

**IN THE MATTER OF AN ARBITRATION**  
pursuant to article 12 of the  
**Memorandum of Agreement**  
dated July 17, 2017

**BETWEEN:**

**OCAD UNIVERSITY**

(the “Administration”)

- and -

**ONTARIO COLLEGE OF ART & DESIGN**  
**FACULTY ASSOCIATION**

(“OCADFA”)

**OCADFA ARBITRATION BRIEF**

April 21, 2021

**OCADFA Bargaining Committee**

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# CONTENTS

I. OVERVIEW.....	4
II. BACKGROUND.....	5
A. THE BARGAINING CONTEXT: BILL 124.....	5
B. THE EFFECT OF BILL 124 ON OCADFA’S PRIORITIES.....	5
III. MANAGING THE RISE OF PRECARIOUS EMPLOYMENT AT OCADFA.....	8
A. RIGHT OF REAPPOINTMENT FOR SESSIONAL MEMBERS .....	9
<i>Proposal: Right of Reappointment .....</i>	13
<i>Article 16.1: To be modified as follows.....</i>	13
<i>Article 23.3 will be modified as follows .....</i>	16
B. PERMANENT STATUS FOR TIS.....	19
<i>Proposal: Permanence for TIS faculty.....</i>	20
C. PERMANENT STATUS FOR CONTINUING FACULTY .....	22
<i>Proposal: Permanence for Continuing faculty.....</i>	23
D. REQUIREMENT TO POST PERMANENT TECHNICIAN POSITIONS FOLLOWING TEMPORARY ASSIGNMENTS.....	24
<i>Proposal: Requirement to post technician/counsellor positions following contract technician appointment ..</i>	25
E. EXPRESS PROPORTION OF COURSE TAUGHT BY TENURED FACULTY .....	27
<i>Proposal: Express proportion of course taught by tenured faculty (F1,F2, F3, F4 &amp; F5).....</i>	27
F. CONSEQUENCES FOR CANCELTION OF TIS/CLTA-TAUGHT COURSES .....	30
<i>Proposal: Clarification of obligations upon course cancellation for TIS and CTLA faculty .....</i>	31
IV. IMPROVING FAIRNESS IN THE WORKPLACE.....	32
A. INCREASING EQUITY, DIVERSITY, AND INCLUSION WITHIN THE FACULTY .....	32
<i>Proposal: Increase the hiring and retention of a more diverse faculty .....</i>	35
B. OVER-FORMALIZATION OF INTERNAL APPEAL PROCESSES .....	42
C. STUDENT EVALUATIONS OF SESSIONAL FACULTY (U17) .....	43
<i>Proposal: Removal of student evaluations from assessments of Sessional faculty .....</i>	43
V. MANAGING FACULTY WORKLOAD.....	44
A. TIS FACULTY WORKLOAD.....	44
<i>Proposal: TIS faculty workload .....</i>	45
B. FACULTY-SPECIFIC MAXIMUM COURSE LOAD FOR SESSIONAL FACULTY.....	46
<i>Proposal: Sessional Faculty Workload Limits .....</i>	46
VI. MONETARY IMPROVEMENTS.....	47
A. COMPENSATION INCREASE INCLUDING ATB .....	47
<i>Proposal: Compensation increase including ATB. ....</i>	47
B. ADDITIONAL 1% OF TOTAL COMPENSATION.....	48
1. Immediate reimbursement for extraordinary expenses .....	49
2. Improvements to Sabbatical funding.....	50
<i>Proposal: Improvements to sabbatical funding .....</i>	50
3. Release for OCADFA Duties.....	51
<i>Proposal: Compensation for Union duties.....</i>	51
4. Improvements to Professional development .....	52
<i>Proposal: Professional Development Funding for TIS faculty &amp; Academic Staff.....</i>	53
VII. CONCLUSION .....	54

## **I. Overview**

1. OCADFA seeks improvements to the current Memorandum of Agreement<sup>1</sup> to limit the rise of the Administration's use of precarious and insecure forms of employment, encourage greater equity, diversity, and inclusion within the faculty, and increase compensation and benefits.
2. While the parties have made progress at mediation, the following issues remain in dispute:
  - a. Enhanced job security for sessional faculty, who currently have no meaningful form of security;
  - b. Improved job security for teaching intensive stream faculty, who are currently employed on contracts of between three and five years;
  - c. Enhanced job security for continuing faculty, who are currently employed on term contracts;
  - d. Posting obligations for permanent positions flowing from the use of temporary contract technicians and academic counsellors;
  - e. Restrictions on the complement of TIS faculty that will prevent the erosion of OCADFA's complement of faculty in probationary or tenured appointments;
  - f. Improvements to the teaching workload of TIS faculty;
  - g. Changes to the MOA that would improve workplace fairness and increase diversity within the faculty; and
  - h. OCADFA's proposals seeking improvements to compensation and benefits.<sup>2</sup>

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<sup>1</sup> Tab 1, Memorandum of Agreement dated July 17, 2017 ("MOA")

<sup>2</sup> OCADFA is participating in the challenge to Bill 124 on the basis that the legislation unreasonably interferes with its constitutionally recognized right to collectively bargain and places an undue restraint on an interest arbitrator's power.

## **II. Background**

### **A. The Bargaining Context: Bill 124**

3. In 2019, the Ontario legislature passed the *Protecting a Sustainable Public Sector for Future Generations Act*, 2019 (“Bill 124”). Bill 124 creates a three-year moderation period starting from the end of the operative Memorandum of Agreement (June 30, 2020).<sup>3</sup> For each 12-month period in the moderation period, Bill 124 limits any increases to salaries to one percent.<sup>4</sup> Bill 124 further restricts incremental increases to existing compensation entitlements or new compensation entitlements to one per cent on average for all employees covered by the collective agreement for each 12-month period of the moderation period.<sup>5</sup>
4. OCADFA is part of a coalition of faculty associations and other unions challenging the constitutionality of Bill 124, because the bill unlawfully interferes with the rights of workers to engage in free and fair collective bargaining. OCADFA’s bargaining proposals are without prejudice to its position in that constitutional challenge. Further, any arbitration award rendered pursuant to article 12 of the Memorandum of Agreement should be without prejudice to the rights of OCADFA and its members if the courts determine that Bill 124 is unconstitutional.
5. OCADFA requests, as is now customary, that the arbitrator remains seized to reopen compensation issues if the outstanding constitutional challenges are successful, or if Bill 124 is otherwise modified or repealed with retroactive effect or for some other legally relevant reason.<sup>6</sup>

### **B. The effect of Bill 124 on OCADFA’s priorities**

6. OCADFA has adjusted its bargaining priorities in a manner that recognizes the interference that Bill 124 has on the ability of this interest arbitration to replicate free collective bargaining.
7. OCADFA’s members have historically been compensated at rates lagging behind faculty at other Universities, whether measured against those within the same municipality, province, or country.

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<sup>3</sup> Tab 2, *Protecting a Sustainable Public Sector for Future Generations Act*, 2019, [Bill 124], s. 9(1)1.

<sup>4</sup> *Ibid* s. 10.

<sup>5</sup> *Ibid* s. 11.

<sup>6</sup> See for example, Tab 3, *Pine Meadow Nursing Home v United Steel Workers, Local 343 And United Steel Workers, Local 343*, 2021 CanLII 25294 (ON LA), <https://canlii.ca/t/jf25s>

Statistics Canada data on salary levels of teaching staff at Ontario universities shows that the average salary for teaching staff (all ranks) is the lowest in Ontario:<sup>7</sup>

Institution	Average salary		Median salary	
	2018 / 2019	2019 / 2020	2018 / 2019	2019 / 2020
University of Toronto - Excluding medical and dental	\$170,050	\$175,825	\$166,325	\$172,550
Queen's University - Excluding medical and dental	\$163,125	\$165,850	\$160,875	\$162,475
York University	\$163,075	\$165,725	\$159,925	\$162,450
McMaster University - Excluding medical and dental	\$162,225	\$164,225	\$168,000	\$170,575
University of Ottawa - Excluding medical and dental	\$157,600	\$163,275	\$159,100	\$163,600
University of Waterloo	\$156,100	\$160,325	\$156,875	\$159,975
Brock University	\$152,650	\$156,075	\$151,025	\$154,275
University of Guelph	\$151,800	\$155,350	\$153,475	\$157,325
University of Western Ontario - Excluding medical and dental	\$150,475	\$154,750	\$143,375	\$147,675
University of Windsor	\$151,000	\$153,875	\$151,400	\$153,975
Laurentian University	\$147,700	\$151,425	\$153,650	\$159,450
Wilfrid Laurier University	\$144,750	\$150,025	\$143,725	\$150,400
Ryerson University	\$143,050	\$147,600	\$150,600	\$155,575
Carleton University	\$141,475	\$144,200	\$142,275	\$146,275
Lakehead University	\$137,700	\$142,675	\$137,500	\$142,500
Trent University	\$136,000	\$140,600	\$139,575	\$146,400
University of Ontario Institute of Technology	\$129,925	\$135,925	\$126,450	\$132,050
King's College	\$129,675	\$132,750	\$125,825	\$129,875
Nipissing University	\$125,300	\$129,300	\$123,175	\$128,200
<b>Ontario College of Art and Design</b>	<b>\$107,675</b>	<b>\$110,950</b>	<b>\$103,400</b>	<b>\$106,525</b>

<sup>7</sup> Tab 4: Statistics Canada. Table 37-10-0108-01 Number and salaries of full-time teaching staff at Canadian universities (<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=3710010801>)

8. At OCAD U, 90% of OCADFA’s Sessional Faculty members (235 of 261) fall under the Ses1 category of the Sessional Faculty wage scale, which is also the lowest pay rate per course in Ontario as set out in the following chart:<sup>8</sup>

<b>Institution</b>	<b>Rate</b>	<b>Pay per course (2019/2020)</b>
<b>University of Toronto – Excluding medical and dental</b>	Sessional 1	\$8,490
	w/ Long Service	\$8,702
	Sessional 2	\$8,739
	Sessional 3	\$8,947
<b>Queen’s University – Excluding medical and dental</b>	Base	\$8,088
	w/ max. experience	\$9,672
	w/ 100-199 enrolment	\$9,099
	w/ 200+ enrolment	\$9,605
<b>York University</b>	Stipend	\$8,995
<b>McMaster University – Excluding medical and dental</b>	Base	\$7,555
<b>University of Ottawa – Excluding medical and dental</b>	Stipend	\$8,417
<b>University of Waterloo</b>	Stipend	\$8,889
<b>Brock University</b>	Stipend	\$6,376
<b>University of Guelph</b>	Step 1	\$7,430
	Step 6	\$8,225
	Step 7	\$9,720
<b>University of Western Ontario – Excluding medical and dental</b>	Regular	\$7,994
	Standing appointment	\$8,408
<b>University of Windsor</b>	Stipend	\$8,655
<b>Laurentian University</b>	Base	\$7,497
	Establishment/ Seniority/Retirees	\$7,872
<b>Wilfred Laurier University</b>	Undergrad course base rate	\$8,181
	Grad course base rate	\$8,181
<b>Ryerson University</b>	Minimum	\$6,805
	Maximum	\$8,703
<b>Carleton University</b>	Stipend	\$7,379
<b>Lakehead University</b>	Level 1	\$7,536
	Level 2	\$7,748
	Level 3	\$8,173

<sup>8</sup> Tab 5: Canadian Association of University Teachers. Contract Academic Staff Stipends 2016-2021, April 2021

<b>Trent University</b>	Course Instructor	\$7,719
<b>University of Ontario Institute of Technology</b>	Standard Rate	\$7,584
	Premium Rate A	\$8,155
	Premium Rate B	\$8,671
<b>King's College</b>	Base	\$7,714
<b>Nipissing University</b>	Base	\$6,616
	w/ RFR	\$6,818
<b>Ontario College of Art and Design</b>	<b>Ses 1</b>	<b>\$6,223</b>
	<b>Ses 2</b>	<b>\$7,360</b>
	<b>Ses 3</b>	<b>\$8,296</b>

9. Based on the information above, absent Bill 124, the principle of replication would have justified OCADFA seeking well in excess of 1% increases to salary and total compensation.
10. In the context of Bill 124, OCADFA has pivoted its bargaining priorities to focus on job security for its members, which is a further area where the terms and conditions governing its members lag behind employees at other comparable bargaining units.

