

INTRODUCTION

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 Agreement every few years. Your current Collective Agreement expires on August 31st 2020. Although most people think of your 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 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 your Collective Agreement in parentheses after the title, which you can access and read in the full Collective Agreement here: <https://cupe3906.org/files/2018/02/Unit-2-CBA-2017-to-2020.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 at staff@cupe3906.org

Your Collective Agreement provides you with specific rights to Union representation in Articles 6 and 11, so please do not hesitate to contact us if you feel that our assistance can be helpful.



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. Extensions may be available.

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.

Credentialed Training Program through the MacPherson Institute (Article 19)

During the most recent round of collective bargaining, your union secured access for all sessional faculty to a free credential training program at McMaster University's Paul R. MacPherson Institute for Leadership, Innovation and Excellence in Teaching. More information about the program is available on the union's website. The training is currently provided without cost.

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.

Contact Us

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UNIT 2



Sessional Faculty and Hourly Rated
Sessional Music Faculty

**Know Your
RIGHTS!**

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First Consideration Appointments (Article 12.13)

First Consideration Appointments are 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 Standard First Consideration Appointment when you have taught the course for two consecutive appointments after applying to teach it in two open competitions. 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 three times that it is offered to Sessional Faculty.

Members who have completed a Standard First Consideration Appointment are then eligible for an Enhanced First Consideration Appointment. When the course is posted again and you are hired in an open competition, you are then entitled to be appointed to that course, without needing to apply for it, the next four times that the course is offered to Sessionals. Once you have secured a Standard or Enhanced First Consideration, the department can extend your appointment and continue to appoint you directly.

We are proud to have further strengthened both of these in our most recent Collective Agreement.



Large Class Supplemental Fee (Article 15.02)

For those of you earning the base rate and teaching a class with more than 75 students, please note that your last pay stub should reflect an additional supplementary payment of \$5.75 per student for each student above 75. If you teach a class with more than 75 students, please confirm that this additional supplement has been paid. Pay slips are available on MOSAIC.

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, you are entitled to be paid a cancellation fee of \$2000. Effective September 1st, 2018, the cancellation fee for courses cancelled with less than two calendar weeks before the start of the appointment will increase to \$4000.

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 (\$63.50/hr until Aug 31st, 2018, \$65.40 from Sept 1st, 2018 to Aug 31st, 2019, and \$66.70 beginning Sept 1st, 2019). You can find the form that you submit to request payment for post-contract work here: <http://cupe3906.org/files/2010/04/Click-here-to-download-the-Post-Contract-Work-Form.pdf>

Unplanned Leave, including Sick leave (Article 18.01 a)

Your 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, including newly secured leave for those experience domestic violence. 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. Making up classes or alternate arrangements are not needed for those accessing our paid domestic violence leave.

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.

Paid Emergency Leave

Under the amended Employment Standards Act in Ontario, all employees will be entitled to 10 Personal Emergency Leave days per year, including two paid Personal Emergency Leave days. The two PAID days supersede any requirements in our collective agreements that would suggest otherwise (such as unpaid days or a requirement to make up missed time).

Pregnancy and Parental Leave (Article 18.03 to 18.05)

One of our biggest gains under the most recent Collective Agreement was increasing the duration and compensation for

Pregnancy and Parental Leave. So long as you have a current or upcoming contract to take leave from, you can elect to take 4 weeks at 100%, or up to 19 weeks at 90%. You will need to apply for (but not necessarily be eligible) for EI for the 19 week option. Additional unpaid leave is available, and accessing leave does not adversely impact First Consideration rights.

Record of Employment

Federal legislation requires that all employers issue a Record of Employment (ROE) whenever earnings are interrupted for at least 7 days, or your contract ends at the end of one semester. A 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 (i.e., at the end of the semester). For help with your EI application, please contact your union.

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.

POSTING WEBSITE

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 and arrange to have posting sent to your e-mail address for up to 12 months (including non-McMaster e-mails).

Instructional Resources (Article 13)

As Sessional Faculty, you are entitled to a number of instructional resources to do your job. These include office space, mailbox, photocopying, access to a/v equipment, 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.