

**McMASTER UNIVERSITY**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES/  
SYNDICAT CANADIEN DE LA FONCTION PUBLIQUE**

**LOCAL 3906, UNIT 2**

**SESSIONAL FACULTY  
SESSIONAL MUSIC FACULTY**

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**COLLECTIVE AGREEMENT**

**Expires April 30, 2010**

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This Agreement entered into at Hamilton, Ontario June 19, 2008.

BETWEEN:

McMaster University, (hereinafter referred to as the "Employer")

- and -

the Canadian Union of Public Employees/Syndicat canadien de la fonction publique, Local 3906, Unit 2, (hereinafter referred to as the "Union")

regarding terms and conditions of employment.

### **ARTICLE I - SCOPE & PURPOSE**

1.01 The Scope and Purpose of this agreement are to maintain an orderly employment relationship between parties; to provide machinery for the prompt and equitable resolution of non-academic grievances and disputes; to promote co-operation and understanding between the employer and members of the bargaining unit; and to recognize the mutual value of joint discussions and negotiations in matters pertaining to the improvement of working conditions, scale of wages, and other non-academic matters.

Although the primary objective of this agreement pertains to the resolution and improvement of non-academic matters, the Employer recognizes all members of CUPE 3906 - Unit 2 as valuable members of the McMaster University teaching community.

The parties acknowledge their joint responsibility to encourage teaching excellence and that these acknowledgements include the recognition of the contributions of Sessional Faculty and Sessional Music Faculty to McMaster University.

### **ARTICLE II - RECOGNITION**

2.01 The Employer recognizes the Canadian Union of Public Employees/Syndicat canadien de la fonction publique as the sole and exclusive bargaining agent for all employees of McMaster University employed in Ontario as Sessional Faculty and Sessional Music Faculty having full or joint full responsibility for the teaching of one or more university degree credit courses, save and except:

- i) those persons employed in the Faculty of Health Sciences;
- ii) those persons employed in the Centre for Continuing Education;

- iii) those persons holding academic appointments (including those who teach degree credit courses on overload) of the following kind:
  - a) tenure-track appointments
  - b) tenured appointments
  - c) contractually limited appointments
  - d) special appointments
  - e) continuing appointments without annual review

as these terms are presently defined in the McMaster University Revised Policy and Regulations with Respect to Academic Appointment, Tenure and Promotion.
- iv) Post Doctoral Fellows engaged in teaching to the extent that such teaching is a requirement of their fellowship;
- v) those persons affiliated with the University as part-time faculty for the purpose of research, including those who supervise graduate students and/or teach some or all of a graduate student course on a voluntary basis;
- vi) retired faculty who, prior to their retirement, had an academic appointment at McMaster University;
- vii) those persons employed in a managerial or confidential capacity;
- viii) those persons for which any other trade Union holds bargaining rights.

### **ARTICLE III - MANAGEMENT RIGHTS**

3.01 The Union recognizes that the management of McMaster University is fixed exclusively in the Employer subject to the provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, appoint, re-appoint, not appoint, assign, transfer, promote, demote, lay-off, recall, direct, discharge, and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without just cause may be the subject of a grievance, to be dealt with as hereinafter provided;
- (c) plan, direct and control operations; determine job ratings, classifications, requirements, and hours of student contact; determine work assignments, methods, schedules, procedures and standards;

- (d) determine the size, composition and deployment of the workforce;
- (e) put into effect, enforce and alter reasonable policies, rules and regulations governing the conduct of the Employer and the employees;

provided that these rights shall be exercised within the context of the well understood principles of academic freedom, and also that these rights shall be exercised in a fair, reasonable, equitable, and non-discriminatory manner that is consistent with the terms of this Agreement.

#### **ARTICLE IV - UNION REPRESENTATION**

4.01 The Employer recognizes the right of the Union to appoint up to two (2) stewards to represent each department, providing that such stewards are employed in the department, or were employed in the department under the most recent Collective Agreement. Where the Union consolidates departmental representation, the steward(s) must be employed in one (1) of the consolidated departments he/she represents. Where no stewards are appointed for a particular department, or the steward(s) are unavailable, the Chairperson of the Stewards' Council and/or a member of the Union Executive may exercise the rights of a steward.

4.02 The Employer will recognize a bargaining team consisting of not more than four (4) Union members who are employees, or who were employees under the most recent Collective Agreement. The Employer's bargaining team will comprise up to four (4) members representing the Employer. Either bargaining team may be accompanied by up to three (3) persons not employed by the Employer.

4.03 When in the course of negotiating or administering the collective agreement an employee, acting in an official capacity for the Union, is meeting with representatives of the Employer, the parties will use their best efforts to arrange for mutually convenient meeting times that do not conflict with the employee's teaching duties. In the event that a mutually agreed meeting time does conflict with such duties, it is the joint responsibility of the employee and his/her Supervisor to arrange for the missed class(es) to be made up. In the solution reached by the employee and the Supervisor, the Employer agrees that the employee will not suffer any loss of wages.

#### 4.04 Terms of Reference - Joint Labour-Management Committee

The parties acknowledge the mutual benefits to be derived from joint consultations and agree, therefore, that there shall be a Joint Labour-Management Committee (JLMC) with the purpose of fostering effective communications and labour relations between the parties during the life of a collective agreement. Additionally, consultation and discussion in this forum will further the Scope and Purpose Articles of the parties' two collective agreements. Accordingly, the parties have adopted the following Terms of Reference.

##### Membership and Participation

Each party will determine its representatives at any meeting of the JLMC to a maximum of seven.

Normally for the Union this representation will include the Local President and the Staff Representative, and, for the University, the Dean of Graduate Studies (or designate), the Associate Vice-President Academic (or designate) and the Director, Employee/Labour Relations.

### Meetings

The JLMC will meet in September, November, January, March, May and July of each year or by mutual agreement. The dates for these meetings will be determined by the parties at the preceding meeting. Meetings will normally be for two hours.

### Co-Chairs

Each party will appoint a Co-Chair. The Co-Chairs will alternate in the role of Chair, meeting by meeting.

### Agendas

The Co-Chairs will exchange agenda items two weeks prior to each meeting and issue an agreed Agenda one week prior to each meeting. Background materials which may accompany an agenda item will be made available one week prior to the meeting for which they pertain. With time permitting, and the consent of those in attendance, additional items may be added to an agenda. Items shall be presented by the parties in alternating sequence, beginning with the union.

### Guests

With the approval of the other Co-Chair, a Co-Chair may invite (a) guest(s) to a JLMC meeting for the purpose of providing the Committee with information or expertise.

### Minutes

General minutes will be kept of each meeting, noting the attendees at the meeting, the nature of topics discussed and any actions undertaken. The minutes will be drafted within a week of each meeting for the approval of the Co-Chairs. Either party may post approved minutes for the information of their respective principals.

### Administrative Support

The University will supply a support person for the JLMC who responsibility will be to take minutes at meetings, draft minutes for approval by the Co-Chairs, and circulate notices and agendas for meetings.

### Appropriate Topics

Agenda items may include any topic of interest or concern to either party, provided that it does not deal with the specifics of a current grievance. Unless agreed otherwise by the parties, meetings shall address only issues pertaining solely to bargaining units not engaged in a period of collective bargaining.

### Authority

Depending on the nature of the issue, representatives of the parties may be comfortable in reaching decisions at a JLMC meeting. However, representatives cannot make decisions that are formally binding on either party. Rather, representatives may agree to recommend acceptance of a course of action to their respective principals, with formal agreement on the issue being confirmed separately

between the parties.

#### No Loss of Wages

Representatives who are employees in either bargaining unit will be covered for JLMC meetings by the provisions of Article 4.03 of the Unit 2 collective agreement (mutatis mutandis for employees in Unit 1).

#### Other

The parties may determine by consensus additional Terms of Reference that provide for the effective administration and operation of the JLMC. Such additional terms will be minuted.

4.05 The University recognizes the work of Sessional Faculty and Sessional Music Faculty which supports the academic mission of McMaster University. It is important that a forum exist for the discussion of issues that may arise as a result of their instructional activities. In that regard, the Associate Vice-President (Academic) shall meet with the Union each academic session to discuss academic and instructional matters of mutual concern.

4.06 Each party agrees to meet to discuss any matters related to the Union or to this Agreement only with those persons properly authorized to represent the other party. To this end, the Union shall supply the Employer with the names of its executive committee, chief stewards, business agent(s), and administrative staff, and shall keep the Employer informed of any changes in that list. Likewise, the Employer shall supply the Union with a list of those persons properly designated to discuss matters concerning the Union or this Agreement.

4.07 Subject to the terms of the Grievance Procedure, all correspondence between the parties arising out of this Agreement or its negotiation or any matter incidental thereto, shall pass directly to and from the Director, Employee/Labour Relations, (or any person appointed to act in his/her place), Gilmour Hall, Room 304, McMaster University, Hamilton, Ontario and the Executive, Canadian Union of Public Employees (CUPE/SCFP), Room B108, Wentworth House, McMaster University, Hamilton, Ontario.