### **III. Managing the rise of precarious employment at OCADFA**

11. OCADFA seeks to address the rising use of precarious employment at OCAD University. The Administration's current hiring and rehiring practices have been arbitrary and inconsistent, with significant variation between faculties.
12. OCADFA's membership fall within six employment categories for faculty and four categories for academic staff.<sup>9</sup> Within the faculty, Sessional faculty are hired each academic year and have no job security. Teaching-Intensive Stream (TIS), Continuing and Contract Limited Term Assignments faculty are hired on term contracts, with no security beyond the expiry of such contracts. The faculty in those employment categories have no means to convert into probationary or tenured appointments, and no continuous relationship with the university.

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<sup>9</sup> A summary of the employment categories that the MOA defines is at Tab 6.

13. Academic Staff and Technicians<sup>10</sup> hired as contract appointments have no job security beyond their current contract. There are currently no mechanisms that prevent the administration from hiring such persons on a series of temporary termed contracts.
14. OCADFA is concerned that the University is continuing to hire a considerable proportion of its faculty and academic staff into precarious employment categories. In the current academic year, only 31.7% of faculty (137 of 432) were tenured. Of the remainder of the complement, 13 are Continuing faculty (3%), 21 are TIS faculty (5%) and 261 are hired on a sessional basis (60%).<sup>11</sup>
15. Managing and reducing the precarity of employment at OCAD U is in both parties' interests. Providing pathways to secure employment with a continuous relationship to the university incentivizes strong candidates to seek and retain positions at the university. Such measures will prevent current faculty and academic staff within the precarious employment categories from leaving the university to seek permanent positions at other institutions.
16. Reducing precarity is also fair, because it ends the constant state of instability in the lives of faculty and academic staff who have devoted years of their careers to the university.
17. As set out below, several of OCADFA's proposals seek revisions to the MOA that reduce precarity of employment at OCAD U. The proposals are designed to be reasonable, balanced, responsive to the Administration's concerns, and consistent with sector norms. The proposals seek to both limit the number of precarious employees that the university may appoint and provide such employees with a degree of job security.

#### **A. Right of reappointment for sessional members**

18. To recognize that many sessional faculty members have made a long-term commitment to the university, OCADFA proposes introducing a right of reappointment for sessional faculty who meet certain conditions.
19. Currently, sessional faculty who have taught five or more 0.5 credit courses "shall be automatically short listed" for a course they have previously taught (or one closely related). The Administration's implementation of this shortlisting has been opaque and inconsistent. It does

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<sup>10</sup> OCADFA represents "Academic Counsellors", though there are not currently any employees within that category

<sup>11</sup> These proportions are reflected in HR reports that the administration provided to OCADFA on a regular basis.

not provide adequate job security for sessional faculty. It should be replaced with a more transparent process whereby sessional faculty earn a right of reappointment for future sessional appointments.

20. OCADFA proposes that a sessional member be granted a right of reappointment for a course where they have taught the course four times in the previous 15. To ensure that only qualified candidates receive the right to reappointment, the right is granted conditionally on the administration conducting a teaching review that establishes that the candidates fully meet expectations for teaching and teaching-related responsibilities.
21. OCADFA's proposal provides that the 15-term period can be extended in certain circumstance to ensure sessional faculty members are not unfairly excluded from earning the right of reappointment. In particular, that period may be extended for the length of a leave within the *Employment Standards Act*, for up to 12 months for the sessional member to pursue a teaching development opportunity, or for a period not normally beyond 12 months where there are serious personal circumstances beyond the Sessional faculty's control, including illness, injury or care-giving responsibilities, that preclude them from accepting a teaching assignment.
22. The right to reappointment then allows the sessional member with the right to exercise it in relation to the particular course for which the right is conferred.
23. The ability of a sessional faculty member to exercise the right of reappointment is also limited in a manner that ensures that opportunities to teach on a sessional basis are not overly concentrated. A sessional member is only permitted to exercise the right over one section each term of a course for which they have earned the right.
24. The right of reappointment that OCADFA proposes will provide sessional faculty members with a more meaningful form of job security, while balancing the Administration's goal of ensuring that sessional teaching opportunities remain available for new instructors, including persons from equity seeking groups. It is a substantive, but incremental and conservative, improvement from the opaque "short list" process that is currently part of the MOA. It conforms to the principle of gradualism that is generally recognized in interest arbitration in Ontario.

25. OCADFA's proposal replicates what the faculty association would achieve through free collective bargaining. This is demonstrated when reviewing the degree of job security that other associations and unions have negotiated for their members in similarly situated educational institutions.
26. At the University of Toronto, CUPE local 3902 represents sessional lecturers. Those sessional lecturers enjoy job security tied to their rank as either sessional lecturer, sessional lecturer II or sessional lecturer III. Each department maintains a pool of candidates consisting of the sessional lecturers who have taught over the past two years (sessional lecturers) or three years (sessional lecturers II and III) or any person who has submitted a CV and application within the past 24 months.<sup>12</sup> Positions are then posted to those within the pool, who may apply.
27. The hiring of sessional lecturers from the pool for a specific course is based on rank. Sessional lecturer II and III are given preference.<sup>13</sup> Further, once an employee achieves the rank of sessional lecture II or III, the University commits to offer them the opportunity to between 0.5 and 2 Full Course Equivalents, depending on their rank.<sup>14</sup> Where the University cannot meet that commitment, the employee can either defer their opportunity to teach or receive a payment in lieu of the courses that should have been offered in addition to severance.<sup>15</sup>
28. At York University, CUPE local 3903 represents sessional faculty. Employees who teach at least 6 courses (i.e. an average of 2 courses per year) over the previous three year period obtain "Continuing Sessional Standing".<sup>16</sup> The administration at York then offers courses to the employee with that status who is the most "senior qualified" candidate.<sup>17</sup> If employees have taught an average of two courses over the previous five years, and are then offered only 2/3 of that average, the University pays them 1/4 of the difference between the courses they were offered and the average over the previous five years.<sup>18</sup>
29. The job security that sessional faculty at York University and the University of Toronto possess is far more robust than the "shortlist" currently provided at OCAD U. Those systems provide for

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<sup>12</sup> Tab 7, CUPE 3902 agreement, article 14.04.

<sup>13</sup> Tab 7, CUPE 3902, article 14.12

<sup>14</sup> Tab 7, CUPE 3902, articles 14. 18 & 14. 19.

<sup>15</sup> *Ibid.*

<sup>16</sup> Tab 8, CUPE 3903, article 12.01.

<sup>17</sup> *Ibid.*, ss. 12.01 (iv)

<sup>18</sup> *Ibid.*, ss. 12.01 – Continuing Sessional Standing Program Guarantee

preferential treatment within the appointment process and income security in cases where appointments are not eventually offered. In this round of bargaining, OCADFA seeks only a limited version of the former.

30. Job security for sessional instructors is also the norm at universities that are of a similar size to OCAD U. For example, the Wilfred Laurier University Faculty Association represents contract faculty at Wilfred Laurier University. Under their collective agreement, contract faculty accrue seniority points each time they teach a course or substantially similar course. The seniority points are held for 36 months following the member's last appointment.<sup>19</sup> Once a member has accumulated three seniority points, and has worked for the University for at least 24 months, they receive "seniority status".<sup>20</sup> The member must also successfully complete a teaching evaluation to achieve that status. The administration must then offer such courses to members with the most seniority points in the course.<sup>21</sup>
31. In addition to those examples, sessional faculty of other educational institutions in Canada have reappointment rights in relation to courses that they have previously taught. These include Algoma (part-time), Huron, Nipissing, Lakehead, and Laurentian. Tab 10 sets out collective agreements within the post-secondary education section that provide a right of first refusal for sessional and part-time faculty members.<sup>22</sup>
32. The administration has objected to OCADFA's proposal on the purported basis that conferring a right of first refusal would erode the quality of teaching, decrease its flexibility in planning its curriculum, cause sessional faculty to neglect to maintain currency in their discipline, and create a sessional pool that would ossify in a manner that would prevent the administration from meeting its diversity goals.
33. These concerns are not evidenced-based. Job security does not erode teaching quality. Repeatedly teaching similar subject areas allows faculty to refine their processes, assignments, and teaching.

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<sup>19</sup> Tab 9, WLUFA, article 13.7.1.1

<sup>20</sup> Tab 9, WLUFA, article 13.7.2.2. Further, if the employee earned all points in one term, they must also not have a break in service of 5 or more consecutive terms.

<sup>21</sup> Tab 9, WLUFA, article 13.7.2.1

<sup>22</sup> Tab 10

The proposal does not fetter the administration's discretion to design the curriculum and it includes measures to ensure satisfactory performance.

34. With regards to diversity, OCADFA disagrees that job security would impose a barrier to diversifying the faculty. OCADFA has supported and will continue to support targeted hiring at all levels to meet diversity goals. The Administration has expressed a need for the ability to override any form of job security within the sessional category to permit it to hire persons from equity seeking groups. It has not sought an override in respect to hiring in other employment categories. OCADFA is extremely concerned that such an approach will lead to the ghettoization of faculty and academic staff within equity seeking groups to the least secure and most precarious employment category at OCAD U. For that reason, OCADFA has made a robust proposal aimed at increasing equity, diversity and inclusion within its entire faculty, which is described later in this brief.
35. OCADFA submits that the following proposal should be awarded and incorporated into the memorandum of agreement.

### **Proposal: Right of Reappointment**

*Article 16.1: To be modified as follows*

#### **16.1 Sessional Appointment**

16.1.1 "Sessional" faculty are hired annually on a per-course basis, with commensurate Teaching & Teaching-Related Duties, but no requirements regarding Professional Practice/Research or Service.

