

McMASTER UNIVERSITY

and

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

LOCAL 3906, UNIT 2

**SESSIONAL LECTURERS
HOURLY-RATED MUSIC INSTRUCTORS**

COLLECTIVE AGREEMENT

Expires April 30, 2008

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This Agreement entered into at Hamilton,
Ontario July 19, 2005

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 Lecturers and Hourly-rated Music Instructors to the 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 Lecturers and Hourly-rated Music Instructors 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 the 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 University.

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 On the initiative of either party, the parties agree to discuss any concerns that are not already

being addressed through the grievance procedure.

4.05 The University recognizes the work of Sessional Lecturers and Hourly-rated Music Instructors 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.

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 University's intention 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 Sessional Lecturers in the effective functioning of the University. Therefore the University agrees that no Sessional Lecturers shall be excluded from departmental meetings or portion thereof where instructional matters relating to

curriculum (pertaining to Sessional Lecturers) 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 University 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. The labels shall include the names and home addresses as

provided by the Sessional Lecturer(s) and Hourly-rated Music Instructors. The labels will be provided in alphabetical order.

(b) The Employer agrees to provide an alphabetized list of all bargaining unit members, including their first and last names, a unique employee identifier, individual gender identification, and their department of work. This information shall be provided in written and machine readable format within one week after the end of each month.

(c) The Employer agrees to provide the Union four (4) times per year (i.e. in January, May, July and September) with 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 will not identify individual employees by sex and/or marital status. The Employer also agrees to provide a list of the mailing addresses and telephone numbers of the bargaining unit employees who were paid during the prior pay period. This information will be provided within the same time frame as indicated in 7.01 (b) above.

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 (1/2) 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.

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 University’s intention 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.

9.01 (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"¹ of employment (or his/her designate), within twenty (20) working days after receiving the reply of the

¹ Refer to Article 19.02

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 lecturer or music instructor 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.

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 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.

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 University 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 The University fills all vacancies by a process of selection. The University 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 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) and qualifications required. No offer of appointment will be made until after the above mentioned job vacancy has been posted on the bulletin board for two weeks. 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.

An employee applying for a vacancy will include the information necessary for determining his/her current and/or aggregate seniority as defined in article 11.04 in this collective agreement.

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

Employees will be appointed by the Dean

of the Faculty on the recommendation of the appropriate Chair.

11.02 ___ 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 University will not be obliged to post any resulting vacancy.

If the University 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 University 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.

11.03 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 neither or none of them has current seniority with respect to the position, the candidate with the most aggregate seniority will be selected.

11.04 Current Seniority: Current seniority shall be computed as the total number of units taught over consecutive years by an employee in the same and/or “anti-requisite” course with the Employer. “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 so computed shall be maintained for no longer than a thirty-six (36) month period. This 36 month period commences on the first day of the term in which the employee last taught the course and/or its anti-requisite. 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.

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

The successful Sessional Lecturer 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.

11.06 The University 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. The appointee will inform the University 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 University may offer the position to another candidate who has applied subject

to 11.03.

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 Sessional Lecturers. 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 Sessional Lecturers.

11.07 The University will forward a copy of all job postings for term appointments and full-time multi-year contractually limited appoints to the Union for posting.

11.08 Where an employee has accrued teaching employment experience as a McMaster University Sessional Lecturer 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. e-mail, photocopying, audio/visual equipment, telephone). 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.

Music Instructors shall be provided with proper and adequate studio space to carry out the duties expected of them by the Employer. It is understood that Music Instructors may choose to use alternate (non-University) studio space to carry out their duties but the Employer will not require them to do so.

The Employer shall not require Music Instructors to use their own personal equipment to carry out the duties expected of them by the Employer. It is further understood that Music Instructors are not responsible for the tuning and maintenance of the University’s pianos; the University will provide properly tuned and regularly maintained pianos as required in the performance of Music Instructors’ duties.

12.02 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.

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

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

12.05 The University 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 a Dean's attention circumstances that do not provide for excellence in undergraduate teaching. In this situation it is the Dean's responsibility to determine an appropriate response.

ARTICLE XIII - EVALUATIONS

13.01 (a) In line with the Senate Policy on "The Encouragement of Teaching Excellence by means of the Evaluation of Teaching", the Employer has the right to require evaluations including student

evaluations of Sessional Lecturers 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 places 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 the 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) Sessional Lecturers 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 University with the Sessional Lecturer'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 University 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:

Per Three Unit Course:

\$5.00 for every student who exceeds 90 students

Formula:

$(\text{Official Class Size} - 90) \times \$5.00 = \text{lump sum amt.}$

Per Six Unit Course:

\$10.00 for every student who exceeds 90 students

Formula:

$(\text{Official Class Size} - 90) \times \$10.00 = \text{lump sum amt.}$

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

(b) Hourly-rated music instructors who reside outside the Hamilton Wentworth region and who must travel to McMaster in order to give instruction will be provided with a travel allowance equivalent to return bus fare per trip.

