

Introduction

As a Sessional Faculty and Hourly Rated Sessional Music Faculty (HRSMF) and Member of CUPE Local 3906, you are covered by a Collective Agreement, which lays out the terms and conditions of your employment at McMaster University. Your Union negotiates a new Collective Agreement every few years. Although most people think of your Collective Agreement as ensuring scheduled increases to wages and providing a variety of benefits (Health Care Spending Account, Professional Development Fund, and a comprehensive dental plan), your Union also secures for you a variety of rights, including job security provisions, sick leave, pregnancy and 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/sessionals-unit-2/collective-agreement-unit-2/>

If at any time a situation arises in which you experience a refusal of a right that you feel 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.

How to contact us:

You can reach us at staff@cupe3906.org or leadsteward_sessionals@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

Orientations (Article 12.17)

The Employer is obligated to provide you with a complete orientation when you are hired, provide you with information about the general operations of the University, inform you of the resources available to Sessional Faculty in carrying out your duties, and outline expectations regarding your role as an employment supervisor of TAs (if applicable). If you did not receive an orientation and would like one, please contact us.

MacPherson Institute Training (Article 19) and Limited Training Fund

As a Unit 2 Member, you have access to training at McMaster University's Paul R MacPherson Institute for Leadership, Innovation, and Excellence in Teaching. The training is currently provided without cost. You may be eligible for \$75 reimbursement (to a total of \$300 per member) for completion of select training modules through our limited training fund. Please visit <https://cupe3906.org/sessionals-unit-2/training-fund/> for more details.

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 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 Women's Studies 3W03 (3 units x 1 time teaching it), you would have 9 units of aggregate seniority (6 units in LS 1A03 + 3 units in WS 3W03). Seniority is one of the criteria the Employer must take into consideration when making hiring decisions. Furthermore, seniority serves as a tie-breaker when candidates have similar qualifications.



UNIT 2



Sessional Faculty & Hourly Rated
Sessional Music Faculty

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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 for 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 your needing to apply for it, the next three times 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.

This process has been fought for and built for you over several rounds of Collective Bargaining. See <https://cupe3906.org/sessionals-unit-2/unit-2-seniority-information/> for more information.



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 \$6.00 for each student above 75 students. (This calculation is based on a 3-unit course.) If you teach a class with more than 75 students, please confirm that this additional supplement has been paid. Pay statements are available on MOSAIC.

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 Sessional Music Faculty Rate (currently \$67.37). You can find the form that you submit to request payment for post-contract work here: <https://cupe3906.org/sessionals-unit-2/other-forms-unit-2/>

Cancellation Fees (Article 15.08)

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 \$1,000. If the cancellation occurs within 2 weeks of the start date of the course and after you have returned your signed letter of appointment to the department, you are entitled to \$4,000. HRSMF are entitled to 3 hours or 1/2 the balance of the contract (whichever the lesser) in the event that the Employer cancels or a student withdraws from the course.

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 also have access to McMaster email and 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.

The Employer has set up a streamlined process for claiming at-home work expenses during the COVID-19 Pandemic. For more information, please visit: <https://cupe3906.org/sessionals-unit-2/12945-2/>

Unplanned Leave, including Sick Leave (Article 18.01)

Your Collective Agreement provides for you to take Unplanned Leave in a number of situations, including illness, bereavement, family responsibility and a variety of other reasons, including leave for those experiencing domestic violence. Most of these leaves are paid, at least partially. If it is necessary to take one of these types of leaves, please contact your supervisor as soon as you are aware that you will be unable to teach class. Typically, you will be allowed to make up any classes or come to alternate arrangements with your supervisor. Making up classes or alternate arrangements are not needed for those accessing our paid domestic violence leave.

Pregnancy and Parental Leave (Articles 18.03-18.04)

If you are an eligible member and have a current or upcoming contract, you can elect to take up to 17 weeks as paid pregnancy leave and/or up to 13 weeks paid parental leave. Pregnancy leave is paid at 95%, while parental leave is paid at 95% (for 13 weeks) or 100% (for 6 weeks). You will need to apply for (but not necessarily be eligible for) EI. Additional unpaid leave is available, and accessing leave does not adversely impact First Consideration Rights.

Record of Employment (ROE)

Federal legislation requires that all employers issue a ROE whenever earnings are interrupted for at least 7 days, or your contract ends at the end of one term. A ROE must be issued to you, even if you do not plan on applying for federal Employment Insurance (EI) benefits. You should be credited with 238 hours for each 3.0 unit credit you have taught. You cannot access EI benefits without having an ROE. ROEs legally need to be uploaded by McMaster within a week of your earnings being interrupted (e.g., at the end of the term). For help with your EI application, please contact your union.

Job Posting Website

The Employer posts available Sessional Faculty positions on its website: <https://hr.mcmaster.ca/careers/current-opportunities/> Sign up for notifications!