#### 16.1.2 Sessional faculty:

16.1.2.1 Must hold the Rank of Instructor;

16.1.2.2 Have a maximum course assignment of 5 ~~Studio~~ half-credit courses ~~or 3 Liberal Arts & Sciences half-credit courses~~ per Academic Year, with exceptions requiring the approval of the Dean of Faculty; [see proposal concerning sessional workload, below]

16.1.2.3 Have no job security beyond the current contract, except for Sessional faculty who have been awarded the Right of Reappointment to one or more courses in accordance with Article 16.1.6 and 23.3.;

16.1.2.4 Are subject to Performance Review prior to any renewal of contract.

16.1.3 In each Academic Year, a maximum of 30% of the University's credit curriculum, as defined by the total number of courses offered, is

normally taught by Sessional faculty, except in 2007/08 when the maximum shall be 40% and 2008/09 when the maximum shall be 35%. The University shall present to the Joint Committee by November 1st of each Academic Year a report on the Sessional maximum. In the event that this ceiling is exceeded, the University shall, by April 1st of that Academic Year, present to the Joint Committee plans to restore the balance the following Academic Year. The sessionals hired as a result of course load reductions in the 2008/09 and 2009/10 academic years are not to be counted towards the hiring cap on sessionals. For both the 2013/14 and 2014/15 Academic Years, the University's obligations under this article are suspended.

16.1.4 Sessional faculty are intended to augment, rather than replace, Tenured faculty. While Sessional faculty teach the same or similar courses as Continuing and Tenured faculty, with accompanying expectations concerning Teaching and Teaching-Related Duties, there are no requirements regarding Professional Practice/Research or Service. This reduced scope of responsibilities is reflected in lower salary levels. ~~Because Sessional faculty are temporary employees with whom the University does not have a long-term employer/employee relationship, they are hired on the basis of fixed-term contracts, and receive additional pay in lieu of benefits. The 30% ceiling on Sessional Teaching is intended to ensure that Tenured faculty employment opportunities are not eroded. The maximum renewal period is intended to ensure the ongoing creation of employment opportunities for new Sessional faculty, and to ensure that, over time, increased expectations are not made of temporary employees.~~

16.1.5 Employment may be terminated through non-renewal of contract, resignation (with appropriate notice), retirement, dismissal for just cause, cancellation or termination of contract in accordance with Article 23.3.9, and/or layoff for reason of Financial Exigency or Curricular Necessity.

~~16.1.6 — Subject to the foregoing, once a person has taught five or more 0.5 courses on a sessional basis, he or she shall automatically be short-listed for consideration for any sessional course that the person taught when the course was last offered or for any sessional course that is closely related to a course he or she taught previously, whether or not the person is currently a sessional faculty member.~~

16.1.6 Sessional faculty may be awarded the Right of Reappointment to one or more course(s) as set out in this Article and may exercise that right as part of the Sessional hiring process in Article 23.3.1. Such Right of Reappointment shall not limit the University's Management Rights as outlined in article 7.1.1.3, 7.1.1.4 and 7.1.1.5.

16.1.6.1 Sessional faculty are eligible to apply for the Right of Reappointment for a course after having taught that course a minimum of four (4) times over a period of the past fifteen (15) terms. In Article

16.1.6.1, a “course” refers to a specific course or a renamed, renumbered or revised version of what is essentially the same course. If a Sessional faculty member teaches more than one section of the same course in a term, only one section in each term shall be counted toward the satisfaction of each of these requirements.

16.1.6.1.1 Upon written request by a Sessional faculty, the Dean or their designate may extend the fifteen (15) term period referred to in Article 16.1.6.1 by:

(a) the length of any leave set out in the *Employment Standards Act, 2000*;

(b) the length of any teaching development opportunity which does not exceed twelve (12) months; or

(c) the length of time during which serious personal circumstances beyond the Sessional faculty’s control, including illness, injury or care-giving responsibilities, preclude them from accepting a teaching assignment, which will not normally exceed twelve (12) months.

16.1.6.2 Once a Sessional faculty member has taught a course three (3) times, the Sessional Faculty Appointments Committee shall subject the Sessional faculty member to a teaching review during their next appointment to that course (the “Fourth Course Appointment”) or as soon as is practicable thereafter. The teaching review shall include any and all of the Sessional faculty member’s prior performance evaluations.

16.1.6.2.1 If the Sessional Faculty Appointments Committee does not or cannot conduct this teaching review during the applicant’s Fourth Course Appointment, or if the review is not complete by the application deadline, the applicant will be granted a Right of Reappointment on a conditional basis until the Sessional Faculty Appointments Committee has completed its review.

16.1.6.3 Applications for Right of Reappointment for the following Academic year are submitted by no later than October 1. The Dean of Faculty (or designate) will make every effort to notify candidates no later than March 31 of the results of their application for the Right of Reappointment. An application for the Right of Reappointment will identify the relevant course(s) for which the Right of Reappointment is being sought and will include course syllabi, an up-to-date curriculum vitae (CV), and the results of the teaching review, if completed, as conducted under 16.1.6.2. Applicants may include other material relevant to their Teaching & Teaching-Related Responsibilities and quality of teaching.

16.1.6.4 Applications for the Right of Reappointment are submitted to the relevant Associate Dean of Faculty, for review by the Sessional Faculty Appointments Committee, as defined in Article 23.3.3. The Right of

Reappointment shall be awarded to an applicant that demonstrates to the Sessional Faculty Appointments Committee that they fully meet expectations for Teaching & Teaching-Related Responsibilities in Article 20.2.1 with regard to the course(s) for which the Right of Reappointment is sought. Otherwise, the application will be unsuccessful and any conditional Right of Reappointment granted pursuant to Article 16.1.6.2 shall cease.

16.1.6.5 Sessional faculty who are unsuccessful in applying for the Right of Reappointment may re-apply for a Right of Reappointment after a minimum of two (2) consecutive Academic Employment Years since their last application.

*Article 23.3 will be modified as follows*

### 23.3 Hiring of Sessional Faculty

23.3.1 Current Sessional faculty who seek a teaching assignment for the following Academic Year must indicate their interest in writing to the relevant Associate Dean of Faculty no later than February 1. The Associate Dean of Faculty, in consultation with the Program Chair or designate, shall review such current Sessional faculty for reappointment and shall forward such recommendations to the Dean of Faculty for approval.

23.3.1.1 After having indicated their interest in reappointment in accordance with Article 23.3.1, a Sessional faculty member with the Right of Reappointment shall have the right to accept reappointment to the course(s), for which they have the Right of Reappointment, and will have seven (7) calendar days from the date they receive their offer of a reappointment contract to exercise that right.

23.3.1.2 Where there are multiple sections of a course in the same term, a Sessional faculty member with the Right of Reappointment may exercise this right for a maximum of one section of that course within the term.

23.3.1.3 Where the number of Sessional faculty members with a Right of Reappointment for the same course exceeds the number of sections of that course in a term, the Sessional faculty member(s) with a Right of Reappointment shall be selected in the order in which they were awarded their Right of Reappointment for the course. Where at least two such Sessional faculty members were awarded their respective Rights of Reappointment in the same academic year, they shall be selected in the order in which they first commenced employment as a Sessional faculty member at the University.

23.3.1.4 The University shall maintain a roster of Sessional faculty members, which shall include the following information:

23.3.1.4.1 a record of all courses taught by each Sessional faculty member; and

23.3.1.4.2 a record of the course(s) for which a Sessional faculty member has been awarded a Right of Reappointment, if any, and when each such Right of Reappointment was awarded and used.

23.3.1.4.3 a record of any performance evaluations.

23.3.1.5 A Sessional faculty member's Right of Reappointment shall be terminated only in the following circumstances:

23.3.1.5.1 the Sessional faculty member removes their name from the University's roster of sessional faculty;

23.3.1.5.2 the Sessional faculty member does not hold a Sessional faculty appointment for a period of twenty-four (24) consecutive months, excluding any time spent on an authorized leave;

23.3.1.5.3 the Sessional faculty member fails to exercise their Right of Reappointment for a period of twenty-four (24) consecutive months, excluding any time spent on an authorized leave; or

23.3.1.5.4 The Sessional faculty member declines to participate in a teaching review;

23.3.1.5.5 The Sessional faculty member receives an evaluation where they fail to fully meet expectations for the course in question with regard to Teaching & Teaching-Related Responsibilities.

23.3.2 The appointment process for new Sessional faculty is conducted by the Associate Dean of Faculty, or designate. A list of Sessional vacancies is posted on the University's website, with further external advertising conducted as appropriate.

23.3.3 Sessional appointments are determined by a "Sessional Faculty Appointments Committee", consisting of the following:

23.3.3.1 Associate Dean of Faculty, or designate (Chair, non-voting);

23.3.3.2 2 Tenured faculty selected in accordance with Article 22.1; and

23.3.3.3 1 additional internal or external faculty member may be added at the discretion of the Committee for diversity and/or specific expertise.

23.3.4 All applications received for Sessional faculty positions must be reviewed by the Sessional Faculty Appointment Committee. The Committee determines which applicants require interviews and the nature of such interviews.

23.3.5 The Chair checks professional references for new Sessional faculty appointments prior to hiring, and conveys the results to the Committee. Where relevant, the Committee reviews the applicants' previous Annual Reports and/or Performance Reviews.

23.3.6 The Committee makes a determination as to the most qualified candidate(s). Should there be any concerns with respect to the decision or process followed the Chair refers the matter back to the Committee for further discussion and deliberation.

23.3.7 The Committee's recommendation is forwarded by the Chair to the Dean of Faculty for approval.

23.3.8 Offers of employment to new Sessional faculty include the following information:

23.3.8.1 Home Faculty;

23.3.8.2 Courses to be taught; and  
23.3.8.3 Starting salary.

23.3.9 Sessional appointments are subject to cancellation due to enrolment and other operational reasons. In the event that a sessional appointment is cancelled less than one week prior to the scheduled first day of class, the instructor will receive a payment of one week's salary for fall/winter courses (pro-rated accordingly for summer) in order to compensate for preparation time.

23.3.10 In the event of a resignation, termination or approved leave less than three months prior to the scheduled start of class, the Associate Dean or designate may appoint a Sessional replacement for up to one academic year only.

## **B. Permanent Status for TIS**

36. The parties introduced the Teaching-Intensive Stream (“TIS”) faculty job category during the 2014 round of collective bargaining. TIS faculty are hired to fulfill primarily teaching and teaching-related duties (70%) and service (30%). They may allocate up to 10% of their service duties to professional practice/research duties, upon a request to their dean.
37. TIS faculty currently have no path to permanent employment with OCAD U. They have neither probationary nor tenured status. They are hired on fixed-term contracts for periods of three to five years, with the possibility of renewal.
38. The complement of TIS faculty has increased from 16 faculty members when it was introduced following the 2014 round of negotiations to 22 current faculty members. Eleven of the original group of 16 TIS faculty hired in 2015 eleven have been employed continuously since the introduction of the category. The administration is currently in the process of hiring an additional TIS faculty.
39. OCADFA proposes that the contract terms for TIS be reduced to a maximum of 3 years, but that the third renewal of any such appointment shall be ongoing and not subject to a fixed term. OCADFA believes that a TIS faculty member who has devoted up to 6 years of their career to the University should not have to work under the precarity that their career at the University will end abruptly if their contract is not renewed.
40. There is no principled basis for denying TIS faculty a path to permanent employment. The uniqueness of the job category stems from a greater emphasis on teaching within the faculty members’ range of responsibilities, and not on the security of the faculty member’s employment.
41. Providing TIS faculty with job security beyond the current contract replicates what other faculty associations have achieved through free collective bargaining. It is normative within the academic sector that such faculty gain permanent employment after some connection with the university.
42. The precariousness of TIS faculty at OCAD U is unique. Other universities have structured similar appointments in a manner that provides a preliminary or probationary appointment for a period of time (typically, approximately six years). At the end of that period, the faculty member is

subject to a review that, if passed, results in either a state of "continuing status" or "permanency". In some universities, employees in these categories can be granted a form of tenure.