4.08 The Employer will forward to the Union copies of correspondence and notices that are directed to groups of bargaining unit employees and that pertain to this collective agreement.

### **ARTICLE V - NO DISCRIMINATION**

5.01 The parties agree that there shall be no discrimination, interference, harassment (including sexual harassment), intimidation or coercion exercised or practised by either of them with respect to any employee in the bargaining unit concerning the application of the provisions of this Agreement, by reason of the employee's membership or non-membership in the union, nor by reason of his/her activity in the Union or the exercise of his/her lawful rights arising therefrom, nor by reason of his/her age, race, creed/religion, colour, nationality, citizenship, place of origin, ancestry, sex, gender, marital status, disability as disability is defined in the Human Rights Code of Ontario [which includes Acquired Immune Deficiency Syndrome (AIDS), AIDS related illnesses, AIDS Related Complex (ARC) and positive Immune Deficiency Virus (HIV+)], political belief or

affiliation, sexual orientation or same sex partnership status.

The parties acknowledge their respective obligations to accommodate the medical restrictions of bargaining unit members with disabilities. A workplace accommodation plan will be developed in consultation between the Employment Supervisor, the Manager of Employee Work-Life Support Services, or delegate, and any employee with a disability requiring workplace accommodation. The Union will be informed of the name and department of any employee for which a plan has been developed. Members of this bargaining unit are eligible to access the McMaster University Employment Accommodation Fund. Any requests must meet the funding criteria as outlined in the “McMaster University Employment Accommodation Fund”.

5.02 The parties agree that there shall be no discrimination, interference, harassment, intimidation or coercion exercised or practised by either of them with respect to any employee in the bargaining unit concerning the application of the provisions of this Agreement by reason of academic orientation or school of thought.

5.03 It is the Employer’s responsibility to maintain an environment in which employees remain free from harassment, intimidation, reprisals and any threats, explicit or implied which are designed to or might reasonably be understood to dissuade an employee from exercising his/her rights under Article V - No Discrimination.

The parties agree to a definition of harassment, including racial or sexual harassment, as follows: engaging in any vexatious comment or conduct, written or oral that has no pedagogical point that is known, or ought reasonably to be known to be unwelcome; this includes conduct or comment which unfairly demeans or belittles or causes personal humiliation.

Harassment in the workplace also includes threats or a pattern of aggressive or insulting behaviour by a person in the workplace, where the person knows or reasonably ought to know that this behaviour is likely to create an intimidating or hostile workplace.

Management exercising its rights under Article III does not constitute harassment.

a) It is also agreed that racial harassment shall include a reprisal or threat of reprisal for the lodging of a complaint or grievance alleging racial harassment, where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the employee.

b) Moreover, the definition of sexual harassment, shall also include, but shall not be limited to, the following:

A sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the employee, or by a person with whom contact is required or brought about by the nature of the employee's employment duties, and where the person making the sexual solicitation or advance knows or ought reasonably to know that it is unwelcome, or

A reprisal or threat of reprisal for:

- a rejection of a sexual solicitation or advance, or
- lodging under the terms of this Agreement a complaint alleging sexual harassment,

by a person in a position to confer, grant or deny a benefit or advancement to the employee.

5.04 Any allegation of sexual harassment under this Article shall be handled through the grievance procedure in a confidential manner. In the event of a grievance resulting from an alleged violation of Article 5.03 the grievor may, where the person against whom the allegation is being made would normally deal with the pre-grievance procedure or any step of the grievance, refer the grievance to the next higher step of the grievance procedure.

5.05 Both parties recognize the important role played by employees in the effective functioning of McMaster University. Therefore the Employer agrees that no employees shall be excluded from departmental meetings or portion thereof where instructional matters relating to curriculum (pertaining to employees) are on the agenda and are being discussed.

5.06 Where an employee has lodged a grievance alleging that he/she has been the victim of any form of harassment as defined in Section 5.03, paragraph 2, he/she may request that his/her employment duties be adjusted to no longer require any contact with the alleged harasser. At the discretion of the Employer, arrangements may be made to adjust employment duties or to make other accommodations to end employment contact with the alleged harasser. These other employment duties or other accommodation will expire at the conclusion of the employment contract. The employee will not lose any seniority as a result of this arrangement.

5.07 If a complaint arises in matters covered by the collective agreement, the grievance procedure in the collective agreement is to be used. Therefore, employees who have a complaint/grievance concerning racial or sexual harassment in their capacity as employees under this collective agreement are to use the grievance procedure in the collective agreement.

5.08 The Employer and the Union are committed to addressing employment equity issues and recognize the need to discuss areas of mutual concern.

## **ARTICLE VI - UNION SECURITY**

6.01 (a) The Employer will, during the term of this Agreement, deduct from the pay of each member of the bargaining unit, the amount specified in writing from time to time by the Treasurer of the Union, and shall remit same, accompanied by a list of employees and their unique employee identifiers from whose pay deductions have been made and the amount of such deductions, no later than one (1) week after the deductions have been made. The total deductions from bargaining unit members shall be classified according to Schedule "A" and appended to this list. In the event that the Employer did not deduct dues from a member of the bargaining unit for a course which the member has completed, the employer will pay to the union the equivalent of such dues. Before filing a grievance in such matters as described above the union will advise the employer in writing on a timely basis to provide an opportunity to correct the matter.

6.02 The Union shall indemnify and save the Employer harmless from any legal actions or liabilities arising from the application of Article 6.01.

## **ARTICLE VII - INFORMATION**

7.01 (a) The Employer agrees to provide the Union with mailing labels on a monthly basis in an agreed upon electronic format. The labels shall include the names and home addresses as provided by the Sessional Faculty and Sessional Music Faculty.

(b) The Employer agrees to provide the Union an alphabetized list of all employees, including their first and last names, a unique employee identifier, individual gender identification, department of work, mailing address provided by the employee, telephone number as available on the human resource/ payroll information system. The Employer agrees to include with this list information about the total number of bargaining unit members in each of the following classifications: number of males, number of females, number of married employees, number of single employees. This information shall be provided in agreed upon electronic format within one week after the end of each month.

(c) The Employer agrees to provide the Union twice a year with a list of Sessional Faculty and Sessional Music Faculty appointments. A list including appointments in the previous Fall/Winter Academic Session will be provided no later than April 30. A list including appointments in the previous Spring/Summer Academic Session will be provided no later than August 30. The list will include employee name, faculty/department of each appointment, course number, and number of units associated with the assignment. This information shall be provided in agreed upon electronic format.

7.02 (a) The Employer will have copies of this Agreement printed within thirty (30) days of ratification by both parties. The Union will reimburse the Employer for one-half (½) of the costs.

(b) The Union will be entitled to two hundred (200) copies of the Agreement. In addition the Employer shall provide the Union with one copy of the Agreement in machine readable format.

(c) The Employer will provide each employee with a copy of the Agreement if possible prior to the commencement of his/her employment. The Employer will provide each employee with a copy of the collective agreement no later than two weeks following the commencement of employment.

7.03 The Canadian Union of Public Employees, Unit #2, will share the bulletin board space with the Canadian Union of Public Employees, Unit #1. The Employer will ensure that all bargaining unit members are informed of the location of bulletin boards in their employment area.

7.04 Information about the general operation of the University that may be of assistance to employees in the performance of their duties will be gathered in the form of Sessional Faculty Notes and provided to employees with their Appointment Letter. All forms contained in the Sessional Faculty Notes will be attached to the Collective Agreement.

## **ARTICLE VIII - NO STRIKE OR LOCKOUT**

8.01 There shall be no strike or lockout during the term of this Agreement. The words “strike” and “lockout” shall be as defined in the *Labour Relations Act, 1995*, S.O. 1995, c.1, Sch. A for the Province of Ontario.

8.02 The Union agrees that it will not involve the Employer in any dispute which may arise between any other employer and the employees of any such other employer.

8.03 In the event that any person represented by a trade union and employed by the Employer, other than those represented by the Union, engage in a lawful strike or is lawfully locked out, members of CUPE Local 3906, Unit 2 will not be required to perform work normally done by those persons. The Employer shall ensure that all supervisors are informed that members of the bargaining unit should not be requested to do such work.

## **ARTICLE IX - GRIEVANCE PROCEDURE**

9.01 (a) It is the Employer’s responsibility to maintain an environment in which employees remain free from harassment, intimidation, and any threats, explicit or implied which are designed or might reasonably be understood to dissuade an employee from exercising his/her rights under Article IX - Grievance Procedure or any other right provided for in this collective agreement.