14.04 If the University cancels a course after the Sessional Lecturer has signed a Letter of Appointment, it will pay the Sessional Lecturer (as referred to in Schedule A) a cancellation stipend of \$1,000. If the University cancels after the first class, it will increase the cancellation stipend by \$200 to a total of \$1,200. If the University cancels after the second class it will increase the cancellation stipend to \$1,300.

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, 2005 - \$336 per diem, \$48 hourly

May 1, 2006 - \$350 per diem, \$50 hourly

May 1, 2007 - \$364 per diem, \$52 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 Lecturers for voluntary private instruction are not covered by this Agreement. Consequently those fees will be the ones that are in effect in September of each year to reflect the most recent contract.

ARTICLE XV - BENEFITS

15.01 For the purpose of a CUPE administered and sponsored Benefits Plan(s), the University will remit the following amounts to CUPE Local 3906 at the start of each contract year:

Year 1 - \$27,500

Year 2 - \$30,000

Year 3 - \$32,250

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

(c) One Sessional Lecturer 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 Sessional Lecturer 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 Sessional Lecturers' representatives onto JHSC's will be facilitated by The Office of Environmental and Occupational Health Support Services.

(f) Sessional Lecturer 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, 2005 - \$336 per diem, \$48 hourly

May 1, 2006 - \$350 per diem, \$50 hourly

May 1, 2007 - \$364 per diem, \$52 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 the 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 a Sessional Lecturer requires an unplanned leave it is the responsibility of the Sessional Lecturer 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 will be made in consultation with the employment supervisor. 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) Unplanned leave shall be to a maximum of one calendar week in the event of a death of a member of an employee's immediate family. 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. Additional unpaid leave may be granted when extensive travel is required.

Court Leave and Jury Leave

(c) Unplanned leave shall include an employee who is required, under a summons or subpoena, to serve as a juror or a witness. 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) Unplanned leave shall include an employee who requires leave to attend to the emergency health needs of a member of his/her immediate family. 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) A Sessional Lecturer 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.

(c) For the purposes of this section, a maternity, paternity or adoption leave is a planned leave. In these circumstances, the employee will arrange with her supervisor the end date for her work and the identification of a replacement for the balance of the contract. The employee will be paid one half of the balance of her contract or \$1,000, whichever is less.

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 Sessional Lecturers who hold seniority in any course, as defined in Article 10.01(f) 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 University 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 Lecturer 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.

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 XIX - DURATION

21.01 The terms of this Agreement shall be in

effect from May 1, 2005 to April 30, 2008 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 19th day of July, 2005.

FOR THE UNIVERSITY

Provost and Vice-President, Academic
Ken Norrie

Associate Vice-President, Academic
Fred A. Hall

Dean, Faculty of Social Sciences
Susan J. Elliott

Administrator, School of Geog. & Earth Sciences
Katherine Philp

Director, Employee/Labour Relations
Murray C. Lapp

FOR THE UNION

 Philippa Carter, Negotiating Team Member

 Kristin Downey, Negotiating Team Member

 Benjamin Doyle, Negotiating Team Member

 Kimberly Harding, Negotiating Team Member

 Shawn Loewen, Negotiating Team Member

 Mike Skinner, Business Agent

SCHEDULE "A" - WAGES

Classification	Minimum Rate of Pay		Minimum Rate of Pay if 18 Units of	
	Per Three Unit Course	Per Six Unit Course	Aggregate Seniority* Per Three Unit Course	Per Six Unit Course
Sessional Lecturers				
May 1, 2005	\$5,250	\$10,500	\$5,350	\$10,700
May 1, 2006	\$5,450	\$10,900	\$5,550	\$11,100
May 1, 2007	\$5,650	\$11,300	\$5,750	\$11,500

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

Classification	Minimum Rate of Pay
Hourly-Rated Music Instructor	Per Hour
May 1, 2005	\$48.00
May 1, 2006	\$50.00
May 1, 2007	\$52.00

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

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

Name
Address

Dear (Name of Sessional Lecturer):

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

COURSE(S): Number and Title

CENTRE: (eg. Campus or Burlington or
Stoney Creek)

DAY(S): Date and Time of First/Last
Lecture, plus final examinations

EXAMINATION PERIOD:

WAGES:

The sum of 4% vacation pay is included in the above mentioned wages.

EMPLOYMENT SUPERVISOR:

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 Lecturers.

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. This signed copy will serve as acceptance of this offer. Best wishes.

Yours sincerely,

Dean
Faculty of

Sessional Lecturer

Date

cc: Human Resources, Gilmour Hall

July 19, 2005

Mr. Mike Skinner
Business Agent
CUPE, Local 3906, Unit 2

Dear Mr. Skinner:

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

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

Yours sincerely,

Murray C. Lapp
Director, Employee/Labour Relations

July 19, 2005

Mr. Mike Skinner
Business Agent
CUPE Local 3906, Unit 2

Dear Mr. Skinner:

**LETTER OF UNDERSTANDING
INTELLECTUAL PROPERTY POLICY**

This letter will confirm that Sessional Lecturers 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 Lecturers are understood to be Teaching Staff.

Yours sincerely,

Murray C. Lapp
Director, Employee/Labour Relations