43. To illustrate, at the University of Toronto, teaching stream faculty are initially hired on a contract with a term of up to 4 years. In the third year of the appointment, the faculty member is subject to a review. If successful, the appointment will be renewed for two further years, at the end of which the administration conducts a further review. If the faculty member succeeds, they are provided permanent continuing status and given the rank of "Associate Professor, Teaching Stream".<sup>23</sup>
44. Most other universities in Canada that have teaching stream faculty have a similar process by which faculty members in that category can achieve permanence. Tab 9 contains a chart setting out the systems in place at Carleton, Laurier, McMaster, UOIT, U of T, Trent, Waterloo, Western and York. All of those universities permit teaching stream (or its equivalent) to achieve permanence. The chart also describes universities outside of Ontario that provide permanent employment to faculty members in a teaching-intensive employment category.
45. OCAD U is an outlier in that TIS faculty are not provided some form of permanent employment. OCADFA's proposal is consistent with norms within the academic sector, and reflects a gradual strengthening of the job security offered to TIS faculty. Its proposal is modelled after the collective agreement for contract faculty at Huron University College. At Huron, the collective agreement provides contract faculty with a 3-3-No End model, in which the third contract appointment has no fixed term.<sup>24</sup>
46. The Administration suggests providing job security will limit its ability to assess performance. The current language of the MOA provides that a performance review will be conducted in advance of a renewal of each contract.

## **Proposal: Permanence for TIS faculty**

### **16.2 Teaching-Intensive Stream**

**16.2.1 "Teaching-Intensive Stream" faculty have neither Probationary nor Tenured status, but are hired on fixed-term contracts of three to five years (other than in**

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<sup>23</sup> Tab 11, University of Toronto, Policy and Procedures on Academic Appointments, section VII. Also see: <https://www.aapm.utoronto.ca/academic-administrative-procedures-manual/appointments/teaching-stream-appts/>

<sup>24</sup> See Tab 12, article 9.4

exceptional circumstances) to fulfill Teaching & Teaching-Related Duties and Service, but have no requirement for Professional Practice/Research

16.2.2 Teaching-Intensive Stream faculty:

16.2.2.1 Normally hold the Rank of Lecturer,

16.2.2.2 Are Partial-Load or Maximum-Load;

16.2.2.3 Have no job security beyond the contract period of up to 5 3 years (renewable)

16.2.2.3.1 Where a Teaching Stream Faculty member receives a third contract renewal, the third contract shall have no end date.

16.2.2.4 Are subject to Performance Review prior to any renewal of contract.

16.2.3 Employment may be terminated through non-renewal of contract, resignation (with appropriate notice), retirement, dismissal for just cause, or layoff for reason of Financial Exigency or Curricular Necessity.

### **C. Permanent Status for Continuing faculty**

47. Continuing faculty are “distinguished art and design practitioners who are able to fulfill the full range of responsibilities for Tenured faculty, but whose professional commitments limit their ability to meet the minimum Workload required of Tenured faculty.” (Article 16.4.2). Such faculty have limited workloads,<sup>25</sup> and the parties have agreed to limitations to the number of these appointments that can be made in order that hiring under this job category does not erode the faculty complement in other categories. (see articles 16.4.3 and 16.4.4).
48. The MOA recognizes that continuing faculty are intended to have “an ongoing relationship with the University through which they fulfill Teaching & Teaching-Related Duties, Professional Practice/Research and Service” (Article 16.4.1). Continuing faculty can hold any rank up to full Professor, unlike sessional and TIS faculty.<sup>26</sup> They have a form of recall rights provided in articles 41.5, 41.6, and 41.6.1.1. They are paid on the same salary scale as tenured and probationary members. The University has provided some continuing faculty with emeritus status.
49. Despite the parties’ intention for an “ongoing relationship”, the MOA provides that a continuing appointment has “neither Probationary nor Tenured status”.<sup>27</sup> Such appointments are not “continuing” or “ongoing” in any meaningful sense. The omission of a mechanism for such faculty to have some form of permanent status is inconsistent with the parties’ own stated intention about the purpose of this job category.
50. Several continuing faculty have worked for the university for lengthy periods of time, yet they have no job security beyond their current contract. Contract terms are limited to 5 years and may be renewed.<sup>28</sup>
51. The unfairness of precarity of employment within the continuing category was recently exposed when the Administration chose not to renew the contract of Eldon Garnet. Prof. Garnet was 73 years old and had worked for the University since 1976, providing over 44 years of dedicated service to the University. At the expiry of his most recent contract, however, the University elected to not renew his contract. OCADFA has filed a grievance alleging that the administration’s actions

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<sup>25</sup> All continuing faculty are partial load. See article 15.2.2 and 16.4.4.1

<sup>26</sup> See article 15.3.3

<sup>27</sup> Article 16.4.1.

<sup>28</sup> See articles 16.2.2.3 (TIS) and 16.4.4.3 (Continuing)

are arbitrary. The effect of the non-renewal, however, has sent ripples through the community, because Continuing faculty members are now faced with the reality that their employment can end on the whims of the administration's decision not to renew their contract.

52. Like the proposal concerning TIS faculty, above, there is no principled basis for denying continuing faculty with some form of permanent employment. The uniqueness of that category stems from its limited workload, which allows members to engage in more focused professional practice. For those reasons, OCADFA proposes that the contract terms for continuing appointments be reduced to a maximum of 3 years, but that the third renewal of any such appointment shall be ongoing and not subject to a fixed term. OCADFA believes that a continuing faculty member who has devoted up to 6 years of their career to the University should not have to work under the precarity that their career at the University will end abruptly if their contract is not renewed.
53. Providing continuing faculty with job security beyond the current contract replicates what other faculty associations have achieved through free collective bargaining. As set out in the evidence referred to under the previous heading, "continuing" at other University's typically involves a more permanent and ongoing employment status. OCADFA's proposal is consistent with norms within the academic sector, and reflects a gradual strengthening of the job security offered to employees within these categories.

### **Proposal: Permanence for Continuing faculty**

#### 16.4.4 Continuing faculty:

16.4.4.1 May hold the Rank of Lecturer, Assistant Professor, Associate Professor or Professor;

16.4.4.2 Are Partial-Load, with a partial Workload from one course up to and including 50% of Maximum-Load;

16.4.4.3 Are hired on contracts of up to ~~5~~ 3 years (renewable)

16.4.4.3.1 Where a Continuing faculty receives a third contract renewal, the third contract shall have no end date.

16.4.4.4 Are subject to the same ongoing Performance Reviews as Tenured faculty and, in particular, prior to any renewal of contract.

16.4.6 Employment may be terminated through non-renewal of contract, resignation (with appropriate notice), retirement, dismissal for just cause, or layoff for reason of Financial Exigency or Curricular Necessity.

#### **D. Requirement to post permanent technician positions following temporary assignments**

54. OCADFA has observed the administration misusing and abusing the contract technician category. Temporary contractual employees are only appropriate where the need for a specific position is uncertain. The Administration, however, uses temporary employees to fill ongoing roles that are deeply embedded in the university's core curricular mission.
55. The MOA currently permits the Administration to hire contract technicians on a contract term of a specified number of weeks for up to 35 hours per week. Contract technicians' employment is regularly characterised by a string of term appointments.
56. OCADFA proposes a requirement that after the expiry of the first contract for a technician position, the position must be posted as a probationary assignment. This is an obligation to post a position, rather than award a particular employee that position. This prevents the administration from gaining the benefits of a permanent role, while leaving employees filling that role in a constant state of precarity. To address the administration's need for flexibility in the use of contract appointments, OCADFA is content to permit contract appointments of up to four years.
57. To promote compliance, OCADFA requires that the Administration be prevented from posting a contract technician position for any role that it did not post as probationary after the expiry of the first contract technician's contract. This moratorium on hiring a subsequent contract technician would be the for the length of the initial contract.
58. Introducing mechanisms to ensure that permanent and continuing work is performed by employees in permanent and continuing positions replicates what would be achievable in free collective bargaining. Such mechanisms are included in collective agreements within the university sector, and in the broader public sector.
59. For example, the York University Staff Association collective agreement (unit 1) prohibits the university employer from filling a position for a period in excess of 12 months with a series of temporary employees.<sup>29</sup>

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<sup>29</sup> Tab 14, YUSA unit 1, see article 32.06 (a).

60. In the AMAPCEO collective agreement, the employer is permitted to forgo the posting requirements when a temporary assignment is less than 9 months. If, however, the employee continues to be in the position, “the assignment shall be posted and filled competitively within eighteen (18) months of the initial assignment, where the Employer determines that the work is continuing either on a temporary or permanent basis.”<sup>30</sup>

61. OCAD U has agreed with other bargaining agents to post permanent positions in situations where the work was initially filled with temporary employees. At article 13.12 of its agreement with OPSEU, local 576 (unit 1),<sup>31</sup> OCAD U has agreed to the following requirement to post a permanent position where work of a temporary employee has exceeded one year:

13.12: The Union and the University acknowledge that there are only three (3) categories of temporary employees...

(b) Temporary employees shall be hired on temporary assignment for a duration which shall not normally exceed one (1) year, with exceptions requiring approval by the Union... After the completion of one (1) year or an approved exception of any person(s) performing the work, the position shall become permanent and shall be posted in accordance with Article 13 of the Collective Agreement. It is further understood that, if such temporary assignment exceeds one (1) year and it is reinstated within three (3) months of the one (1) year term, it shall be considered a permanent position and shall be posted in accordance with Article 13...

62. OCADFA’s proposal is therefore normative within the sector as well as within OCAD U’s current bargaining relationships. OCADFA submits that it should be ordered to be incorporated into the memorandum of agreement.

## **Proposal: Requirement to post technician/counsellor positions following contract technician appointment**

### **29.1 Technician and Academic Counsellor - Contract Appointment**

29.1.1 “Contract” Technicians and “Contract” Academic Counsellors are hired on a fixed-term contract, based on a specified number of weeks, and specified hours per week up to and including 35.

29.1.2 Contract Technicians and Contract Academic Counsellors:

29.1.2.1 Have no job security beyond the current contract; and

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<sup>30</sup> Tab 15, AMAPCEO, 18.7.1 and 18.7.2.

<sup>31</sup> Tab 16, OCAD U and OPSEU collective agreement.

29.1.2.2 Are subject to Performance Review ~~prior to any renewal of contract~~

29.1.2.3 Shall not be provided a fixed-term contract with a term exceeding 4 years, unless extended pursuant to article 29.1.3. Are normally not renewable beyond 3 years.