(b) In order to ensure that complaints of employees are remedied as quickly as possible, the parties agree that the procedure for submitting and dealing with grievances, which shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement, shall be as follows:

Except in the case of a grievance arising from a complaint of several individuals, or individual grievances regarding the same issue, which are consolidated and submitted at Step 2, as specified in Article 9.03, it is understood that an employee has no grievance until he/she has first given his/her employment supervisor an opportunity to address his/her complaint. If an employee has a complaint, he/she shall discuss it or exchange correspondence with the employment supervisor, in the presence of his/her steward if he/she so desires, within twenty (20) working days after the circumstances giving rise to the complaint have originated or occurred, or within twenty (20) working days of the time he/she reasonably ought to have known of the circumstances. The employment supervisor shall give his/her reply to the complaint within twenty (20) working days, and if not satisfied, the complainant may file a written grievance in the following manner and sequence:

### **Step No. 1**

The employee may submit a written grievance signed by himself/herself and his/her steward,

to the Chair of his/her "academic unit"<sup>1</sup> of employment (or his/her designate), within twenty (20) working days after receiving the reply of the employment supervisor. The nature of the grievance and the remedy sought shall be clearly set out in the grievance. The Department Chair will deliver his/her decision in writing within twenty (20) working days following the day on which the grievance was presented to him/her. Failing settlement, then:

Step No. 2

Within fifteen (15) working days following a decision under Step No. 1, the employee(s) may present the written grievance to the Dean of the Faculty, or Associate Vice-President, Academic, in which the Sessional Faculty or Sessional Music Faculty is employed (and/or his/her designate representative), who will hold a meeting within fifteen (15) working days with the grievor(s), the steward involved in processing the grievance, and two (2) other representatives designated by the President of Local 3906, to discuss the grievance. The Dean or Associate Vice-President, Academic (and/or his/her designate representative) shall give his/her decision in writing within fifteen (15) working days from the date of the meeting. Failing settlement, then:

Step No. 3

Within fifteen (15) working days following a decision under Step No. 2, the employee(s) may present the written grievance to the Vice-President, Academic. The Vice-President, Academic, and/or his/her designate representative, shall convene a meeting with the grievor(s), the steward involved in processing the grievance, and two (2) other representatives designated by the President of Local 3906, to discuss the grievance and shall give his/her reply in writing within fifteen (15) working days of receipt of the grievance. Failing a satisfactory settlement at this step, the grievance may be referred to arbitration in accordance with Article 9.08 within fifteen (15) working days of the date on which the reply to Step No. 3 was given.

(c) Where the employment supervisor is a Department Chair or Faculty Dean, the employee shall, after discussing the complaint with his/her employment supervisor and if not satisfied with the reply, advance to either Step No. 2 or Step No. 3 of the Grievance Procedure, as the case may be.

9.02 A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of this Agreement shall be originated at Step No. 2. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute any individual grievance directly affecting an employee which such employee could himself/herself institute, thereby passing the regular Grievance Procedure. Any grievance by the Employer or the Union as provided for in this paragraph shall be commenced within twenty (20) working days after the circumstances giving rise to the grievance have occurred or within twenty (20) working days of the time the grieving party reasonably ought to have known of the circumstances. The grievance must be signed by the Vice-President, Academic or the Union President respectively, or their designates. Where the grievance affects more than one faculty, it shall be originated at Step No. 3.

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<sup>1</sup> Refer to Article 19.02

9.03 A grievance resulting from a complaint of several individuals, or individual grievances regarding the same issue, may be consolidated and submitted at Step No. 2 of the Grievance Procedure, within twenty-five (25) working days after the circumstances giving rise to the complaint have originated, or occurred, or ought reasonably to have been known by the grieving parties.

9.04 A claim by an employee that he/she has been unjustly disciplined or whose contract has been unjustly terminated prior to the expiry date shall be treated as a grievance if a written statement of such grievance, setting out the nature of the grievance and the remedy sought is lodged at Step No. 2 of the Grievance Procedure within fifteen (15) working days after the discipline or discharge is effected.

9.05 The Employer and the Union shall attempt to schedule grievance meetings so as not to interfere with the grievor's employment duties. In the event that an employee's presence is required for a grievance meeting or attendance at an arbitration, the employee will make every attempt to arrange an exchange or substitution for his/her duties and will advise the employment supervisor of such arrangements. Upon receiving notice of any pending meeting the employee shall provide the employment supervisor with reasonable notice.

9.06 All agreements reached under the Grievance Procedure between the representatives of the parties will be final and binding upon the parties and the employees.

9.07 No matter may be submitted to arbitration which has not been properly carried through all the requisite steps of the Grievance Procedure. Where no answer is given within the time limits specified in the Grievance Procedure, the grieving party shall be entitled to submit the grievance to the next step of the Grievance Procedure.

9.08 If the Employer or the Union requests that a matter be submitted to arbitration, it shall make such request in writing addressed to the other party. Within ten (10) calendar days thereafter the parties shall attempt to agree on the selection of an arbitrator. If they are unable to agree on said arbitrator, they may then request the Minister of Labour to appoint an arbitrator. No person may be appointed as an arbitrator who has been involved in an attempt to settle that grievance.

9.09 The Arbitrator shall be governed by the following provisions:

(a) he/she shall hear and determine the grievance and shall issue a decision which shall be final and binding on the parties and employees;

(b) he/she shall not have jurisdiction to amend, alter, modify or add any provisions in lieu thereof, not to give any decision inconsistent with the terms and provision of the collective agreement provided that this requirement does not affect the arbitrator's statutory authority to modify disciplinary penalties;

(c) the parties hereto will share equally the fees and expenses of the arbitrator;

(d) he/she shall, if he/she considers the procedure necessary, have the authority to take a view of the Employer's premises insofar as the view may be relevant to the arbitrator's decision;

(e) he/she shall, in the first instance, have the jurisdiction to determine whether the grievance is arbitrable.

9.10 (a) The time limits fixed in both the Grievance and Arbitration Procedures may be extended only by written consent of both parties to this Agreement. Similarly, any step of the Grievance Procedure may be waived by written consent of the parties.

(b) In exceptional circumstances the union may direct to the attention of the Director, Employee/Labour Relations or designate a request that a grievance that would otherwise be submitted at Step One or Two be expedited by a hearing at a single step. Such a request will include the grievance and the reasons for the union request that the grievance be so expedited. On receipt of such a request, the Director will consult with the head of the Academic Unit affected. Should such a request be accepted, the Director will advise the Union of the name of the representative of the Employer who will hear the grievance and the timelines will be those of the Third Step of the grievance procedure. If such a request is denied, the grievance will be heard at the appropriate Step of the formal grievance procedure as though it had been received on the date that the original request was received.

9.11 Notwithstanding all of the provisions of Article IX, the parties hereto may select an Arbitration Board to which any such grievance may be submitted for arbitration. At the time that a matter is submitted to arbitration a party shall nominate a representative. Within ten (10) calendar days thereafter the other party shall nominate its representative and so notify the other party. The two representatives shall, within ten (10) calendar days of the nomination of the latter of them, attempt to settle by agreement the selection of the Chair of the Arbitration Board. If they are unable to agree on said Chair, they may then request the Minister of Labour to appoint a Chair. Such persons shall have the same powers and be subject to the same restrictions as a sole arbitrator appointed under this Agreement.

## **ARTICLE X - DISCIPLINE AND DISCHARGE**

10.01 The Employer accepts and will adhere to the principles of progressive discipline. The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Where appropriate, discipline will be preceded by counselling. Progressive discipline will typically consist of (oral or written) warning(s) and suspension prior to discharge. However, in extreme cases, progressive discipline may not precede discharge.

10.02 The Employer and the Union acknowledge that disciplinary investigations must normally be treated as confidential by all parties.

10.03 When the Employer is considering disciplining an employee, the Employer will meet with the employee and a Union representative unless the employee indicates otherwise. At this meeting, the Employer will advise the employee of the reason(s) for the meeting and provide the employee with an opportunity to respond. Within five days of this meeting or any additional meeting which the Employer may require, the Employer will impose any discipline. An employee has the right to

be accompanied by a Union representative at each disciplinary stage.

10.04 The Employer will remove warnings or suspensions in an employee's personnel file after the employee has worked three academic terms during which there has not been subsequent discipline during that period of time.

10.05 A copy of all disciplinary letters regarding warnings, suspensions or discharges (written or oral) shall be provided to the union marked "confidential".

## **ARTICLE XI - POSTING, HIRING AND JOB SECURITY**

11.01 (a) The Employer fills all vacancies by a process of selection. The Employer agrees that this process will include the posting of notices of job vacancies on departmental bulletin boards for at least two weeks, and whenever possible at least ten weeks in advance of the commencement of the course. Postings for the Fall/Winter Session will be posted no sooner than the first day of the previous January. Postings for the Spring/Summer Session will be posted no sooner than the first day of the previous September. Postings shall identify: date of the posting, date by which the application must be received, the department, course name and course number, the starting time and duration, location (on/off campus), qualifications required and the employment equity statement. No offer of appointment will be made until after the above mentioned job vacancy has been posted on the bulletin board for two weeks and the posting has closed. Within one week of posting a list of these employment opportunities will be forwarded to the Union and the list will be updated as new opportunities arise.

