

Posting Websites

On your behalf, CUPE 3906 has negotiated a new one-stop postings website for all Sessional and Hourly-Rated Sessional Music Faculty work under the Collective Agreement. The Employer has committed to post vacancies between March 1st and July 31st of the preceding academic year. The list of open postings can be found on the main careers page at <http://www.workingatmcmaster.ca/careers/>

You can use your MacID.

If you think a posting is missing from this website, please let us know at staff@cupe3906.org and we will make sure it gets uploaded.

Instructional Resources (Article 13)

As a Sessional Instructor, you are entitled to a number of instructional resources to do your job. These include office space, mail box, and secure storage space for course materials such as examinations and confidential student requests. You are also entitled to an e-mail account for at least 12 months, and if you need this account for longer you can put in a request with your department administrator.

You also have access to the McMaster Library for a period of 12 months. You can access library materials by producing your McMaster University Employee Identification Card at the Library circulation desk. If you are not able to access any of these instructional resources, or need other resources to be effective in your job, please contact the Chair of your Department, or contact the Union at staff@cupe3906.org and we can help you get the resources you need.

Instructional Resources for Hourly-Rated Music Faculty (Article 13)

As an Hourly-Rated Sessional Music Faculty, you are entitled to proper and adequate studio space to carry out your duties, including properly tuned and maintained pianos and 10 minutes of preparatory time for every 50 minutes of instruction. You are not required to use your own personal equipment or studio space. If you have any concerns about your access to studio space, contact the Chair of the Department, or contact the union's staff at staff@cupe3906.org and they can help you address the problem.

Paid Pregnancy or Unpaid Parental Leave (Article 18.03)

You are eligible to take Paid Pregnancy or Unpaid Parental Leave. Please contact us so that we can tell you more about what your entitlement is and how to claim it

Current and Aggregate Seniority (Article 20)

Current Seniority is calculated as the number of times that you have previously taught the course you are applying for, so long as you have taught that course at least once in the past 36 months.

Aggregate Seniority is calculated as the total number of units of any course that you have taught at McMaster; however, you must hold current seniority in at least one course in order to have aggregate seniority.

For example, if you have taught Labour Studies 1A03 twice, with at least one of those times being in the past 36 months, you would have 6 units of current seniority in that course (3 units x 2 times teaching it). If you also had 3 units of current seniority in Labour Studies 3W03 (3 units x 1 time teaching it), you would have 9 units of aggregate seniority (6 units in 1A03 + 3 units in 3W03).

Seniority is one of the criteria that the Employer must take into consideration when making hiring decisions. Furthermore, seniority serves as a tie-breaker when candidates have similar qualifications. If you feel you have been denied an appointment on the basis of seniority, please contact us at staff@cupe3906.org and we will support you in getting appointed.



Unit 2 (Sessional Faculty and Hourly-Rated Sessional Music Faculty) Know Your Rights

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CUPE Unit 2: Sessional Faculty and Hourly-Rated Sessional Music Faculty

As a Sessional Faculty or Hourly-Rated Sessional Music Faculty and a member of CUPE 3906, you are covered by a Collective Agreement, which lays out the terms and conditions of your employment at McMaster. Your union negotiates a new Collective Bargaining Agreement every few years. Your current Collective Agreement expires on August 31, 2017. Although most people think of the Collective Agreement as ensuring scheduled increases to wages and providing a variety of benefits (Health Care Spending Account, Child Care, UHIP rebate, Professional Development, and starting in September, 2016, a comprehensive dental plan), your union also secures for you a variety of rights, including job security provisions, sick leave, parental leave, and access to office space.

This pamphlet summarizes quite a few of the rights that you have, what they mean, and how you can access them. In what follows, we have listed the relevant Article of the Collective Agreement in

(parentheses) after the title, which you can access and read in the full Collective Agreement here:

<http://cupe3906.org/wp-content/uploads/2010/01/Unit-2-Collective-Agreement-2013-2017.pdf>

If at any time a situation arises in which you experience refusal of a right that you feel you should be entitled to under the Collective Agreement, please contact us (staff@cupe3906.org)

First Consideration Appointments (Article 12.13)

A First Consideration Appointment is a form of job security that occurs when you are appointed to a course without having to apply to it through a competitive application process. You become eligible for a First Consideration Appointment when you have taught the course for two consecutive appointments after applying to teach it in two open application pools. With First Consideration, you are entitled to be appointed to that course, without it being posted or you needing to apply for it, the next two times that it is offered to sessional faculty. After these two offerings the cycle is reset and the course goes back into an open application competition.