29.1.3 In exceptional circumstances (i.e. when agreed to be of benefit to both the University and the academic staff member), and by mutual consent of the University and the academic staff member, a Contract appointment may be renewed for up to 1 additional year, subject to approval by OCADFA.

29.1.4 In each Academic Year, a maximum of 30% of technician and academic counsellor appointments shall be contract. Should this ceiling be exceeded in any Academic Year, the balance will be restored the following Academic Year.

29.1.5 Employment may be terminated through non-renewal of contract, resignation (with appropriate notice), retirement, dismissal as a result of Performance Review, dismissal for just cause, or layoff for reason of Financial Exigency or Curricular Necessity.

29.1.6 If the University continues to require the work performed by a Contract Technician or Contract Academic Counsellor's within a period equal to the length of their fixed-term contract from the expiry of their fixed-term contract, the University shall post the position as a probationary appointment.

## **E. Express proportion of course taught by tenured faculty**

63. OCADFA proposes that the administration commit to ensuring that tenured faculty teach at least 50% of the University's credit curriculum. This will ensure that tenured faculty will not be displaced by precarious appointments.
64. The current MOA sets ceilings on the proportions of persons employed in sessional appointments (i.e. may teach 30% of the University's credit curriculum)<sup>32</sup> and continuing appointments (a maximum of 15 maximum-load-equivalent positions may be appointed).<sup>33</sup> CLTA appointments are limited by the maximum term of the contracts (i.e. 6 years). Prior to the creation of the TIS category, these ceilings created a *de facto* floor on tenured appointment, ensuring that tenured faculty taught most courses.
65. If the agreement is modified to include the requirement that 50% of credit courses are taught by tenured faculty, OCADFA is amenable to removing the current limit on the use of continuing appointments.
66. With respect to all contractual employment categories except TIS, the MOA currently specifies that the category is intended to augment and not replace tenured faculty. This language should be extended to the TIS category to reflect the restoration of an intended floor on tenured appointments. OCADFA requires a commitment that tenured faculty teach at least 50% of the courses offered.
67. The current MOS references the ceiling applicable to each labour category within each definition. OCADFA's proposal centralizes these limits into a new article 15.4 for the sake of clarity.

### **Proposal: Express proportion of course taught by tenured faculty (F1, F2, F3, F4 & F5)**

~~15.3.2 All Teaching Intensive Stream faculty shall hold one of the following Ranks:~~

~~——— 15.3.2.1 Lecturer; or  
——— 15.3.2.2 Assistant Professor ———~~

15.3.3 CLTA, Continuing, Teaching Stream, Probationary and Tenured faculty shall hold one of the following Ranks:

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<sup>32</sup> Article 16.3

<sup>33</sup> Article 16.4.3

- 15.3.3.1 Lecturer;
- 15.3.3.2 Assistant Professor;
- 15.3.3.3 Associate Professor; or
- 15.3.3.4 Professor.

15.4 In each Academic Year, a maximum of 30% of the University's credit curriculum, as defined by the total credit value of courses offered, is normally taught by Sessional faculty. Further a minimum of 50% of the University's credit curriculum shall be taught by faculty holding tenured or tenure track appointment, the potential course load of faculty on sabbatical, leaves of absence, and/or administrative release or other temporary course load reductions shall be included in this calculation. Normally this ratio will be balanced across the Faculties.

~~16.1.3 In each Academic Year, a maximum of 30% of the University's credit curriculum, as defined by the total number of courses offered, is normally taught by Sessional faculty, except in 2007/08 when the maximum shall be 40% and 2008/09 when the maximum shall be 35%. The University shall present to the Joint Committee by November 1st of each Academic Year a report on the Sessional maximum. In the event that this ceiling is exceeded, the University shall, by April 1st of that Academic Year, present to the Joint Committee plans to restore the balance the following Academic Year. The sessionals hired as a result of course load reductions in the 2008/09 and 2009/10 academic years are not to be counted towards the hiring cap on sessionals. For both the 2013/14 and 2014/15 Academic Years, the University's obligations under this article are suspended.~~

~~16.1.4 Sessional faculty are intended to augment, rather than replace, Tenured faculty. While Sessional faculty teach the same or similar courses as Continuing and Tenured faculty, with accompanying expectations concerning Teaching and Teaching-Related Duties, there are no requirements regarding Professional Practice/Research or Service. This reduced scope of responsibilities is reflected in lower salary levels. Because Sessional faculty are temporary employees with whom the University does not have a long-term employer/employee relationship, they are hired on the basis of fixed-term contracts, and receive additional pay in lieu of benefits. The 30% ceiling on Sessional Teaching is intended to ensure that Tenured faculty employment opportunities are not eroded. The maximum renewal period is intended to ensure the ongoing creation of employment opportunities for new Sessional faculty, and to ensure that, over time, increased expectations are not made of temporary employees.~~

16.2.2 Teaching-Intensive Stream faculty:

16.2.2.1 May hold the Rank of Lecturer, Assistant Professor, Associate Professor or Professor;

16.2.4 Teaching Stream faculty are intended to augment, rather than replace, Tenured faculty. Teaching Stream faculty teach the same or similar courses as Tenured faculty, with accompanying expectations concerning Teaching and Teaching Related Duties, but must also meet specific requirements regarding Service and, where included in their

workload, Professional Practice/Research. This full range of responsibilities is reflected in the same salary levels as Tenured faculty. While not Tenured employees, Teaching Stream faculty do have a long-term employee/employer relationship with the University and therefore receive the same paid vacation and access to benefits, and pension, as Tenured faculty (all pro-rated for Partial-Load).

16.4.5 Continuing faculty are intended to augment, rather than replace, Tenured faculty. Continuing faculty teach the same or similar courses as Tenured faculty, with accompanying expectations concerning Teaching and Teaching Related Duties, but must also meet specific requirements regarding Professional Practice/Research and Service. This full range of responsibilities is reflected in the same salary levels as Tenured faculty. While not Tenured employees, Continuing faculty do have a long-term employee/employer relationship with the University and therefore receive the same paid vacation and access to benefits, pension, and Professional Development as Tenured faculty (all pro-rated for Partial-Load). ~~The 15 Maximum-Load-Equivalent ceiling on Continuing faculty is intended to ensure that the bulk of the University's curriculum is delivered by a core of Tenured faculty, who have made a strong professional commitment to the University as reflected in a Workload of 50% or more.~~

## **F. Consequences for Cancellation of TIS/CLTA-taught courses**

68. OCADFA and OCAD U disagree on the proper interpretation and application of the current collective agreement language concerning the consequences of a reduced or cancelled course load. That language currently provides that the affected faculty member receives six weeks of salary per course reduced.<sup>34</sup> It remains unclear whether the reduction applies to compensation that such faculty receive for service and research functions, or how it applies to courses that are less than the typical 17-week term.
69. OCADFA proposes clarifying the requirement of the university to compensate faculty with a reduced payment equal to 35% of the payment for the faculty member's teaching duties that would have otherwise been payable for teaching the course that has been cancelled.
70. OCADFA's proposal replicates what other similarly situated bargaining agents have achieved through free collective bargaining. For example, the collective agreement applicable to sessional lecturers at the University of Toronto provides that where courses are cancelled more than a month before the commencement date, the sessional instructor receives 25% of the wages that would have been paid. Those lecturers receive 40% if the course is cancelled less than a month before the commencement date and 75% of the wages payable if the course is cancelled after the first class.<sup>35</sup>
71. At York University, employees who have classes cancelled for low enrollment receive 1/8 of their salary for the course. If the class is cancelled for another reason, they receive 2/5 of the salary for the course. While these amounts are lower, the collective agreement expressly prohibits the administration from cancelling a course after classes have commenced, even for low enrollment.<sup>36</sup>
72. Unlike TIS and CTLA employees at OCAD U, the lecturers at York and U of T are only performing teaching duties. It is therefore only teaching which is compensated through the reduced payment.

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<sup>34</sup> See articles 23.5.10 (TIS) and 23.7.9 (CLTA)

<sup>35</sup> Tab 7, CUPE 3902, article 14.16.

<sup>36</sup> Tab 8, CUPE 3903, article 12.17 and 12.18.

73. OCADFA's proposal is therefore reasonable and reflective of sector norms.

74. OCAD U seeks to pro-rate the amount payable based on a 17-week term, and also reduce the payment TIS and CTLA faculty would receive for service and research, even though they continue to perform such work. For example, OCAD U's reduction in pay would mean that a TIS or CTLA faculty member who had agreed to sit on a certain committee, or attend a conference, would suffer a reduction in service or research compensation even though they are continuing to perform such work. Such a proposal is unfair. It should be rejected and OCADFA's proposal should be adopted into the memorandum of agreement.

**Proposal: Clarification of obligations upon course cancellation for TIS and CTLA faculty**

23.7.9 CLTA appointments are subject to reduction of payment in the event that course load is reduced or cancelled or cancellation due to enrolment. In the event that Teaching-Intensive Stream appointment is reduced or cancelled, the faculty member will receive a payment of six weeks' salary per course reduced. In such circumstances, the faculty member will receive a reduced payment equal to 35% of the payment that would have otherwise been payable for teaching the course that has been cancelled. There will be no reduction in payment for service or research practice. Efforts will be made to maintain CLTA contracts as offered.

23.5.10 Teaching-Intensive Stream appointments are subject to reduction of payment in the event that course load is reduced or cancelled or cancellation due to enrolment. In the event that Teaching-Intensive Stream appointment is reduced or cancelled, the faculty member will receive a payment of six weeks' salary per course reduced. In such circumstances, the faculty member will receive a reduced payment equal to 35% of the payment that would have otherwise been payable for teaching the course that has been cancelled. There will be no reduction in payment for service or research practice. Efforts will be made to maintain Teaching-Intensive Stream contracts as offered.

#### **IV. Improving fairness in the workplace**

##### **A. Increasing Equity, Diversity, and Inclusion within the faculty**

75. Throughout these negotiations, the parties have recognized that the faculty complement at OCAD U does not fairly reflect the diverse populations of OCAD U's students and the population of the City of Toronto. Both parties have a shared goal of increasing the proportion of faculty members from historically underrepresented groups.
76. In 2015, the president of OCAD U established the Presidential Task Force on the Under-Representation of Racialized and Indigenous Faculty and Staff. The taskforce's mandate was to make recommendations "to raise the percentage of racialized and Indigenous employees in all areas and at all levels of the University, and in doing so also seek to increase diversity in the curriculum."<sup>37</sup> Then OCADFA President, Charles Reeve, was part of the taskforce.
77. In April 2017, the taskforce issued its report and recommendations, which included a 14-point action plan. The action plan recommended several measures aimed at increasing diversity within OCAD U's faculty, including the following:
- a. Creating a special program pursuant to s. 14 of the *Human Rights Code* to give priority in hiring to "qualified racialized and Indigenous persons who self-identify as such in the application process."<sup>38</sup>
  - b. Establishing a "robust system for data collection and analysis of workforce and student population data" to allow for comparison between workforce representation and census and student population data.
  - c. Establishing a group of trained faculty and staff who will serve as employment equity representatives on all hiring committees, peer review committees (faculty), and performance review/job evaluation (admin) committees, and ensuring that those participating in employee recruitment and selection on behalf of OCAD U receive training with respect to

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<sup>37</sup> Tab 17, Presidential Task Force report, pp. 2

<sup>38</sup> Tab 17, Presidential Task Force report, pp. 10.

best practices in equitable hiring, university policy and the law as it relates to recruitment and selection.

