID MATERNITY AND PARENTAL LEAVE BENEFITS**

- 16.01 The purpose of maternity leave is to provide a female 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.
- 16.02 Eligibility
- 16.02.01 To be eligible for paid maternity 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.
- 16.03 Length of Leave
- 16.03.01 A Graduate Assistant is entitled to maternity leave of up to six weeks at 100% of stipend and parental leave of up to an additional 10 weeks at 75% of stipend.
- 16.03.02 A Graduate Assistant who is not eligible for maternity leave may take up to 16 weeks of parental leave at 75% of stipend.
- 16.04 Application
- 16.04.01 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 maternity or parental leave benefits.
- 16.04.02 A Graduate Assistant who wishes to take maternity 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 Maternity and/or Parental Leave and/or Deferral of Graduate Assistantship Form (Appendix D).
- 16.04.03 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.
- 16.04.04 A Graduate Assistant may be entitled to an additional leave without pay to extend the leave as per the deferral provisions of this Agreement.

## **Article 17: MEDICAL LEAVE**

- 17.01 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.
- 17.02 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.
- 17.03 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 at 100% of stipend.
- 17.04 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 18: COMPASSIONATE AND BEREAVEMENT LEAVE**

- 18.01 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.
- 18.02 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).
- 18.03 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.
- 18.04 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.
- 18.05 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 19: 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 20: DEFERRAL OF ASSISTANTSHIP**

- 20.01 Requests for a deferral of an assistantship for medical, compassionate, maternity or parental reasons will be made by the Graduate Assistant to the Graduate Assistantship Supervisor and Appointing Officer.
- 20.02 Requests for deferrals will also be considered for Graduate Assistants who are serving as GSA President or a Vice-President.
- 20.03 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 21: 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://uofa.ualberta.ca/graduate-studies/about/graduate-program-manual/section-10-intellectual-property>.

## **Article 22: SAFETY, HEALTH AND WELLNESS**

- 22.01 It is the University's responsibility to develop a safe work environment.
- 22.02 A Graduate Assistant can reasonably expect to pursue their work in a safe and respectful environment.
- 22.03 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.
- 22.04 Departments will provide Graduate Assistants with training, orientation and information needed to perform their work duties in a safe manner.
- 22.05 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.
- 22.06 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.
- 22.07 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.
- 22.08 A Graduate Assistant who exercises their rights under this Article, in good faith, will not be subject to the withholding of pay, applying discipline or terminating a Graduate Assistantship.

## **Article 23: DISCIPLINARY MATTERS RELATED TO EMPLOYMENT**

- 23.01 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.
- 23.02 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).
- 23.03 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.

## **Article 24: DISPUTE RESOLUTION**

### **24.01 Definitions**

- 24.01.01 "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.
- 24.01.02 Disputes relating to academic issues are outside the scope of this Agreement.
- 24.01.03 "Grievance" means any dispute over the interpretation, application, operation or alleged violation of the Agreement, including whether the dispute is arbitrable.

- 24.01.04 "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.
- 24.01.05 For the purpose of this article, "working days" means consecutive days, excluding Saturdays, Sundays or statutory holidays.
- 24.01.06 Time limits may be altered by mutual consent of the parties.

#### **24.02 Informal Resolution of Disputes**

- 24.02.01 The parties to a dispute will first make reasonable efforts to resolve the dispute through informal, face-to-face problem-solving.
- 24.02.02 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.
- 24.02.03 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.
- 24.02.04 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), and if not resolved, to the Department Chair.
- 24.02.05 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.
- 24.02.06 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.

#### **24.03 Grievances**

- 24.03.01 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.
- 24.03.02 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.
- 24.03.03 The grievance will be submitted to the Provost, with copies to other parties if relevant.
- 24.03.04 The grievance will be submitted within 30 working days of the date that the matters giving rise to the grievance came to the attention of the GSA. This timeline may be extended by the Provost.
- 24.03.05 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.
- 24.03.06 The Provost will provide a written response to the grievance within 20 working days of the final meeting.
- 24.03.07 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.

- 24.03.08 If the decision of the Provost fails to resolve the grievance, the GSA may advance the dispute to arbitration in accordance with Article 25.
- 24.03.09 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 24.03. The GSA Vice-President Labour will perform the equivalent role of the Provost in reviewing and responding to such grievances.

## **Article 25: ARBITRATION**

### **25.01 Grievance Arbitration**

- 25.01.01 If a grievance is initiated by the GSA, is properly considered in accordance with Article 24 and is not resolved, the GSA will have sole authority to decide whether to refer the grievance to an arbitration panel on behalf of the GSA or one or more Graduate Assistants.
- 25.01.02 If a grievance is initiated by the Provost, is properly considered in accordance with Article 24 and is not resolved, the Provost may refer the unresolved grievance to an arbitration panel on behalf of the Board.
- 25.01.03 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.
- 25.01.04 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.

