

All Teaching Assistants (TAs) and Research Assistants (RAs) (in lieu of TAs) working at McMaster University are members of CUPE Local 3906, Unit 1.

Being a CUPE 3906 member means...

that your employment at McMaster is governed by a legally binding contract - a Collective Agreement - that is re-negotiated by the Union every few years. You can access a copy of the current Collective Agreement by visiting our website: <https://cupe3906.org/tas-unit-1/collective-agreement/>

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



How to contact us:

You can reach us at staff@cupe3906.org
Visit our Website at <https://cupe3906.org>

CUPE Local 3906
Kenneth Taylor Hall, Room B111
McMaster University, 1280 Main Street W
Hamilton, ON L8S 4M4
905-525-9140 x 24003

Remember: The work that you do at McMaster is highly skilled and vital to the operation of this university.

You should 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, happy, and healthy environment. Knowing your rights means that you have respect for yourself and your work, and respect for your colleagues.

If you have questions about your rights under the Collective Agreement, please contact us.

If you are concerned about overwork or if you feel that your rights are being violated, please contact us.

Speaking to the Union is confidential!

Contact: staff@cupe3906.org or leadsteward_tas@cupe3906.org

Visit our website at <https://cupe3906.org>

Want to find out more about what we do? Visit <https://cupe3906.org/about-us/what-we-do/> for more information about what your union does for you!




UNIT 1



Teaching Assistants (TAs) &
Research Assistants (RAs in lieu)

Know Your Rights

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You have the right to...

Paid Health and Safety Training (Article 18.11)

In every term that you are employed as a Unit 1 member, you will receive an additional 3-6 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 + 3 hours for Health and Safety Training). You are entitled to these hours, even if you have already completed your Health and Safety Training. They cannot be allocated towards other duties or “rolled into” 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 your TA/RA (in lieu) duties should not be deducted from your student account, if you have one.

Also, you should not be charged a deposit for keys or key cards to access the office and/or lab you use for your TA duties.

Workplace Accommodations (Article 25)

Under the Human Rights Code and your Collective Agreement, you are able to request an accommodation for your employment duties if you have a recurring illness (mental, physical, or chronic). Please speak to us if you require help with accommodations.

Defer your work or be bought out (Article 13)

A full-time graduate student in a PhD program can defer up to 1 term of their TAsip/RAsip guarantee, subject to approval from their Department. PhD students who defer a TAsip/RAsip will have their guarantee extended by 1 term. (E.g., You can defer a TAsip 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 coursework, 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, so long as you work as a TA at some point in the academic year.

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.

Prioritize your studies (Article 12.08 & 12.09)

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 of your own 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) duties, you may request an extension on your grading or other duties. Similarly, if you have the right to have an employment supervisor who is not your academic supervisor if you have a reasonable belief that your academics will suffer as a result of working for your academic supervisor.

Protections against overwork (Articles 12, 13)

It shouldn't need to be said, but you should **never** work for free as a TA or 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 hours per term, or some variation thereof). Your Collective Agreement protects you in a variety of ways:

- Your **Hours of Work Form** (12.03 and Appendix B) details exactly what you'll be expected to do as a TA/RA (in lieu) 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 employment supervisor in order to arrange for some additional paid hours to be added to your appointment or for the workload to be adjusted to fit the remaining hours.
- 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.