- d. Recommending that all job postings, and the OCAD U web page, reflect institutional equity commitments and institutional Special Programs in hiring under section 14 of the *Code*.
- e. Ensuring shortlists for vacant positions are diverse.
- f. Creating formalized mentorship processes, while recognizing that mentoring be recognized as “service” in faculty workload because of “the disproportionate amount of mentoring called on from existing racialized and Indigenous faculty”. The report recognized that there “also needs to be less precarity to ensure stronger mentorship”.

78. The task force’s report recommended and encouraged “management and labour to work together to realize appropriate changes to collective agreements to realize these recommendations.” Despite this, OCAD U has not implemented several of the measures set out in the task force’s report in the three years since its publication.

79. OCADFA is committed to increasing the hiring of a more diverse faculty; to teach a more inclusive decolonized, and diverse curriculum; and to implement measures to support and retain such faculty.

80. OCADFA’s proposal includes a strengthened statement of principles that recognizes the parties’ joint goal of increasing the diversity of the university’s faculty. This will inform how other provisions within the collective agreement should be interpreted. The proposal further introduces requirements for data collection of demographic data to allow the parties to measure the effectiveness of their initiatives. It also requires the University to conduct exit interviews to learn why faculty from diverse backgrounds leave the university.

81. OCADFA’s proposal recognizes retaining faculty from diverse backgrounds requires increased mentorship supports, while also recognizing the concept of cultural taxation whereby faculty members from equity seeking groups carry a unique burden in both the measurement and assignment of workload.

82. The OCADFA equity proposal establishes an Employment and Educational Equity Task Force, which will develop a strategy for recruiting and retaining faculty from diverse backgrounds.
83. Further, OCADFA’s proposal makes substantive changes to the hiring processes applicable to all employment categories that aim to make those processes more accessible to persons from diverse backgrounds. This includes ensuring postings are advertised for reasonable period of time, make reference to OCAD U’s statement on equity and diversity, and explicitly encourage applicants who identify as members of equity seeking groups to indicate so on their application. Hiring committees are specifically directed to interview the most diverse possible candidate pool.
84. In the assessment of particular candidates, OCADFA’s proposal will require hiring committees to measure strength in all possible dimensions relevant to an academic appointment, including equity, diversity and inclusion. To do so, hiring committees are required to consider factors such as community practice and engagement, lived experience, and traditional knowledges.
85. Further, candidates from equity seeking groups are given priority over similarly qualified applicants.
86. OCADFA submits that these changes are necessary steps to increasing the diversity of the faculty at OCAD U. They are gradual changes to the collective agreement that are reflective of the recommendations and action plan arising from the report of the task force.
87. During the course of these negotiations and the subsequent mediation, the administration has argued that increasing job security with the precarious employment categories at OCAD U will decrease opportunities to hire a more diverse faculty.
88. OCADFA rejects the administration’s premise. The task force studied the barriers to hiring a more diverse faculty. Job security for senior faculty was not seen as such a barrier. To the contrary, the task force found a barrier to be the prevalence of precarious employment, noting that the university had a “[p]oor track record of treatment of racialized and Indigenous faculty, who are perceived as holding precarious positions.”<sup>39</sup>

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<sup>39</sup> Tab 17, Presidential task force report, pp. 7.

89. Further, in relation to the administration's projections on the number of sessional appointments available for persons from equity seeking groups if the parties were to implement OCADFA's security proposals, OCADFA has demonstrated that such proposals will not create a barrier to hiring more diverse faculty. A response to the administration's projections is set out at tab 18.
90. The administration's proposals surrounding equity and diversity have focused on creating priorities for hiring only within precarious, insecure forms of employment. OCADFA is extremely concerned that providing preferential hiring only within precarious employment categories will ghettoize faculty from diverse backgrounds into these employment categories. It will undermine OCAD U's ability to retain a diverse faculty complement. More concerning, funnelling candidates from diverse backgrounds into only the most insecure forms of employment will magnify the oppression that such faculty experience within academia.
91. OCADFA acknowledges that it has successfully worked with the administration to implement targeted hiring of BIPOC candidates into its tenure-stream complement. This has, however, been implemented on an *ad hoc* basis. The measures that the parties have implemented in those targeted hires need to be introduced into the formal hiring processes set out in the Memorandum of Agreement to make the university a more accessible, equitable, and diverse workplace.
92. The administration has put forward a false dichotomy that pits measures to increase the diversity of its faculty against measures to strengthen job security. That dichotomy is not only unsupported by evidence, it fails to recognise that faculty from diverse backgrounds will eventually benefit from a decrease in the precarity of their appointments. Implementing measures to recruit faculty from traditionally equity-seeking groups, combined with measures to increase their job security, will only work to ensure faculty from such groups are retained.

### **Proposal: Increase the hiring and retention of a more diverse faculty**

Amend Article 1.1.1 as follows:

1.1.1.5(new) The parties are committed to ensuring that OCAD University is a site of cultural safety. For this purpose, "cultural safety" is defined as the process of making spaces, services and organizations safer and more equitable for Indigenous people by having universities examine themselves and the potential impact of their own biases, attitudes, assumptions, stereotypes, structures, and characteristics on interactions and curriculum delivery. This process is critical to reach our shared goals of decolonisation.

1.1.2 The Parties are committed to hiring and retaining diverse faculty and academic staff whose professional qualifications and ongoing endeavours enable OCAD U to fulfill its educational mandate consistent with the provisions of the Ontario College of Art & Design Act.

1.1.5 (new) The parties agree that OCAD University is institutionally committed to equity and to fostering diverse cultures and points of view in our community. The parties further agree that an active strategy to achieve representational diversity among OCAD U faculty is necessary and desirable. The parties believe that a targeted and concrete set of actions that are collaborative and guided by the principles of collegial governance can achieve our commonly held goals within 5 years.

### **Collection of Demographic Information**

3.6(new) The Employer and OCADFA will collaborate to capture recruitment, hiring, promotion and retention data, and have the functionality to compare workforce representation to census data, as well as student representation, by faculty, program and/or department, and type of appointment. The Equity Committee may request additional information be collected that they deem necessary in the pursuit of their mandate.

### **Strategies for the Retention of Faculty from Equity Seeking Groups**

3.7 (new) To build a complete understanding of attrition among equity seeking groups, the employer will request exit interviews of any faculty or staff member who identifies as being part of an equity-seeking group. Human Resources shall conduct these interviews and the member may have an OCADFA representative present. The results of such interviews will be shared with the Equity Committee.

20.1.1 The primary responsibility of faculty is the pursuit, production and transfer of knowledge and understanding through an appropriate combination of Teaching & Teaching-Related Responsibilities, Professional Practice/Research, and Service. The workload of the faculty member at the University involves a synergized output and balanced contributions within the following three areas of engagement as assigned by the Dean of Faculty or designate in consultation with faculty and in consideration of individual faculty expertise and University needs. During this process the Dean of faculty shall consider cultural taxation, the unique burden carried by faculty members from equity seeking groups, in both the measurement and assignment of workload.

23.13.2.(new) The employer will coordinate and implement culturally-relevant support and mentorship to faculty, including sessional faculty, on an on-going basis.

### **Developing, Implementing and Assessing Employment and Educational Equity Mechanisms**

9.1.1 The Parties are committed to addressing issues of Employment and Educational Equity, in order to eradicate barriers that prevent women, visible minorities, aboriginal peoples, and racialized and Indigenous peoples, people with disabilities, and other

equity seeking and under-represented groups including LGBTTTQQI2SA, from participating fully as students or employees. The Employer will work with OCADFA to implement an equity hiring strategy as recommended by the Employment and Educational Equity Task Force.

9.1.2 The Parties agree that an Employment and Educational Equity Task Force shall be established within two (2) meetings of the EEEEC following the ratification of the 2021 Memorandum of Agreement.

9.1.3 The Task Force shall include at least two faculty members who are currently members of the EEEEC, one of whom shall be OCADFA's EEEEC representative.

9.1.4 (new)The Task Force shall collect information and develop an active strategy to recruit and encourage a diversity of applicants to all postings and to recruit and retain faculty that identify as members of an equity-seeking group.

9.1.4.1. The Task Force shall use data from the university as collected under 3.5, as well as relevant data from other sources including but not limited to: the Statistics Canada University and College Academic Staff System data set and demographic data from the City of Toronto, to inform a targeted, program-specific equity goals.

9.1.4.2. The Task Force shall develop a 5-year plan to achieve a more diverse faculty complement. This will include assessing the need for training of staff in order to advance anti-racism, equity and diversity at OCAD.

9.1.4.2. The Task Force shall provide recommendations to the Employer and OCADFA to advance the plan.

9.1.4.3. The Task Force shall receive ongoing reporting at least once per academic year from the Employer regarding the implementation of the Task Force's recommendations.

9.1.4.4. The Task Force shall review and preserve information collected pursuant to article 3.7.

9.1.4.5. The Task Force shall issue an Annual "Report Card" to the Senate, OCADFA, ODESI, the OCAD U Students' Union, and the Board of Governors. This Annual Report Card shall detail successes and blockages in each Faculties' progress, as well as an overall assessment of the institutional progress toward the goal of achieving a more diverse faculty complement within 5 years of the date of the ratification of this MoA.

9.1.5 The Employer is committed to providing sufficient administrative and financial resources (including training of hiring committee members in best practices in equitable hiring, and in preventing and addressing individual, institutional and systemic racism) in order to support the recruitment and retention of faculty and staff from equity seeking group. This includes consideration of the recommendations of the 2017 presidential task on the Under-Representation of Racialized and Indigenous Faculty and Staff.

## **Hiring Processes**

### **Sessional Hiring Process:**

23.3.2 The appointment process for new Sessional faculty is conducted by the Associate Dean of Faculty, or designate. A list of Sessional vacancies is posted on the University's website, with further external advertising for at least 3 weeks. In cases where such advertising cannot be conducted within that timeframe, the failure to advertise and the rational for this failure will be reported to the Equity Task Force. Such advertisements shall encourage applicants who identify as members of equity seeking groups to indicate so on their application and shall include OCADU's statement on equity and diversity.

23.3.4 All applications received for Sessional faculty positions must be reviewed by the Sessional Faculty Appointment Committee. The Committee determines which applicants require interviews and the nature of such interviews. The Sessional Hiring Committee shall seek to interview the most diverse possible candidate pool.

23.3.6 The Committee makes a determination as to the most qualified candidate(s). Should there be any concerns with respect to the decision or process followed the Chair refers the matter back to the Committee for further discussion and deliberation. When considering applications to sessional positions, the hiring committee shall consider an inclusive range of qualifications, where strength is measured in all possible dimensions relevant to an academic appointment, including equity, diversity and inclusion, in addition to those specific to the assignment. This shall include an assessment of:

23.3.6.1 academic qualifications;

23.3.6.2 academic teaching experience;

23.3.6.3 community practice and engagement;

23.3.6.4 lived experience;

23.3.6.5 teaching practice and experience outside of academic institutions; and

23.3.6.6 traditional knowledges.