(b) All job postings shall contain the following employment equity statement: "All qualified candidates are encouraged to apply. However, those legally able to work in Canada and at McMaster University will be given priority. McMaster University is strongly committed to employment equity within its community, and to recruiting a diverse faculty and staff. Accordingly, the University especially encourages applications from women, members of visible minorities, Aboriginal persons, members of sexual minorities and persons with disabilities."

(c) The Union may direct questions regarding a job posting to the Director of Administration in the Faculty from which the posting arises. If resolution is not reached following discussion with the Director of Administration, the union may initiate a grievance in the matter at Step 2 with the Dean of the Faculty.

(d) An employee applying for a vacancy will include the information necessary for determining his/her current and/or aggregate seniority as defined in article 11.05 in this collective agreement.

The Employer will advise on the posting that candidates are expected to submit the above mentioned information.

(e) Employees will be appointed by the Dean of the Faculty on the recommendation of the appropriate Chair.

11.02 First Consideration Appointment: Notwithstanding the provisions of Article 11.01, in the event an employee has held the last two (2) consecutive appointments to a course and/or anti-requisite course on its last offering as a Sessional Faculty appointment, the Employer shall offer the next two (2) offerings of the course as a Sessional Faculty appointment to such employee, without posting, as long as such employee continues to meet the criteria provided in Article 11.04.

11.03 If an employee cancels the employment contract within two weeks of the commencement of a course or at any time during the term of the course, the Employer will not be obliged to post any resulting vacancy.

If the Employer requires an additional employee during the term of a course, there will not be an obligation to post this vacancy. If there are qualified employees available, the Employer will offer the position to the best qualified candidate.

The Employment Supervisor will notify the Union of the waiver of posting in the above mentioned situations and shall send a completed copy of the Waiver Form to the union office within one (1) week of the appointment of the replacement employee. Any changes to the Waiver Form will be brought to the attention of the union.

11.04 The parties acknowledge that the criteria which the Employer will use in selecting a candidate for a position shall include: seniority, the candidate's academic qualifications, teaching competence, ability to perform the various duties of the position and previous academic employment experience. The above criteria are not listed in order of priority. When, in the opinion of the Employer making a selection, two or more candidates have equal qualifications the candidate with the most current seniority will be selected. When two or more candidates have equal qualifications and equal current seniority with respect to the position, the candidate with the most aggregate seniority will be selected.

11.05 Current Seniority: Current seniority shall be computed as the total number of units taught by an employee in the same and/or "anti-requisite" course with the Employer, subject to the provisions in this Article. "Anti-requisite" is defined as a course that is sufficiently similar to a given course that a student may not take both courses for credit. Current seniority in a course shall accrue and be maintained unless there is a break of 36 months or more in teaching the same and/or anti-requisite course, which shall result in a loss of all previous currently seniority for that course. This 36 month period commences on the first day of the term after which the employee last taught the course and/or its anti-requisite. If there has not been a break of 36 months in which an employee teaches the same and/or anti-requisite course, current seniority shall be computed from January 1, 1988. "Term" is as defined in the Undergraduate Calendar. Where the word "seniority" appears unmodified in this collective agreement, it shall mean current seniority.

Aggregate Seniority: An employee must hold current seniority in any course with the Employer to have aggregate seniority. Aggregate seniority shall be computed as the total number of units taught in any course with the Employer since January 1, 1988.

If an employee accepts an appointment and subsequently does not complete it, the

employee will accrue seniority as though that contract was completed.

Application of CUPE 3906 Unit 1 Seniority: In the event that (an) applicant(s) who holds seniority in CUPE 3906 Unit 1, gained within three years previous to the date of application, is/are in competition for an appointment with (an) applicant(s) holding no current or aggregate seniority under this collective agreement, and seniority is the determining factor in the awarding of the appointment, the applicant with the most such Unit 1 seniority will be selected.

11.06 At the Employer's sole discretion, a Posting may offer up to a maximum of three (3) job vacancies in a course to one employee (ie. a multiple appointment or sequential appointments for the same course).

The successful employee may only subsequently cancel this multiple appointment employment contract upon at least 60 calendar days' written notice prior to the start of one of these appointments and the completion of this cancelled multiple appointment shall be within the sole discretion of the Employer. The balance of Article XI otherwise applies.

11.07 The Employer will provide a "Letter of Appointment" to the successful applicant who is offered a position through any of the processes in this Article within two (2) weeks of the close of the posting, in hard copy and by electronic copy. The Employer will include in the Letter of Appointment its best estimate, as of the date of the letter, of the enrolment of the course to be taught by the employee. The appointee will inform the Employer within two (2) weeks of their acceptance of the appointment by signing back a copy of the letter. If the appointee decides to decline the offer, she/he must do so in writing. If an appointee does not respond within this time period the Employer may withdraw the offer and the Employer may offer the position to another candidate who has applied subject to 11.03. All applicants shall be advised in writing of the outcome of their applications, within one (1) week of the acceptance by the successful candidate.

The "Letter of Appointment" attached to this collective agreement as "Appendix A" is the model for all "Letters of Appointment" which will be issued to employees. The Employer will send copies of appointment letters to the Union within one month of the date when they received the signed acceptance from the employees.

11.08 The Employer will forward to the Union a copy of all faculty postings.

11.09 Where an employee has accrued teaching employment experience as a McMaster University Sessional Faculty for any three (3) years (consecutive or otherwise including any years holding contractually limited appointments) applies for a faculty position and either does not get hired or is not granted an interview, on the candidate's request, shall be granted a meeting with a member of the selection committee to discuss his/her job application.

## **ARTICLE XII – INSTRUCTIONAL RESOURCES**

12.01 The Employer agrees to provide all members of the Union with appropriate office space. Best efforts will be made to provide reasonable access to the use of other facilities, services and

equipment related to members' teaching duties and responsibilities (e.g. McMaster University e-mail, photocopying, audio/visual equipment, telephone). Each employee shall have access to a mailbox or file for mail and the Employer shall ensure that all employees have secure storage space for course materials. Office and instructional materials related to the employee's instructional responsibilities will be available on the same basis as faculty members in the academic unit. Any difficulties in this area may be brought to the attention of the appropriate Dean. If a resolution is not reached, the Union may initiate a grievance in the matter at Step 2 with the Associate Vice-President, Academic.

The Employer shall provide Sessional Music Faculty with proper and adequate studio space to carry out the duties expected of them and will provide properly tuned and regularly maintained pianos as required in the performance of Sessional Music Faculty's duties. For clarity, the Employer shall not require Sessional Music Faculty to use their own personal equipment or studio space. It is understood that Sessional Music Faculty may choose to use alternate (non-McMaster University) studio space to carry out their duties, subject to the agreement of the Director of the School of the Arts, which agreement shall not be unreasonably denied.

12.02 (a) The Employer agrees to provide each employee with email following the return of a signed copy of the letter of appointment and the completion of the requisite forms. Access will be provided for the duration of the appointment or 12 months, whichever is the later. The Employer will indicate an end date and a sentence regarding extension on the email application form sent with the appointment package.

(b) An employee may obtain a McMaster University library card valid for twelve (12) months by producing their McMaster University Employee Identification Card at the library main circulation desk. In the event that the employee is hired to work beyond the twelve (12) months, the employee's library card privileges may be extended upon production of a new/subsequent letter of appointment.

12.03 The Employer will enclose information forms regarding Instructional Development courses with the Employee's appointment package.

12.04 The Employer agrees to communicate information regarding resources available for travel and research to employees.

12.05 The Employer agrees to circulate a letter from the Vice-President (Academic) to all Department Chairs setting out the instructional resources that will be available to employees and agrees to forward a copy of said letter to the Union.

12.06 It is expected that an employee will bring to the attention of the Dean or the Director of Administration in the Faculty circumstances that do not provide for excellence in undergraduate teaching. In this situation it is the Dean's responsibility to determine and communicate an appropriate response within a reasonable time.

As an example, where an employee believes that the number of functional seats and work/writing surfaces/spaces available in the assigned classroom, laboratory or studio is insufficient

for the number of students in a group, the employee may notify the Dean.

### **ARTICLE XIII - EVALUATIONS**

13.01 (a) In line with the Senate Policy, “The Encouragement of Teaching Excellence by means of the Evaluation of Teaching” the Employer has the right to require evaluations including student evaluations of employees and use these evaluations in a fair and reasonable manner in making future employment decisions. All evaluations shall be in writing.

(b) All contents of an employee’s file shall be treated as confidential. An employee may add information to his/her employment file if such information is job relevant and if such is confirmed and placed in the file by the employee’s supervisor.

(c) Any such evaluations shall be included in the employment file, separate from the employee’s academic file if the employee is or has been a student. A copy of such evaluations placed on the employment file will be provided to the employee. After giving two working days notice of his/her wishes, an employee may examine his/her employment file.

