

CUPE 3906 SUMMARY FOR RATIFICATION

NOVEMBER 15, 2010



The information below describes the gains made in the 2010 round of bargaining, as reflected in the Final Offer put forward by the Employer on November 9th.

While many gains have been made, also included in this document is an account of key proposals identified by members that were not included in this agreement. Many of the proposals that were not achieved were hindered by the difficult bargaining climate created by the province's 0% compensation demands.

The gains that have been made are a result of the strong strike vote, as well as the hard work of you bargaining support team, active members and your Bargaining Team.

We need to continue to build on these successes. Future gains in the unaddressed areas will require the continued support from all the members in future years. This Final Offer, if ratified, represents not the end, but rather the continuation, of our ongoing fight for wage parity, employment equity and job security.

That said, your bargaining team is issuing the following statement with respect to this vote:

"Given the incredibly difficult bargaining climate created by the province's 0% compensation demands, you bargaining team has determined that this offer, which includes 0% in the first two years, while not ideal, is the best negotiated settlement we could reach at this time.

We did make substantial gains in other areas of this contract, and as such, your Bargaining Team is issuing a qualified recommendation to ratify this offer."

HIGHLIGHTED IMPROVEMENTS

Management Rights: Sessional Faculty will not be responsible for discharging, suspending or otherwise disciplining TAs assigned to them.

A bargaining unit member shall not be required to exercise the management functions of discharging, suspending or otherwise disciplining a teaching assistant assigned to them. A bargaining unit member shall be accountable for supervising teaching assistants and for reporting concerns to his/her supervisor that may lead to disciplinary action.

Course Outlines: No one will be expected to provide sample course outlines as part of an application for a Sessional Faculty position. Sample outlines or reading lists may be requested after short-listing only.

Applicants will not be required to submit proposed course outlines, calendars of events or reading lists as part of their application for a posted position, except that, a Department may require this information from short-listed candidates solely for the purpose of selecting the successful candidate. The Materials described above which are voluntarily submitted prior to short-listing shall not be considered in the short-listing process.

Pro-rating: The Employer will not be able to post single-unit courses to avoid posting 3 or 6 unit courses. They will not hire multiple Sessional Faculty to teach a single course, unless they are unable to find a qualified single applicant.

The Employer agrees that it will not post a series of single unit appointments with the intension of avoiding posting a 3-unit and/or 6-unit appointment. The Employer will not appoint multiple employees to teach a single course unless the Employer is not able to find a qualified single applicant for the course. In the event a course is taught by more than one employee, each employee will share proportionately in: the posted rate of pay; the total seniority credits available based on the total unit value of the course; any applicable supplemental fees; and, any applicable cancellation stipend.

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Class-Size Stipends: The class-size stipends set out in Schedule B will now be processed automatically – there is no obligation for Sessional Faculty to submit paperwork.

In addition to the wages as set out in Schedule “A”, the employee shall be eligible to receive supplemented fees as set out in Schedule “B”. Supplemented fees shall be processed automatically.

Orientations: The Employer will provide all new Unit 2 members with an Orientation, and all Unit 2 members will be informed of changes to their responsibilities as supervisors under the Unit 1 contract.

The Employer will provide an orientation to all newly hired Unit 2 employees in order to provide them with information about the general operation of the University and resources available to employees that may be of assistance in the performance of their duties. Employee orientation may include information about such things as their role as a TA supervisor, their obligations as a supervisor under the Unit 1 Agreement, supervisor training and professional development resources that are available to employees. The parties further agree that the Employer will inform all Unit 2 members of changes to their role as supervisors under the Unit 1 collective agreement.

OTHER LANGUAGE IMPROVEMENTS

- 2013 expiration date, allowing inclusion in future coordinated bargaining
- Definitions improved and expanded
- The Labour Management Committee terms of reference
- were improved and the Employer needs to meet with the Union to discuss organizational change
- Collective Agreements will be distributed in electronic format, unless a printed copy is requested
- Language on the ROE allocation of hours for EI purposes, as well as the amendment process, is now in the CA. We also won changes to the amendment process – you would now submit amendment requests in the 60-day window at the end of the course, instead of the beginning
- By mutual consent the parties may agree to go to grievance mediation
- If disciplined, Employees will have the right to append a letter to their Employee file providing their own context to the situation
- Job postings will now include wage rate, projected TA support and the number of Units of work
- First Consideration Appointments will now be made using a First Consideration Appointment form, creating a paper trail for the appointment
- Unattributable students comments will not be used as any part of an evaluation
- Travel re-imbusement is now based on the difference between the distance from your house to McMaster and your house and the satellite campus
- Unit 2 members who require home-office space are eligible for T2200 forms to be filled out for tax purposes
- More committee seats on the JHSC
- Link to the Injury/Accident Report included in the CA
- First Aid & CPR Certification available at no cost
- Employees are entitled to Compassionate Leave & Reservist Leave
- Language on Observances (National Day of Mourning, Remembrance Day, and International Women’s Day)
- Religious Holidays – Employees are entitled to rearrange his/