### **25.02 Arbitration Arising from Article 5, "Collective Bargaining"**

- 25.02.01 If a collective bargaining dispute is referred to arbitration in accordance with Article 5, 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.
- 25.02.02 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.
- 25.02.03 The parties may agree in writing to an arbitrated process other than final offer selection.

### **25.03 Arbitration Panel**

- 25.03.01 An arbitration panel referred to under 25.01 or 25.02 will consist of one nominee chosen by the Provost and one nominee chosen by the GSA Vice-President Labour. Each party 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. If the Provost and the GSA Vice-President Labour fail to agree on a chair within 10 working days of providing notice of nominees, then either party may apply to the Chair of the Alberta Labour Relations Board for the appointment of a chair for the arbitration panel.
- 25.03.02 The parties may agree in writing to appoint one person to serve as an arbitration panel as an alternative to a three-person panel.
- 25.03.03 The panel will review submissions, conduct hearings and render a decision that is final and binding on the parties.
- 25.03.04 An arbitration panel constituted to resolve a grievance will not by its decision amend the terms of the Agreement.

- 25.03.05 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.
  - 25.03.06 Hearings before the arbitration panel are private and confidential.
  - 25.03.07 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.
  - 25.03.08 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.
  - 25.03.09 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.
  - 25.03.10 The costs of the arbitration panel will be shared equally by the parties.
- 25.04 Time limits may be altered by mutual agreement of the parties.

## APPENDIX A Letter of Appointment

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 <http://www.hrs.ualberta.ca/en/MyEmployment/Agreements.aspx>. 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 GRA Fellowship).
- ✓ 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 GRA Fellowship>*
- ✓ Stipend per Month *<for GRA/GTA include amount of award & salary; for GRA Fellowship 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](https://uofa.ualberta.ca/graduate-studies/professional-development/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.

[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 work hours per week]
- (d) Stipend:    \$[Enter Award/Salary or Fellowship Stipend]    Annual 5% Increase (if applicable): \$[Enter Amount]
- (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 the *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.

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

\_\_\_\_\_  
Appointing Officer

\_\_\_\_\_  
Faculty Member

I accept this offer of appointment as set out in this letter. 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 <http://www.hrs.ualberta.ca/en/MyEmployment/Agreements.aspx>

\_\_\_\_\_  
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 (FOIPP) 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, 2-160 University Terrace, University of Alberta, phone 780-492-4555..

Cc Student's File in Department and Employment Services, HRS

**Appendix B**  
**2016-2017 Minimum Monthly Rates of Pay**

<b>Graduate Teaching Assistantship (Award + Salary)</b>				
<b>Work Hours</b>	<b>Fixed Award</b>	<b>Minimum Salary</b>		
		<b>Doctoral Student</b>	<b>Master's Student</b>	<b>Principal Instructor</b>
12/ wk	900.03	1158.50	1068.09	1474.45
11/ wk	825.02	1061.97	979.08	
10/ wk	750.02	965.42	890.08	
9/ wk	675.02	868.88	801.07	
8/ wk	600.02	772.34	712.05	
7/ wk	525.01	675.79	623.05	
6/ wk	450.01	579.26	534.05	
5/ wk	375.01	482.71	445.03	
4/ wk	300.01	386.16	356.03	
3/ wk	225.01	289.63	267.03	
2/ wk	150.01	193.09	178.02	
1/ wk	75.00	96.55	89.00	

<b>Graduate Research Assistantship (Award + Salary)</b>			
<b>Work Hours</b>	<b>Fixed Award</b>	<b>Minimum Salary</b>	
		<b>Doctoral Student</b>	<b>Master's Student</b>
12/ wk	900.03	1158.50	1068.09
11/ wk	825.02	1061.97	979.08
10/ wk	750.02	965.42	890.08
9/ wk	675.02	868.88	801.07
8/ wk	600.02	772.34	712.05
7/ wk	525.01	675.79	623.05
6/ wk	450.01	579.26	534.05
5/ wk	375.01	482.71	445.03
4/ wk	300.01	386.16	356.03
3/ wk	225.01	289.63	267.03
2/ wk	150.01	193.09	178.02
1/ wk	75.00	96.55	89.00

<b>GRA Fellowship</b>	
<b>Minimum Stipend for Full Funding Support</b>	
<b>Doctoral</b>	<b>Master's</b>
2058.53	1968.12



**APPENDIX D**  
**Paid Maternity/Parental Leave and/or**  
**Deferral of Graduate Assistantship Form**

**Maternity Leave:** A Graduate Assistant who is the birth mother is entitled to maternity 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 maternity 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 state date to indicate end date

Paid Maternity 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](http://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 A (Doctoral: \$19.79/hr; Master's \$18.92/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.