(d) Any such evaluation shall not affect an employee’s academic standing as a student at McMaster University.

(e) There shall be no electronic monitoring of employees for the purposes of performance evaluation without the employee’s written consent. It is understood that there shall be no reprisal against any member of the bargaining unit who chooses not to give such written permission.

(f) In the event that an employee is not evaluated during the teaching of a course, he/she will be deemed to have received a satisfactory evaluation.

13.02 (a) Employees will be given at least 5 working days notice that a student evaluation is to be conducted.

(b) Student evaluations of the employee’s performance shall be discussed between the employee and his/her employment supervisor and the employee shall be asked to sign a statement regarding the evaluations to acknowledge that such discussion has taken place. The employee may add his/her written comments. A copy of the evaluations shall normally be provided to the employee upon request within eight weeks (8) after the Department Chair has received the evaluations.

(c) Student ratings may be made public by the Employer with the employee’s written permission. It is understood that there shall be no reprisal against any member of the bargaining unit who chooses not to give such written permission.

13.03 (a) In the event that a supervisor’s evaluation has been done, the Employer shall notify the employee within five (5) working days of the evaluation’s completion. A copy of any written evaluation of an employee’s performance shall be forwarded to the employee within two (2) weeks of such evaluation being made.

(b) The employee may add his/her written comments to the employment supervisor's evaluation if he/she wishes. Any such written comments shall be appended to the evaluations.

#### **ARTICLE XIV - WAGES**

14.01 The wage rates set out in Schedule "A" attached hereto and forming part of this Agreement shall be regarded by both parties as base rates that permit the Employer flexibility in determining remuneration appropriate to the employee's special qualifications. No employee shall be paid less than the base rate.

14.02 In addition to the wages as laid out in Schedule "A", the employee shall be eligible to receive supplemented fees (paid as a lump sum) based on official class size as follows:

May 1, 2008

Per Three Unit Course: \$5.35 for every student who exceeds 80 students

Formula: (Official Class Size - 80) x \$5.35 = lump sum amt.

Per Six Unit Course: \$10.70 for every student who exceeds 80 students

Formula: (Official Class Size - 80) x \$10.70 = lump sum amt.

May 1, 2009

Per Three Unit Course: \$5.75 for every student who exceeds 75 students

Formula: (Official Class Size - 75) x \$5.75 = lump sum amt.

Per Six Unit Course: \$11.50 for every student who exceeds 75 students

Formula: (Official Class Size - 75) x \$11.50 = lump sum amt.

14.03 (a) The Employer agrees to reimburse the employee for travel expenses incurred as a direct result of employment by the Employer, except for courses taught on the main campus. Those Sessional Faculty teaching in Oakville, Burlington, Stoney Creek and Brantford and not residing in those places, will be paid a kilometrage allowance at the prevailing McMaster University rate for the return journey from the main campus to the appropriate branch location.

(b) Sessional Music Faculty who reside outside the Hamilton Wentworth region and who must travel to McMaster University in order to give instruction will be provided with a travel allowance at a rate of \$40.00 per trip. An employee who resides greater than 80 kilometres from the main campus must self-declare to his/her department his/her status as eligible to claim a non-taxable travel allowance.

14.04 (a) If the Employer cancels a course after the Sessional Faculty has signed a Letter of Appointment, it will pay the Sessional Faculty (as referred to in Schedule A) a cancellation stipend of \$1,000. If the Employer cancels after the first class, it will increase the cancellation stipend by \$1,000 to a total of \$2,000.

(b) In the event the University cancels or the student withdraws a Sessional Music

Faculty's agreement during the agreement, the employee will be paid one half of the balance of his/her contract term or 3 hours of pay, whichever is less.

14.05 The sum of four percent (4%) vacation pay shall be included in the wages set out in Schedule "A".

14.06 In the event that after the contract expiry date an employee's employment supervisor requests the employee to: re-read papers or exams, attend appeals, deal with cases of academic dishonesty, grading or regrading late papers or exams, and in the event that the employee agrees to perform such extra work, the employee will receive extra remuneration as shown below on a per diem rate or fraction thereof (ie. hourly rate):

May 1, 2008 - \$399.00 per diem, \$57.00 hourly

May 1, 2009 - \$413.00 per diem, \$59.00 hourly

Payment will be made within one month after the completion of the work, subject to payroll deadlines.

14.07 For purposes of clarification the fees paid by students to Sessional Music Faculty for voluntary private instruction are not covered by this Agreement.

14.08 Sessional Music Faculty shall be paid for instructional hours scheduled but cancelled on a day when McMaster University is closed under the Emergency Storm Closure policy.

## **ARTICLE XV - BENEFITS**

15.01 Union Expenses Fund - For the purposes of the CUPE Local 3906 administered expenses, the Employer will remit to the Union at the start of the contract year the value of one 6 unit course:

Year 1 - \$12,200

Year 2 - \$12,650

15.02 Benefits available through funding provided by the Employer and administered by CUPE Local 3906. This funding will be in the amount of:

\$20,000 on ratification

\$25,000 on May 1, 2009

15.03 The Employer will provide to CUPE Local 3906 for administration as a Professional Development Fund the sums of:

\$20,000 on ratification

\$25,000 on May 1, 2009

15.04 CUPE Local 3906 will:

1. Select a suitable health benefits plan;
2. Offer this health benefits plan at 100% employee-paid premium to employees covered by the terms of this collective agreement;
3. Provide the Employer with a list of such employees opting in to the selected plan and the amount and frequency of deductions.

The Employer will deduct from employees and remit to the underwriter the full premium costs and requisite personal information as authorized by the Union.

## **ARTICLE XVI - HEALTH AND SAFETY**

16.01 The parties recognize the right of employees to work in a secure, healthy, safe and accessible environment. Both parties also acknowledge that the Employer and employees have duties and responsibilities with regard to healthy and safe conditions in accordance with the provisions of the Occupational Health and Safety Act as amended, R.S.O. 1992 and its regulations.

16.02 (a) The Employment Supervisor shall be responsible for informing any employee of any procedures or policies established by the Employer and associated with the safe handling of materials or equipment; require them to use any protective devices, clothing or equipment, and to follow such procedures; and advise such persons of the existence of hazards, of which the Employer is aware or ought reasonably to be aware, associated with the employee's employment duties.

(b) While the Employer is ultimately responsible for health and safety, the employee

shall ensure that any student or other person under his/her care or jurisdiction is informed of any known health and safety hazards and the requirement to follow procedures or policies established by the Employer and associated with the safe handling of materials or equipment; including the requirement to use any protective devices, clothing or equipment.

16.03 In academic locations where there is a legal joint occupational health and safety committee (JHSC), the employees will have the opportunity to place a worker representative on such committees. This is subject to the following:

(a) The work places for CUPE Local 3906 Unit 2 employees are the academic locations where they teach.

(b) The academic based legal JHSC's include the following:

- i) Business, Arts (including Social Sciences and Humanities), and the Ivor Wynn Centre (including Recreational Services and Kinesiology);
- ii) Science;
- iii) Engineering; and
- iv) Health Sciences.

The Employer maintains the right to relocate and/or make changes to these legal JHSC's as conditions deem appropriate.

(c) One employee may be placed on each of the legal JHSC's for the locations noted in (b) so long as employees from Local 3906 Unit 2 are employed in such locations.

(d) The selected employee representatives who serve on legal JHSC's must be employed within the workplace/academic location represented by the legal JHSC's.

(e) The introduction and placement of selected employee representatives onto JHSC's will be facilitated by The Office of Environmental and Occupational Health Support Services.

(f) Employee representatives will be paid for attendance at meetings as confirmed by The Office of Environmental and Occupational Health Support Services and one (1) hour of preparation time. Payment is based as shown below on a per diem rate or fraction thereof (ie. hourly rate):

May 1, 2008 - \$399.00 per diem, \$57.00 hourly

May 1, 2009 - \$413.00 per diem, \$59.00 hourly

16.04 The parties understand and agree that the right to refuse unsafe work is guaranteed as per the Ontario Occupational Health and Safety Act, 1990. If Section 43 of this Act is repealed at any time in the future, then the parties agree that Section 43 of this Act will form part of the Collective Agreement at the time of its repeal and that the role of the inspector will then be assumed by the Manager, Environmental and Occupational Health Support Services. Should Section 43 of this Act form part of the collective agreement in the future, it shall be interpreted in compliance with the Ontario Labour Relations Board cases and court cases which interpreted Section 43 of this Act prior

to its repeal.

16.05 Normally, hazards in the workplace are reported to the employee's immediate supervisor. An employee working outside of normal business hours Monday to Friday, who identifies a workplace hazard, will report the hazard to McMaster University's Security Services when the immediate supervisor and head of the academic unit are not available. Security reports dealing with Health and Safety will be forwarded to the CJOH&S Committee.