23.3.7(new) In the event that two similarly qualified applicants apply for the same position the committee shall prioritize the applicant who has identified themselves as a member of an equity-seeking group.

### **Teaching Intensive Stream Hiring process**

23.5.7 The Committee makes a determination as to the most qualified candidate(s). Should there be any concerns with respect to the decision or process followed, the Chair refers the matter back to the Committee for further discussion and deliberation. When considering applications to Teaching Intensive Stream positions, the hiring committee shall consider an inclusive range of qualifications, where strength is measured in all possible dimensions relevant to an academic appointment, including equity, diversity and inclusion, in addition to those specific to the assignment. This shall include an assessment of:

23.5.7.1. academic qualifications;

23.5.7.2 academic teaching experience;  
23.5.7.3. community practice and research;  
23.5.7.4. lived experience;  
23.5.7.5 teaching practice and experience outside of academic institutions; and  
23.5.7.6 traditional knowledges.  
23.5.8(new) In the event that two similarly qualified applicants apply for the same position the committee shall prioritize the applicant who has identified themselves as a member of an equity-seeking group.

### **CLTA hiring process**

23.7.6 The Committee makes a determination as to the most qualified candidate(s). Should there be any concerns with respect to the decision or process followed, the Chair refers the matter back to the Committee for further discussion and deliberation. When considering applications to CLTA positions, the hiring committee shall consider an inclusive range of qualifications, where strength is measured in all possible dimensions relevant to an academic appointment, including equity, diversity and inclusion, in addition to those specific to the assignment. This shall include an assessment of:

23.7.6.1. academic qualifications;  
23.7.6.2 academic teaching experience;  
23.7.6.3. community practice and research;  
23.7.6.4. lived experience;  
23.7.6.5 teaching practice and experience outside of academic institutions; and  
23.7.6.6 traditional knowledges.  
23.7.7. (new) In the event that two similarly qualified applicants apply for the same position the committee shall prioritize the applicant who has identified themselves as a member of an equity-seeking group.

### **Continuing hiring process**

23.9.7 Should there be any concerns with respect to the decision or process followed the Chair refers the matter back to the Committee for further discussion and deliberation. When considering applications to Continuing positions, the hiring committee shall consider an inclusive range of qualifications, where strength is measured in all possible dimensions relevant to an academic appointment, including equity, diversity and inclusion, in addition to those specific to the assignment. This shall include an assessment of:

23.9.7.1. academic qualifications;  
23.9.7.2 academic teaching experience;

23.9.7.3. community practice and research;

23.9.7.4. lived experience;

23.9.7.5 teaching practice and experience outside of academic institutions; and

23.9.7.6 traditional knowledges.

23.9.8(new) In the event that two similarly qualified applicants apply for the same position the committee shall prioritize the applicant who has identified themselves as a member of an equity-seeking group.

### **Tenure hiring process**

23.11.5 The Committee shortlists applicants, conducts interviews, and makes a determination as to the most qualified candidate(s), in accordance with criteria contained in the position description and following principles of diversity, equity and inclusion. In addition to interviews, the selection process may include meetings with faculty and students, public lectures and guest critiques.

23.11.6(new) In the event that two similarly qualified applicants apply for the same position the committee shall prioritize the applicant who has identified themselves as a member of an equity-seeking group

### **Contract academic staff hiring process**

34.3.6 The Committee makes a determination as to the most qualified candidate(s). Should there be any concerns with respect to the decision or process followed the Chair refers the matter back to the Committee for further discussion and deliberation. When considering applications to contract academic staff positions, the hiring committee shall consider an inclusive range of qualifications, where strength is measured in all possible dimensions relevant to an academic appointment, including equity, diversity and inclusion, in addition to those specific to the assignment. This shall include an assessment of:

34.3.6.1. academic qualifications;

34.3.6.2 technical skill and experience;

34.3.6.3. community practice and engagement;

34.3.6.4. lived experience;

34.3.6.5 teaching practice and experience outside of academic institutions; and

34.3.6.6 traditional knowledges.

34.3.7.(new) In the event that two similarly qualified applicants apply for the same position the committee shall prioritize the applicant who has identified themselves as a member of an equity-seeking group.

### **Permanent academic staff hiring process**

34.7.5 The Search Committee shortlists applicants, conducts interviews, and makes a determination as to the most qualified candidates(s) in accordance with criteria contained in the position description. When considering applications to academic staff positions, the hiring committee shall consider an inclusive range of qualifications, where strength is measured in all possible dimensions relevant to an academic appointment,

including equity, diversity and inclusion, in addition to those specific to the assignment.  
This shall include an assessment of:

34.7.5.1. academic qualifications;

34.7.5.2 technical skill and experience;

34.7.5.3. community practice and engagement;

34.7.5.4. lived experience;

34.7.5.5 teaching practice and experience outside of academic institutions; and

34.7.5.6 traditional knowledges.

34.7.6.(new) In the event that two similarly qualified applicants apply for the same position the committee shall prioritize the applicant who has identified themselves as a member of an equity-seeking group.

## **B. Over-formalization of internal appeal processes**

93. Several decisions at the university are made by committees comprised of faculty members and representatives of the administration. The MOA provides mechanisms to appeal such decisions internally to the Vice President, Academic. These appeals are typically exhausted before a dispute is the subject of a grievance and subsequently referred to a rights arbitrator.
94. The Administration proposes revisions to the provisions concerning appeals of sabbaticals<sup>40</sup> and peer review<sup>41</sup> decisions that would require a faculty member to provide a letter that “must” indicate specified grounds of appeal, namely:
- 21.10.1.2 The decision is unreasonable in the light of the evidence which was available or should have been available
  - 21.10.1.2 A significant irregularity or unfairness has occurred in the procedure or the inclusion of inappropriate documentation that affected the decision;
  - 21.10.1.3 There has been Bias or motive on the part of a committee member;
  - 21.10.1.4 There has been Bias or motive on the part of any person whose opinion may have materially influenced the decision.
95. The Administration proposes that the Vice-President, Academic will investigate only whether the Committee’s decision was made contrary to one of the above-mentioned grounds, and then decide to either reject the appeal or instruct the committee to reconsider its decision.
96. In respect to peer review decisions, these grounds reflect the grounds upon which the faculty member may rely if the matter were referred to arbitration. Grievances concerning sabbatical decisions, however, are not limited to these grounds.
97. There is no practical benefit for requiring faculty to provide a “letter” that sets out the grounds applicable at arbitration. To OCADFA’S knowledge, the Administration’s proposal to require a form of pleading in such an early stage of the appeal procedures is not replicated in other faculty collective agreement in Ontario. The Administration’s proposed changes would unduly formalize the internal appeals processes. It would narrow the grounds that a faculty may have for appealing a committee decision, and unduly fetter the Vice President, Academic’s ability to correct an

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<sup>40</sup> Article 21.10.

<sup>41</sup> Article 24.5.

improper committee decision. The specification grounds would also potentially limit the basis for a sabbatical grievance in a manner that is not reflected in any other collective agreement in the sector, to OCADFA's knowledge. Form would win over substance.

### **C. Student Evaluations of Sessional Faculty (U17)**

98. The Administration proposed removing student evaluations from the material it assesses prior to reappointing a sessional faculty member, to ensure adherence to standards and expectations. While OCAD U has indicated that it is no longer pursuing that proposal, OCADFA itself supports the proposal and is agreeable to necessary amendments to the collective agreement, as follows (the language below reflects the administration's previous proposal). Decreased reliance on student evaluations is consistent with the decision in *Ryerson University*<sup>42</sup> which recognized that reliance on such evaluations can be subject to bias and provide unreliable information about teaching effectiveness.

#### **Proposal: Removal of student evaluations from assessments of Sessional faculty**

##### **24.2.2 Sessional faculty:**

For Sessional faculty, classroom visits may be conducted. Prior to reappointment of Sessional appointments, ~~student evaluations~~, course outlines, any other teaching materials, and any classroom visits conducted will be assessed to ensure adherence to standards and expectations with regard to Teaching & Teaching-Related Responsibilities.

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<sup>42</sup> Tab 19, *Ryerson University v Ryerson Faculty Association*, 2018 CanLII 58446 (ON LA).

## V. Managing faculty workload

### A. TIS faculty workload

99. The MOA historically provided that a full course load for faculty teaching in Liberal Arts and Sciences required teaching fewer courses than faculty teaching studio courses. The parties have since recognised that the distinction between Studio and Liberal Arts and Sciences course loads is no longer justified.

100. Article 26.1.1 has provided for the gradual elimination of the distinction between Liberal Arts and Sciences and Studio course loads over the previous five years. The following table sets out the process by which the course loads between Liberal Arts and Sciences and Studio faculty have been harmonized since 2015. The course loads are described in “studio contact hours” which are 1.5 contact hours per course:

Year	Regular Faculty (LAS)	Regular Faculty (Studio)	TIS (LAS)	TIS (Studio)	MOA article
2008	9	13.5	--	--	26.1.1.1
2009	7.5	12	--	--	26.1.1.1
2015	7.5	10.5	9	15	26.1.1.2
2017	7.5	10.5	9	13.5	26.1.1.3
2018	7.5	9	9	12	26.1.1.4
2019	7.5	7.5	9	10.5	26.1.1.5

101. The table shows that the delta between the number of student contacts hours in all categories has narrowed since 2008. In respect to non-TIS faculty, the MOA no longer creates any distinction between Liberal Arts and Sciences courses and Studio courses.

102. The parties have recognized that there is no longer a workload difference between teaching Liberal Arts and Sciences courses versus Studio courses. OCADFA submits that this trend should continue to eliminate this distinction within the TIS faculty so that such faculty are being paid equally for equal work (as is recognized in respect to regular faculty). OCADFA proposes eliminating the discrepancy and defining “Course load” to be 9 student contact hours (i.e. 6 courses) within any faculty, because the parties appear to now agree that the workload associated with teaching each type of course is equal.

103. The Administration also proposes harmonising the course load between Liberal Arts and Sciences and Studio courses but proposes increasing the course load to 10.5 student contact hours (i.e. 7 courses). This is unacceptable because it would be a significant increase in workload for Liberal Arts and Sciences TIS faculty with no corresponding increase in pay.

### **Proposal: TIS faculty workload**

26.1.1 ~~Effective June 30, 2019, Effective June 30th 2020~~ the “Course load” (averaged over the academic year) required of Maximum Load Faculty per term is normally 7.5 student contact hours per week, ~~(10.5 student contact hours per week for Teaching-Intensive Stream Studio appointments and/or~~ 9 student contact hours per week for Teaching-Intensive Stream ~~Liberal Arts & Sciences appointments~~). It is understood that sessional appointments arising from the implementation of this article shall not be considered in a calculation made under article 16.1.4 (sessional maximum) ~~until June 30<sup>th</sup> 2021~~.