WAGES

Effective Date	Base Rate of Pay Per 3 or 6 Units Taught*			
	If less than 18 units of Aggregate Seniority		If 18 or more units of Aggregate Seniority**	
	Per 3 Units	Per 6 Units	Per 3 Units	Per 6 Units
As at April 30, 2010	\$6,325	\$12,650	\$6,700	\$13,400
Date of ratification	\$6,325	\$12,650	\$6,700	\$13,400
May 1, 2011	\$6,325	\$12,650	\$6,700	\$13,400
May 1, 2012	\$6,514.75	\$13,029.50	\$6,901	\$13,802

Effective Date	Sessional Music Faculty Hourly Rate
As at April 30, 2010	\$59.00
Date of ratification	\$59.00
May 1, 2011	\$59.00
May 1, 2012	\$60.77

* for courses that are not 3 or 6 units, the Base Rate of Pay shall be pro rated based on the number of units taught as specified in the employee’s letter of appointment

** Aggregate Seniority is defined in Article 12- Posting, Hiring and Job Security.

The above rates include 4% vacation pay.

- her work duties without the loss of pay in order to observe the religious holiday(s) of his/her faith
- Provided more information on pending Technological Change, as well as stronger Technological Change language
 - Seniority is now a standalone article (Article 20)
 - Unit 3 Seniority bridging language – Seniority is transferable for Unit 3 members who become Sessional Faculty
 - The Union is now involved in the creation of Sessional Faculty Notes to ensure the document is in line with the Collective Agreement

BENEFITS AND FUNDS

16.01 Union Expenses Fund - For the purposes of the CUPE Local 3906 administered expenses, the Employer will remit to the Union the following payments:

Year 1 (effective May 1, 2010): \$12,650.00
 Year 2 (effective May 1, 2011): \$12,650.00
Year 3 (effective May 1, 2012): \$13,029.50

16.02 Benefits will be available through funding provided by the Employer and administered by CUPE Local 3906 in the following amounts:

Year 1 (effective May 1, 2010): \$25,000.00
 Year 2 (effective May 1, 2011): \$25,000.00
Year 3 (effective May 1, 2012): \$50,000.00

16.03 The Employer will provide to CUPE Local 3906 for administration as a Professional Development Fund the following payments:

Year 1 (effective May 1, 2010): \$25,000.00
 Year 2 (effective May 1, 2011): \$25,000.00
Year 3 (effective May 1, 2012): \$30,000.00

In the event that after the contract expiry date an employee's Supervisor requests the employee to: re-read papers or exams, attend appeals, deal with cases of academic dishonesty, grading or re-grading 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):

Year 1 (effective May 1, 2010): \$413.00 per diem, \$59.00 hourly
 Year 2 (effective May 1, 2011): \$413.00 per diem, \$59.00 hourly
Year 3 (effective May 1, 2012): \$425.39 per diem, \$60.77 hourly

16.05 EFAP

Employees are entitled to access the McMaster University Employee and Family Assistance Programme.

CONCESSIONS WE FOUGHT OFF

The Employer attempted to gain numerous concessions in multiple parts of the agreement. We were successful in fending off their attempts in the following areas:

- New and punitive sick leave provisions
- Huge changes to the Parental/Pregnancy Leave provisions that would have made taking leaves other than maternity leave very difficult
- Language that would have meant that someone who makes mistakes in authorizing TA hours would lose all their seniority and First Consideration Appointments
- Sessional Music Faculty not having access to cancellation stipends if a student withdraws
- The Employer wanted to delete a provision that guaranteed your seniority if you did not complete a course.
- The Employer wanted weaker Health & Safety language that had been forced on Unit 1 members in the last round of bargaining.
- The Employer kept pushing for a four year deal

The Employer also wanted to make huge changes to the First Consideration Appointment provisions that would have implemented timelines that effectively nullified any job security right granted under these provisions.

We were able to fight off the major concessions, but did end up agreeing to one small limitation to FCA rights under very specific circumstances:

Notwithstanding the provisions of Article 12.01, in the event an employee has held the last 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 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 12.04. Where the initial two offerings of a course occur in back-to-back academic terms, the granting of a First Consideration Appointment shall be subject to a satisfactory evaluation for the first offering.

Despite numerous attempts to get it off the table, we also ended up with the addition of students into the following Evaluation language:

14.04 In the event that an employee is not evaluated by students during the teaching of a course, he/she will be deemed to have received a satisfactory student evaluation.

**STATUS OF OTHER KEY
UNION PROPOSALS**
(STILL NEED TO BE WON IN THE FUTURE)

UNION PROPOSAL	EMPLOYER'S RESPONSE
Compensation in the first two years	NO
Benefits increases in the first two years	NO
Paid prep time for Sessional Music Faculty on the ROE	NO
Sessional Music Faculty seniority wage rate	NO
Better disclosure for unfair hiring grievances	NO
Guaranteed TA support based on class size	NO
Multi-Sector Pension Plan	NO
Employment Equity	NO
Tuition Credit	NO
Standardized Posting & Application procedures	NO
Dental Plan	NO
Severance Pay	NO
Strengthening the First Consideration Appointment	NO
Moving the expiry date to August 31st instead of April 30th	NO

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