## **ARTICLE XVII- LEAVES**

### **17.01 Unplanned Leave**

(a) In the event that an employee requires an unplanned leave it is the responsibility of the employee to both advise his/her employment supervisor and to make up for any class that was missed. When making up the class(es) is a practical impossibility, an alternate arrangement, approved by the supervisor, will be made. An unplanned leave is without loss of pay. Unplanned leaves may include, but are not limited to, sickness leave, bereavement leave, court leave, jury leave, family responsibility leave as set out below and any exigent circumstances preventing access to classrooms.

#### **Bereavement**

(b) (i) In the event of a death of a member of an employee's immediate family an employee may use unplanned leave to a maximum of one calendar week. Immediate family shall mean spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother and grandfather.

(ii) If unplanned leave is required in the event of the death of a person significant to the employee and not specifically named in 17.01(b)(i), or additional unplanned leave is required in circumstances covered by 17.01(b)(i), it may be granted up to a maximum of two (2) consecutive working days by arrangement with the employee's supervisor. Such request will not be unreasonably denied.

#### **Court Leave and Jury Leave**

(c) An employee who is required, under a summons or subpoena, to serve as a juror or a witness may use unplanned leave. The employee shall provide his/her supervisor with a copy of the summons or subpoena which indicates the period of jury duty or witness service required as soon as possible after receipt of the same.

#### **Family Responsibility Leave**

(d) An employee who requires leave to attend to the emergency health needs of a member of his/her immediate family may use unplanned leave. Immediate family shall mean spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother and grandfather.

### **17.02 Planned Leave**

(a) An employee will obtain the prior approval of his/her supervisor for a planned leave and will make compensatory arrangements that are also subject to the approval of the Supervisor.

(b) Planned leaves may be arranged for the purposes of academic conference attendance, observance of religious holidays, union convention attendance, grievance attendance where the employee is a party to the grievance, arbitration hearings under this collective agreement for the purpose of the employee testifying and court attendance where the employee is a party to the court proceedings.

### 17.03 **Parental and Adoption Leaves**

#### (a) **Pregnancy Leave**

(i) An employee who expects to commence a pregnancy leave prior to the end of a term will advise her supervisor as soon as is reasonably possible of this intent and the planned end date for her work. The employee will assist the supervisor in completing the arrangements necessary to transfer any uncompleted work. An employee holding more than one appointment will advise all affected course supervisors. Should the leave need to commence sooner than the date arranged, the employee will advise the supervisor(s) as soon as is reasonably possible of this change in the plan. The employee will be paid at the rate of 40% of the minimum rate of pay for the balance of the term in which the pregnancy leave commences. The employee may not return to this appointment for the balance of the term in which the pregnancy leave commences.

(ii) An employee taking a pregnancy leave under (i), or giving birth while not holding an appointment, will be paid 40% of the minimum rate of pay for the complete term commencing immediately following the term in which the pregnancy leave under (i) commenced or the birth occurred if the additional term is:

- The second term of an original 6 unit appointment, or
- A term for which the employee had already accepted an offer as the successful applicant in a competition for a course in which the employee holds current seniority, or
- A term that is part of a planned sequential appointment under Article 11.06, or
- A term in which a course is next offered as a Sessional Faculty appointment following the employee having had a “first consideration” appointment to that course under Article 11.02.

(iii) For the purposes of pregnancy leave under (ii), the Spring/Summer session is considered as one term. An employee who holds more than one course appointment simultaneously and who takes a pregnancy leave under (ii) must advise the Chair of each department affected.

(iv) An employee in receipt of pregnancy leave payment under (ii) may not return to an appointment during the term to which the pregnancy leave under (ii) applies.

(v) Eligibility for “first consideration” appointments under Article 11.02 will be extended by one term for any employee receiving pregnancy leave payment under (ii).

(vi) Current and aggregate seniority, as applicable, will accrue for any term for which the employee is in receipt of any pregnancy leave payment.

(vii) In order to receive pregnancy leave payment under this provision, there is no requirement for the employee to demonstrate eligibility for Employment Insurance benefits under the Employment Insurance Act.

(b) **Adoption Leave**

Adoption leave is available to an employee on the same basis as a pregnancy leave under (a). An adoption leave will commence on the first day that the child first comes into the custody, care and control of the parent. A supervisor may require the employee to provide proof of adoption. A parent for the purposes of adoption leave will be defined in the same way as spouse per Article 19.04.

(c) **Paid Parental Leave**

A paid parental leave may be taken by an employee who is the spouse of the birth mother of a newborn child on the same basis as a pregnancy leave under (a)(i, vi and vii). The provisions of (a) (ii to v) do not apply. A parent for the purposes of parental leave will be defined in the same way as spouse per Article 19.04.

(d) **Unpaid Parental Leave**

(i) An unpaid parental leave may be taken for a complete term that commences within 35 weeks of the birth of a child, or the date that an adopted child comes into custody, care and control of the employee, if the term is of any of the following types:

- The second term of an original 6 unit appointment and the birth occurred during the first term of such an appointment, or
- A term for which the employee had already accepted an offer as the successful applicant in a competition, or
- A term that is part of a planned sequential appointment under Article 11.06, or
- A term in which a course is next offered as a Sessional Faculty appointment following the employee having had a “first consideration” appointment to that course under Article 11.02.

(ii) An employee having taken a pregnancy leave under (a) or an adoption leave under (b) may also take an unpaid parental leave under (i).

(iii) An employee taking an unpaid parental leave must advise the Chair of the department offering the course(s) affected as soon as possible of his/her intent to take the leave.

(iv) For the purposes of unpaid parental leave under (i), the Spring/Summer session is considered as one term.

(v) Eligibility for “first consideration” appointments will be extended by one term for any employee taking an unpaid parental leave under (i).

(vi) Current and aggregate seniority, as applicable, will accrue for any term for which the employee takes an unpaid parental leave.

(vii) Where pregnancy leave is taken, parental leave, if the member elects to take it, must begin immediately when the pregnancy leave ends, unless, in the case of adoption, the child has not yet come into the custody, care and control of a parent for the first time.

(e) Expedited Complaint/Grievance Resolution

A grievance by an employee or by the union which alleges that any employee, due to an impending leave under Article 17.03, has been denied a position to which she would otherwise would have been appointed shall be filed directly at Step 2 unless the employee, the Employer and the Union agree that the matter shall bypass Step 2 and proceed directly to Step 3.

**ARTICLE XVIII- TECHNOLOGICAL CHANGE**

18.01 The Employer and the Union agree to inform each other of significant technological changes, excluding budgetary process and course determination, which affect the members of the bargaining unit as soon as they become aware of such changes.

18.02 Employees who hold seniority in any course, as defined in Article 11.05 are eligible for training through the Learning Technologies Resources Centre (LTRC) at McMaster University. Appointment letters will include reference to this access to the LTRC.

18.03 The Employer will not require an employee to use technological skills other than those agreed to at the time of hiring.

**ARTICLE XIX - DEFINITIONS**

19.01 Employment supervisor is defined as the department Chair.

19.02 For the purposes of this Agreement any academic unit in which bargaining unit members are employed shall be defined as a department. For the purposes of this Agreement, the Faculty member in charge of an academic unit shall be considered its Chair.

19.03 A term is defined as the period of time required to teach a three (3) unit course.

19.04 For the purposes of this contract, spouse means either of two persons who:

- i) are married to each other, or
- ii) are not married to each other and are living together in a conjugal relationship,
  - a) continuously for a period of not less than one year; or
  - b) of some permanence, if they are the natural or adoptive parents of a child, as parents is defined in Section 1 of the *Family Law Act*, R.S.O. 1990, c. F.3.

19.05 A Sessional Faculty is defined as an employee who is contracted to teach one or more university degree credit courses on a course by course basis during an academic session.

19.06 In recognition that Canadian universities commonly refer to contract faculty by a variety of titles, for the purposes of professional recognition, employees in the bargaining unit shall be called Sessional Faculty and Sessional Music Faculty.

#### **ARTICLE XX - LEGAL LIABILITY**

20.01 In the event that an employee is named for damages or other civil suit or is charged with criminal or quasi criminal proceedings arising from his/her employment duties on behalf of the employer, the Legal Liability Policy of the Employer will apply.

#### **ARTICLE XXI - DURATION**

21.01 The terms of this Agreement shall be in effect from May 1, 2008 to April 30, 2010 and the Agreement shall remain in effect from year to year thereafter unless either party gives to the other party a written notice of termination or a desire to amend this Agreement.

21.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of not more than one hundred and twenty (120) days prior to the expiration date of this Agreement or any anniversary of such expiration date.

21.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within twenty-one (21) days after the giving of such notice if requested to do so.

DATED AT Hamilton, Ontario, this 19<sup>th</sup> day of June, 2008.

