Remember: The work you do at McMaster is HIGHLY SKILLED and vital to the operation of this university. You should expect to be treated with respect at work! Your union and the Collective Agreement that we bargain together exists to ensure that your rights are protected so that you can continue to teach and conduct research in a safe, healthy, happy environment.

HAVING QUESTIONS?

If you have questions or need assistance you can contact us:

In person at the union office (Kenneth Taylor Hall B111)

By phone at 905.525.9140 x 24003

By email at staff@cupe3906.org

Speaking to the UNION is always a CONFIDENTIAL process!

This pamphlet summarizes some (but not all!) of the rights and protections that are described in the UNIT 1 COLLECTIVE AGREEMENT.

cupe3906.org
You have
THE RIGHT to...

PAID HEALTH AND SAFETY TRAINING
(Article 18.09(e))

In every term that you are employed as a TA, you will receive an additional 3 hours for health and safety training. These hours are in addition to your regular hours of work (e.g., a 130 hour contract will be for 130 plus 3 hours for Health and Safety Training). You are entitled to these hours, even if you have already completed your Health and Safety Training and they cannot be allocated towards other duties or ‘rolled in’ to your Hours of Work.

THE TOOLS TO DO YOUR JOB (Article 17)

You should not have to pay for instructional resources such as office space, printing/photocopying, or textbooks. If you do not know how to access these resources, ask your employment supervisor. Printing/copying for TA/RA (in lieu) duties should not be deducted from your student account, if you have one.

ACCOMMODATION FOR AN ILLNESS

Under the Ontario Human Rights Code, and your Collective Agreement, if you have a reoccurring illness (mental, physical, or chronic), you are able to request an accommodation for your employment duties. If you think this is something that might help you, please come speak to us at the union office.

DEFER YOUR WORK OR BE BOUGHT OUT (Article 13.02(a))

A full-time graduate student in a PhD program can defer up to 1 term of their TA/RAship guarantee, subject to approval from their Department. PhD students who defer a TA/RAship will have their guarantee extended by 1 term (e.g., you can defer a TA/RAship in the Winter Term of Year 2, and instead work as a TA in the Fall Term of Year 5). This is an especially useful option if you are unable to TA because of course work, fieldwork, or research.

In some departments, TAs are offered buyouts, which means that they are paid, but do not have to work as a TA. TAs who are bought out are still eligible for the CUPE 3906 Dental Plan.

If you defer or accept a buyout, you will need to sign a form to ensure that you are aware of your rights and the implications associated with the deferral or buyout.

PROTIONS AGAINST OVERWORK
(Articles 12.03(c), 12.04, and 13.02(c))

It shouldn't need to be said, but you should never work for free as a TA or an RA in lieu. Yet, because of the nature of the job, members often find themselves putting in more time than they are being paid for (usually 130 per term or some variation thereof). Your Collective Agreement protects against overwork in a variety of ways:

- The Hours of Work form (Appendix B) details exactly what you'll be expected to do as a TA/RA as well as how long it should take. You and your supervisor will fill out this document at the beginning of your appointment and you'll both be expected to adhere to it.

- If you find yourself ‘running out’ of hours before the end of your appointment, you are entitled to a meeting with your supervisor in order to arrange for additional paid hours to be added to your appointment or for the workload to be adjusted to fit the hours remaining.

- Once your contract ends (usually after marking final exams is completed or your total hours are reached), you are not required to do any additional marking, such as deferred term work or exams. If you are requested to attend an academic integrity hearing or academic appeal hearing, and you agree to attend, you must be compensated at your regular rate of pay.

- Finally, you are protected from the overwork associated with working multiple small assignments in a given term. You cannot be compelled to work as a TA for more than 2 courses per term.

If you're concerned about overwork or if you feel that your rights in this area are being violated, email us (staff@cupe3906.org) or come by our office and speak to a union representative.

PRIORITIZE YOUR STUDIES (Article 12.08)

There may be times when you will have grading to do for your TA assignment at the same time that you have papers or exams to complete. Your Collective Agreement states that, should you have a reasonable belief that your academics will suffer as a result of your TA/RA (in lieu) responsibilities, you may request an extension on your grading or other duties. Such an extension cannot be unreasonably denied.