Beginning in September 2015, all members who have previously completed a First Consideration Appointment who are then offered the course again after applying for it in an open competition, become entitled to be appointed to that course, without needing to apply for it, the next three times that the course is offered. This is referred to as Enhanced First Consideration.

The Employer cannot refuse to offer you an Appointment in order to avoid a First Consideration Appointment. If you have concerns that this has happened, or that you are eligible for a First Consideration Appointment and have not been offered one, please contact us at staff@cupe3906.org and we can help you get your appointment.

Cancellation Fees (Article 15.04)

In the event that your course gets cancelled after you have been given a Letter of Appointment, you are entitled to a cancellation fee of \$1000. If the course is cancelled with less than two calendar weeks before the start of the appointment (for example, if the course is cancelled on or after August 21st for a term that starts on September 4th), you are entitled to be paid a cancellation fee of \$2000. If your course is cancelled and you do not receive your cancellation fee, please contact us at staff@cupe3906.org and we will help you get your compensation.

Post-Contract Work (Article 15.05)

Although your contract typically runs from the beginning of the term to the day when your final grades are submitted, there may be times when you are asked to work after your contract is over. For example, you may be asked to set a deferred examination or participate in the adjudication of an academic dishonesty investigation; another possibility is if a student is contesting an essay grade and you are asked to review the paper. If any of these events happen, you shall be paid at the Hourly-Rated Sessional Music Faculty rate (in 2014/2015 that rate is \$60.77/hr). You can find the form that you submit to request payment for post-contract work here: <http://cupe3906.org/wp-content/uploads/2010/04/Click-here-to-download-the-Post-Contract-Work-Form.pdf>

Unplanned Leave, Including Sick leave (Article 18.01 a)

The Collective Agreement provides for you to take Unplanned Leave (Article 18.01) in a number of situations, including illness, bereavement, family responsibility and a variety of other reasons. Most of these leaves are paid, at least partially. If it is necessary to take one of these types of leave, please contact your supervisor as soon you are aware that you will be unable to teach class. Typically you will be allowed to make up any classes or come to an alternate arrangement with your supervisor. Please contact us at staff@cupe3906.org and we will help you if you unexpectedly need to take leave from your duties.

Planned Leave, Including Leave to Attend an Academic Conference (Article 18.02)

In the event that you need to attend an Academic Conference or observe a religious holiday, you are entitled to take Planned Leave with the prior permission of your supervisor. Such leave shall be without loss of pay, although you may be required to make up any missed classes. If you are thinking about attending an academic conference and are having trouble arranging permission, please contact us at staff@3906.org and we will help you get permission.

T2200 forms (Article 16.07)

Employees are entitled to receive a "Declaration of Conditions of Employment (T2200) Form" from the Employer. The T2200 form is used for claiming home office and travel expenses, where appropriate, when filing tax returns with the Canada Revenue Agency. To receive a signed T2200, e-mail the Dean of the Faculty explaining that there was insufficient space on campus to properly perform tasks related to your job. If your request for the T2200 form is denied, please contact staff@cupe3906.org and we can help you get your T2200 form signed.

Record of Employment

Federal legislation requires that all employers issue a Record of Employment (ROE) whenever earnings are interrupted for at least 7 days. This means that if your contract ends at the end of one semester and you do not have another contract secured for the next semester, an ROE must be sent to you, even if you do not plan on applying for federal Employment Insurance benefits. You should be credited with 238 hours worked for each 3.0 unit credit you have taught. You cannot access Employment Insurance without having an ROE.

ROEs legally need to be uploaded by McMaster within a week of your earnings being interrupted (ie/ at the end of the semester). If you have questions, please contact staff@cupe3906.org and we will help you get your ROE.

More information on ROEs can be found here: <http://www.servicecanada.gc.ca/eng/services/ei/employers/roe/>

Orientations (Article 12.19)

The Employer is obliged to provide you with a complete orientation when you are hired, to provide you with information about the general operations of the University and the resources available to Sessional Faculty in carrying out their duties, as well as to outline expectations regarding their roles as supervisors of teaching assistants (if applicable). If you did not receive an orientation when you started and would like one, please contact the Chair of your Department, or contact the Union.