**FOR THE EMPLOYER**

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Provost and Vice-President, Academic  
Ilene Busch-Vishniac

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Associate Vice-President, Academic  
Fred A. Hall

---

Dean, Faculty of Social Sciences  
Susan J. Elliott

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Administrator, School of Biomedical Engineering  
David Ryan

---

Director, Employee/Labour Relations  
Murray C. Lapp

**FOR THE UNION**

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Julian Holland, Bargaining Team Member

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Juliette Merritt, Bargaining Team Member

---

Marc Ouellette, Bargaining Team Member

---

Suzanne Rintoul, Bargaining Team Member

---

Carol-Anne Eves, Recording Secretary

---

Heather Johnson, Recording Secretary

---

Mary Ellen Campbell, Local President

---

Nancy MacBain, Local Staff

---

Jesse Payne, Local Staff

**SCHEDULE "A" - WAGES**

<b><u>Classification</u></b>	<b><u>Minimum Rate of Pay</u></b>		<b><u>Minimum Rate of Pay if 18 Units of Aggregate Seniority*</u></b>	
	<b><u>Per Three Unit Course</u></b>	<b><u>Per Six Unit Course</u></b>	<b><u>Per Three Unit Course</u></b>	<b><u>Per Six Unit Course</u></b>
May 1, 2008	\$6,100	\$12,200	\$6,350	\$12,700
May 1, 2009	\$6,325	\$12,650	\$6,700	\$13,400

\*To receive this premium rate of pay as the minimum rate of pay, a Sessional Faculty must have 18 units of aggregate seniority. Aggregate seniority is defined in Article XI - Posting and Hiring and Job Security.

<b><u>Classification</u></b>	<b><u>Minimum Rate of Pay</u></b>
<b>Sessional Music Faculty</b>	<b>Per Hour</b>
May 1, 2008	\$57.00
May 1, 2009	\$59.00

The above rates include 4% vacation pay as outlined in Article 14.05.

NOTES

**APPENDIX A  
LETTER OF APPOINTMENT  
FOR SESSIONAL FACULTY**

(On Official Faculty Letterhead)

Date

Sessional Faculty Name

Address

Dear (Name of Sessional Faculty):

On the recommendation of (Department Chair), I am pleased to offer you an appointment as a Sessional Faculty, to teach as follows:

Course(s): (Course Number and Title)  
 Projected Enrolment: (Projected Enrolment)  
 Location: (Course Location, eg. Central Campus, Burlington)  
 Academic Term(s): (Start and end date of Term(s))  
 Course Day(s): (Date of first/last lecture and days of the week the course is running)  
 Course Hours: (Start and end times of course)  
 Examination Period: (Dates of final examination period)  
 Wages: (\$-Wage, per Schedule A in CUPE Collective Agreement)  
 The sum of 4% vacation pay, as well as consideration for all other statutory payment requirements, is included in the above mentioned wages. The above mentioned wages are subject to statutory deductions and CUPE union dues. Your payment will be delivered in bi-weekly instalments from the beginning to the end of the academic term outlined above.

Employment Supervisor: Dr. (Supervising Professor, Title)

The terms and conditions of employment are as described in the Collective Agreement between McMaster University and Canadian Union of Public Employees, Syndicat canadien de la fonction publique, Local 3906, Unit 2, Wentworth House, Room B108.

Additional matters bearing on your responsibilities are attached in the Notes for Sessional Faculty and in the Employee & Labour Relations pages of the Working@McMaster website ([www.workingatmcmaster.ca](http://www.workingatmcmaster.ca)) under 'Sessional Faculty and Sessional Music Faculty'.

If you hold current seniority in any course, you are eligible for training through the "Learning Technologies Resource Centre" (LTRC) at McMaster University.

I hope these terms are satisfactory, and would ask you to sign both copies of this letter and return one to (name, title, location) within two (2) weeks of the date of this letter. Should you require additional time, please contact (Department Chair/ Administrator) to make this request, otherwise this offer will expire two (2) weeks of the date of this letter at the end of the work day. The signed

copy that you return will serve as acceptance of this offer. This appointment is complete upon your submission of grades at the end of the academic term. Please see Article 14.06 in the Collective Agreement for information regarding remuneration for additional work performed beyond the end of term.

In the event that this appointment is cancelled, please refer to Article 14.04(a) in the Collective Agreement.

Best wishes.

Yours sincerely,

Dean  
Faculty of (name of Faculty)

\_\_\_\_\_  
Sessional Faculty

\_\_\_\_\_  
Date

cc: CUPE Local 3906  
Human Resources, Gilmour Hall

FOR OFFICE USE ONLY- the space below is for office use only

<b>Account Override</b> _____ - _____	<b>Employee Id Number</b> _____
<b>Expiry Date</b> _____	
<b>Authorizing Signature:</b>	<b>Position Code</b> _____

**APPENDIX A  
LETTER OF APPOINTMENT  
FOR SESSIONAL MUSIC FACULTY**

(On Official Faculty or SOTA Letterhead)

Date

Sessional Music Faculty's Name  
Address

Dear (Name of Sessional Music Faculty):

On the recommendation of (Director of SOTA), I am pleased to offer you an appointment as Sessional Music Faculty, as required, to teach the following:

Instrument:	(Instrument Name)
Projected Enrolment:	(Projected Enrolment)
Location:	(Course Location, eg. Central Campus)
Academic Term(s):	(Start and end date of Term(s))
Instructional Day(s):	Hours and days to be arranged
Wages:	\$xx.xx per hour, per Schedule A in CUPE Collective Agreement The sum of 4% vacation pay, as well as consideration for all other statutory payment requirements, is included in the above mentioned wages. The above mentioned wages are subject to statutory deductions and CUPE union dues. Your payment will be delivered in bi-weekly instalments from the beginning to the end of the academic term outlined above.

Employment Supervisor: (Name) Director, School of the Arts

The terms and conditions of employment are as described in the Collective Agreement between McMaster University and the Canadian Union of Public Employees, Syndicat canadien de la fonction publique, Local 3906, Unit #2, Wentworth House, B108. Additional matters bearing on your responsibilities are attached in the Notes for Sessional Faculty and in the Employee & Labour Relations pages of the Working@McMaster website ([www.workingatmcmaster.ca](http://www.workingatmcmaster.ca)) under 'Sessional Faculty and Sessional Music Faculty'.

The University will provide studio space for you to carry out your duties. You may choose to use alternate (non-University) studio space, however this choice is subject to the agreement of the Director, School of the Arts. In addition, you must ensure that there is appropriate professional liability insurance coverage for the location. If you do choose this option, you must appreciate that your number of instruction hours will be dependant upon the Director's agreement to attend lessons at the alternate location.

If you reside outside the Hamilton Wentworth region and must travel to the McMaster University

central campus in order to give instruction you will be provided a taxable travel allowance at the rate of \$40.00 per round trip. If you reside greater than 80 kilometres from the main campus you must self-declare to SOTA your status as eligible to claim this travel allowance as non-taxable.

I hope these terms are satisfactory, and would ask you to sign both copies of this letter and return one to (Name, Title, Location) within two (2) weeks of the date of this letter. Should you require additional time, please contact (the SOTA Director/Administrator) to make this request, otherwise this offer will expire two (2) weeks of the date of this letter at the end of the work day. The signed copy that you return will serve as acceptance of this offer.

In the event that this appointment is cancelled, please refer to Article 14.04(b) in the Collective Agreement.

Best Wishes.

Yours sincerely,

Dean  
Faculty of Humanities

\_\_\_\_\_  
Sessional Music Faculty

\_\_\_\_\_  
Date

cc: CUPE Local 3906  
Human Resources, Gilmour Hall

FOR OFFICE USE ONLY- the space below is for office use only

<b>Account Override</b> _____ - _____	<b>Employee Id Number</b> _____
<b>Expiry Date</b> _____	
<b>Authorizing Signature:</b>	<b>Position Code</b> _____

June 19, 2008

Unit 2 Employees  
c/o Mary Ellen Campbell, President  
CUPE, Local 3906, Unit 2

Dear Mary Ellen,

**LETTER OF UNDERSTANDING  
WENTWORTH HOUSE CUPE OFFICE ACCESS**

In the event that CUPE's office in Wentworth House is not accessible to a Sessional Faculty/Sessional Music Faculty because of his/her disability, CUPE will enlist the assistance of the University when necessary to accommodate the needs of the Sessional Faculty/Sessional Music Faculty.

Yours sincerely,

Murray C. Lapp  
Director, Employee/Labour Relations

June 19, 2008

Unit 2 Employees  
c/o Mary Ellen Campbell, President  
CUPE, Local 3906, Unit 2

Dear Mary Ellen,

**LETTER OF UNDERSTANDING  
INTELLECTUAL PROPERTY POLICY**

This letter will confirm that Sessional Faculty are covered by McMaster University's Intellectual Property Policy, as it may from time to time be constituted, and, should any dispute arise with respect to matters covered by that Policy, will solely have recourse through the mechanisms established by that Policy. For the purposes of interpreting the Intellectual Property Policy, the Sessional Faculty are understood to be Teaching Staff.

Yours sincerely,

Murray C. Lapp  
Director, Employee/Labour Relations

June 19, 2008

Unit 2 Employees  
c/o Mary Ellen Campbell, President  
CUPE, Local 3906, Unit 2

Dear Mary Ellen,

**LETTER OF UNDERSTANDING  
UNIT 2 SENIORITY**

This letter will confirm that CUPE Local 3906 Unit 2 accepts the responsibility for establishing the base level of seniority for all bargaining unit members for use at the commencement of the seniority list. Commencing August 31, 2008 seniority will be tracked by the union from the information provided under 7.01(c).

Yours sincerely,

Murray C. Lapp  
Director, Employee/Labour Relations

## McMaster University Sessional Faculty Post-Contract Payment Form

Article 14.06, CUPE 3906, Unit 2 Collective Agreement states:

“ In the event that after the contract expiry date an employee’s employment supervisor requests the employee to: re-read papers or exams, attend appeals, deal with cases of academic dishonesty, grading or regrading late papers or exams, and in the event that the employee agrees to perform such extra work, the employee will receive extra remuneration based on a per diem rate or fraction thereof (i.e. hourly rate):

May 1, 2008 - \$399.00 per diem, \$57.00 hourly

May 1, 2009 - \$413.00 per diem, \$59.00 hourly

Payment will be made within one month after the completion of the work, subject to payroll deadlines.”

### INSTRUCTIONS

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Form to be completed by Sessional Faculty

Please read all instructions and guidelines (on reverse) carefully before completing this form.

---

Provide details about the course, students and the nature of the work (i.e. number of exams set, number of students) requested by your supervisor. Obtain supervisor signature and return to your Department/Program Administrative Coordinator for processing of payment. Copies of supporting documents are required (e.g., “change of Grade Form” from the Faculty’s Office of the Associate Dean (Studies), and should be submitted with the completed “Post-Contract Payment Form”. Cheques will not be issued separately if you are currently receiving a regular pay. Payment will be made within one month after completion of the work, subject to payroll deadlines.

Sessional Faculty’s Name: \_\_\_\_\_ Employee #. \_\_\_\_\_

Department: \_\_\_\_\_

Course(s) Taught: \_\_\_\_\_ Term & Session: \_\_\_\_\_

(See Guidelines for hours associated with each activity)

<u>Activity</u>	<u>Number</u>	<u>Hours</u>
Setting Exam(s)	_____	_____
Re-read Paper (s)	_____	_____
Re-read Exam(s)	_____	_____
Attend Appeal(s)	_____	_____
Grade or Re-grade late Paper(s) or Exam(s)	_____	_____
Dealt with Case(s) of Academic Dishonesty	_____	_____
<b>Total Time Spent on Post-Contract Work</b>	_____	_____
Total Remuneration Due (base calculation of appropriate per diem or fraction thereof –see reverse for guidelines)	_____	_____

\_\_\_\_\_  
Sessional Faculty’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor’s Signature

\_\_\_\_\_  
Date

## Guidelines On Post Contract Work & Hours of Work

The hours cited for post-contract work on this form are a guide for Sessional Faculty, and supervisors. It is understood that the length of time for Sessional Faculty to complete a given task varies depending upon, for example, the length and complexity of the exam or paper to be graded.

### ***EXAMPLES:***

- |   |                                |
|---|--------------------------------|
| a) Setting Exam<br>or time as approved by Supervisor    | 60 minutes                     |
| b) Grading Exam<br>or time as approved by Supervisor    | 20 minutes                     |
| c) Re-grading Exam<br>or time as approved by Supervisor | 20 minutes                     |
| d) Grading Papers<br>or time as approved by Supervisor  | 30 minutes                     |
| e) Attend Appeal  | Time as approved by Supervisor |

***Note: "contract expiry date" is the end of normal duties, i.e., the later of the date by which exams are to be marked or the end of the examination period.***

**McMaster University**  
**Sessional Faculty Supplemented Fees**

This form is in accordance with Article 14.02, CUPE 3906, Unit 2 Collective Agreement:

“In addition to the wages as laid out in Schedule ‘A’, the employee shall be eligible to receive supplemented fees (paid as a lump sum) based on official class size as follows:

**May 1, 2008**

Per Three Unit Course: \$5.35 for every student who exceeds 80 students

Formula: (Official Class Size - 80) x \$5.35 = lump sum amt.

Per Six Unit Course: \$10.70 for every student who exceeds 80 students

Formula: (Official Class Size - 80) x \$10.70 = lump sum amt.

**May 1, 2009**

Per Three Unit Course: \$5.75 for every student who exceeds 75 students

Formula: (Official Class Size - 75) x \$5.75 = lump sum amt.

Per Six Unit Course: \$11.50 for every student who exceeds 75 students

Formula: (Official Class Size - 75) x \$11.50 = lump sum amt.

Please complete one form for each course exceeding the threshold.

Sessional Faculty's Name: \_\_\_\_\_

Employee Number: \_\_\_\_\_

Department: \_\_\_\_\_

Course Taught: \_\_\_\_\_

Term and Session: \_\_\_\_\_

Course Enrolment: \_\_\_\_\_

\_\_\_\_\_  
 Sessional Faculty Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Supervisor Signature

\_\_\_\_\_  
 Date

Return completed form to Department Administrative Coordinator/Administrator/Area Secretary.

### Release of Teaching Evaluations

Article 13.02(c) of the collective agreement provides that student ratings may be made public by the University with a Sessional Faculty's written permission. It is understood that there shall be no reprisal against any Sessional Faculty who chooses not to give such written permission.

By granting permission to McMaster University to release publicly, through the McMaster Students' Union (MSU) and the McMaster Library, a summary of students' responses to the summative question on the student course rating form, I understand that:

1. the summary (example available from department office) consists of the number of students selecting each response and the mean and median of all responses;
2. the MSU has agreed to disseminate the information without editorial comment or recommendation, to restrict electronic access to current and incoming McMaster students, and to maintain electronic access for no more than four academic years after the year in which the course is taught;
3. my permission covers any future undergraduate or MBA courses taught by me (except courses already underway on the date permission is granted), until and unless I withdraw this permission;
4. I can withdraw this permission at any time by notifying my Chair (or equivalent), and such withdrawal will take effect with regard to all future undergraduate and MBA course taught by me (except courses already underway on the date my permission is withdrawn) until and unless I grant permission once again;
5. should I exercise my right to withdraw, I shall be given an annual opportunity to grant permission once again;
6. the conditions governing the MSU's dissemination of the released information were drafted by a Senate mandated implementation committee.

Please check whichever applies:

- I GRANT* permission for the release of a summary of students' responses to the summative question on the student course rating form.
- I DO NOT GRANT*

NAME (PLEASE PRINT): \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_ FACULTY: \_\_\_\_\_

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

NB: IF THIS FORM IS NOT RETURNED, IT WILL BE PRESUMED THAT THE INSTRUCTOR HAS DECLINED PERMISSION FOR THE RELEASE.

(Distribution: one copy to be retained by the signatory; one to be retained by the signatory's Department Chair; and one to be retained by the signatory's Faculty.)

## **THE RIGHT TO REFUSE UNSAFE WORK**

The right to refuse unsafe work is defined in the Ontario Occupational Health and Safety Act. The Act allows individuals to refuse unsafe work provided certain criteria are met. Section 43 of the Act spells out the procedures you must follow. Note that this is a summary only. Consult the Act for official reference. Copies are available from the CUPE 3906 office or online at: [http://www.e-laws.gov.on.ca/html/statutes/english/elaws\\_statutes\\_90o01\\_e.htm](http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_90o01_e.htm)

1. If you have reason to believe that your health or safety is in danger due to a hazard, inform your work supervisor or department Chair immediately. After regular office hours, call Security. Stop work and move to a safe location.
2. Your supervisor is required to investigate the hazard and take actions to eliminate it.
3. If your supervisor is unable to correct the problem, inform her/him that you are refusing to work and why. Call the union office at extension 24003. Ask your supervisor to contact Security or call Security yourself at extension 24281 or by dialling "88" at any University phone.
4. An investigation involving the supervisor and a person appointed by the union will take place in the presence of the refusing worker.
5. If the work is deemed unsafe, then the problem must be corrected.
6. If the work is deemed safe and you disagree, tell your supervisor. S/he will then call an inspector from the Ministry of Labour. The inspector will investigate and either instruct you to return to work or issue an order to make the workplace safe. Pending the decision of the inspector, the employer has the right to assign the worker reasonable work until the decision of the inspector is made.
7. If you initiate a work refusal or have a question about the situation you find yourself in, contact the union immediately.
8. Please review the OHSA for the exact process. A copy of the OHSA is available online at [http://www.e-laws.gov.on.ca/html/statutes/english/elaws\\_statutes\\_90o01\\_e.htm](http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_90o01_e.htm)