## **B. Faculty-specific maximum course load for Sessional faculty**

104. The distinction between Studio courses and Liberal Arts and Sciences courses is also reflected in article 16.1.2.2, which provides that the maximum course load for a sessional faculty member may be 5 Studio half credit courses or 3 Liberal Arts & Sciences half-credit courses per Academic Year.
105. The administration proposes eliminating the faculty-based discrepancy, and imposing a maximum of 3 half-credit courses per Academic Year, irrespective of faculty.
106. OCADFA is agreeable to eliminating the faculty-based discrepancy, provided the Administration is agreeable to a maximum of 5 half-credit courses per Academic Year. The administration is under no obligation to assign sessional members the maximum course load. There imposition of a cap of 3 half-credit courses per Academic Year is no justified and may lead to some sessional faculty members experiencing a reduction in their actual income, because they will be assigned fewer courses.

### **Proposal: Sessional Faculty Workload Limits**

#### 16.1.2 Sessional faculty:

...

16.1.2.2 Have a maximum course assignment of 5 Studio half-credit courses or 3 Liberal Arts & Sciences half-credit courses per Academic Year, with exceptions requiring the approval of the Dean of Faculty;

## **VI. Monetary improvements**

### **A. Compensation increase including ATB**

107. Compensation rates at OCAD U are amongst the lowest in the country.<sup>43</sup> In absence of the restriction imposed by Bill 124, sectoral norms justify an increase in salary and professional development funds of at least 2.27% for each of the three years of the proposed MOA. This percentage is inflationary for the 2016-2020 period, the term of the last agreement. OCADFA cannot propose less, because doing so would further perpetuate the lower wages that OCAD U pays its faculty and academic staff in comparison to other universities.

108. OCADFA recognizes that Bill 124 restrains the parties' ability to freely negotiate a fair across the board increases. For that reason, it seeks a 1% salary and compensation increases, subject to remaining seized in the event the courts declare Bill 124 unconstitutional or otherwise unlawful, or should Bill 124 be otherwise repealed.

#### **Proposal: Compensation increase including ATB.**

ATB applied to all to all scales & rates, including professional development funds of 1% per year for three (3) years.

Note: Appendix C & D, any pay rates which are not reflected in these appendices are to be disclosed and reviewed for inclusion or exclusion, except where previously agreed.

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<sup>43</sup> See tabs 4 and 5 and the tables, above.

**B. Additional 1% of total compensation**

109. Section 11 (1) of Bill 124 limits “incremental increases to existing compensation entitlements or for new compensation entitlements” to no more than one per cent on average for all employees covered by the collective agreement for each 12-month period of the moderation period. In light of this limitation, OCADFA withdraws several of the monetary proposals that it had raised in negotiations and at mediation, without prejudice to re-tabling such proposals if Bill 124 is found to be unlawful or is repealed. A summary of those proposals is at tab 21.

110. The Administration has provided a costing tool (spreadsheet) that shows that its 2019-2020 compensation costs for salaries only is as follows:

<b>Employment Category</b>	<b>Total salaries</b>
Tenured, tenure-track, continuing, CLTA, and Teaching-Intensive Stream	\$18,676,817.00
Sessional	\$5,146,668.00
Permanent Technicians, probationary technicians, permanent IT technicians, permanent academic counsellors, and contract technicians	\$1,547,325
Teaching Assistants	\$683,406.99
<b>TOTAL:</b>	<b>\$26,054,216.99</b>

111. The administration has advised total compensation (i.e. the cost of non-salary compensation entitlements) equal an additional 17% for non-sessional employees, and 11% for sessional employees, which is calculated as follows:

<b>Employment Category</b>	<b>Non-salary compensation</b>
Tenured, tenure-track, continuing, CLTA, and Teaching-Intensive Stream	\$3,175,058.89 (17% of \$5,146,668)
Sessional	\$566,133.48

	(11% of \$5,146,668)
<b>Permanent Technicians, probationary technicians, permanent IT technicians, permanent academic counsellors, and contract technicians</b>	\$263,045.25 (17% of \$1,547,325)
<b>Teaching Assistants</b>	\$75,174.77 (11% of \$683,406)
<b>TOTAL:</b>	<b>\$4,079,412.39</b>

112. These calculations provide a further \$40,794.12 by which compensation entitlements may be increased in each year of the agreement. OCADFA proposes introducing the following new compensation entitlements that remain within such costs, subject to remaining seized in the event Bill 124 is overturned or repealed.

113. The following proposals, which are described in greater detail below, are sector normative and important to OCADFA's membership and executive. These proposals are low-cost changes which will have significant benefit to OCADFA's members.

	<b>2020/21</b>	<b>2021/22</b>	<b>2022/23</b>
<i>Extraordinary expenses reimbursement</i>	\$40,794.12	-	-
<i>Union duty leave</i>	-	\$58,952.00	\$58,952.00
<i>Professional development enhancement</i>	-	\$19,900.00	\$19,900.00
<i>Sabbatical improvement</i>	-	-	\$40,432.16
<i>Total</i>	\$40,794.12	\$78,852.00	\$119,284.16
<i>Available funds within the 124 moderation</i>	\$40,794.12	\$81,588.25	\$122,382.37

1. *Immediate reimbursement for extraordinary expenses*

114. OCADFA proposes that 1% of non-salary compensation in the first year of this agreement (i.e. 2020-2021) be dispersed through a special fund to reimburse our members who have had substantial expenses due to the shift to remote delivery.

115. This fund will cover material or capital expenses not covered by the T2200, such as the cost of home office equipment, and cost related to the video production of lectures and studio instruction in the remote context.
116. OCADFA request that the parties be directed to negotiating a process for disbursing these funds, with the arbitrator remaining seized if the parties are unable to reach such an agreement. The total available is \$40,794.12.

## 2. *Improvements to Sabbatical funding*

117. OCADFA and the Administration agree that sabbaticals are a critical element of university research programs. Both parties recognize that there is fierce competition for a limited sabbatical pool, which leads to dissatisfaction among the meritorious but unsuccessful applicants. OCADFA proposes to increase the value of the sabbatical pool.
118. OCADFA proposes adding four additional sabbaticals effective in the last year of the proposed MOA (2023). It calculates the total cost of the additional sabbaticals to be a total of \$40,432.16. OCADFA's calculations assume that the monetary cost each sabbatical is \$10,108.04. This amount represents the cost of hiring sessional faculty to cover a full course load (5 courses) at the Ses1 rate of pay ( $5 \times \$6,316 = \$31,580$ ), less %20 of the average salary of a tenured faculty member (\$21,471.96). As set out in the MOA, the tenured faculty on sabbatical is paid %80 of their regular earnings, significantly reducing the overall cost to the university of the sabbatical.

### **Proposal: Improvements to sabbatical funding**

21.6.1 Sabbatical salaries consist of 80 percent of the faculty's base salary. Such calculation shall include salary from teaching, course release, and administrative stipends. Until July 1<sup>st</sup>, 2023, Sabbaticals may be granted each Academic Year by the Professional Development Committee in accordance with the criteria outlined in Article 21.8.2, with total sabbatical salaries not to exceed in any Academic Year a maximum amount calculated as follows: C2 salary x 80% x 7 Maximum-Load faculty (or the equivalent number of Partial-Load). Unused Sabbatical funds, if any, shall be carried forward to the following Academic Year, to a maximum of \$50,000

From July 1<sup>st</sup> 2023, Sabbaticals may be granted each Academic Year by the Professional Development Committee in accordance with the criteria outlined in Article 21.8.2, with total sabbatical salaries not to exceed in any Academic Year a maximum amount calculated as follows: C2 salary x 80% x 11 Maximum-Load faculty (or the equivalent number of Partial-Load). Unused Sabbatical funds, if any, shall be carried

forward to the following Academic Year, to a maximum of \$50,000. Eight percent (%8) of the sabbatical fund.

3. *Release for OCADFA Duties*

119. There is currently no clearly defined mechanism to enable employees, including the COADFA executive, to perform the substantial and sustained duties for OCADFA. While the administration has been supportive of member's union involvement (and recognizes a portion of these contributions as service duties for faculty) the workload involved performing OCADFA duties causes an imbalance in the employees' distribution of effort.

120. The Administration currently allows the union to purchase course release time. The cost of such releases does not reflect the actual cost because the administration requires OCADFA to pay a portion of the salary of the employee performing OCADFA duties (e.g. 20% of the tenured faculty member salary), rather than the cost of replacement labour which is typically done at a sessional lesser rate. Further, such arrangements have prevented non-tenured faculty from performing OCADFA duties. OCADFA propose to formalize a union duty leave.

121. OCADFA costs this proposal at \$58,952, which is the equivalent of eight sessional courses at the Ses2 rate. OCADFA seeks that this proposal comes into effect in the second year of the agreement (2021).

122. Union release is normative within the university sector. Tab 20 is a chart with excerpts from other collective agreements within the sector that provide compensation and release time for employees performing union duties.

**Proposal: Compensation for Union duties**

3.3 In recognition of the fact that service on behalf of OCADFA limits the ability of employees to make themselves available for employment, in each Academic Year the University shall provide OCADFA with credit for eight course releases that the University shall provide to faculty performing OCADFA duties at OCADFA's discretion.

3.3.1 OCADFA may purchase additional course release credits for the amount equivalent to the Ses2 rate for a sessional course.

3.3.2 In the event that OCADFA wishes to have a sessional employee utilize a course release, the University shall transfer the value one course contract at the Ses2 rate to such employee in exchange for each course release credit.

#### 4. *Improvements to Professional development*

123. OCADFA seeks professional development funding for TIS faculty and permanent technicians, because doing so will benefit the university community as a whole.
124. TIS faculty are currently ineligible for reimbursements for professional development. Considering that even under the current terms of the MOA, TIS faculty can be employed for a term of several years and renewed for years thereafter. Considering TIS faculty's commitment to the university and the important role they play in delivering the curriculum, they should be afforded some funds for professional development.
125. Permanent technicians are currently eligible to receive up to \$500 as reimbursement for professional development. Considering the important role they play in supporting the student experience and faculty research activities, this amount should be raised to \$750.
126. Improved professional development funding will allow TIS faculty and permanent technicians to improve their skills and maintain currency in their field of expertise. This will improve student experience because faculty and technicians will remain up-to-date and skilled. Providing professional development funding for permanent technicians will also improve the support faculty's research activities and strengthen the university's reputation for having faculty that are experts in their respective fields.
127. OCADFA calculates the cost its proposal to extend professional development funding to TIS faculty to be \$13,552.50. The cost of improving the professional development funding to permanent technicians from its current limit of \$500 to \$750 would be a maximum of \$4,050.25. The total maximum cost of its professional development proposal would be \$17,602.75. OCADFA propose to situate this in the second year of the agreement the cost fits within the remaining \$22,636.25 of the moderation period non-salary envelope.

## **Proposal: Professional Development Funding for TIS faculty & Academic Staff**

21.4.1 Each Continuing, Probationary and Tenured faculty shall be entitled to be reimbursed for up to \$1,000.00 of receipted professional development expenditures for the year. Effective July 1<sup>st</sup> 2021, each Teaching Stream faculty shall be entitled to be reimbursed for up to \$750.00 of receipted professional development expenditures for the year. This amount shall be pro-rated for Continuing, Probationary, Teaching Stream and Tenured faculty who are not full-time.

21.5.2 Sessional, ~~Teaching-Intensive Stream~~, and CLTA faculty are not eligible to apply for Professional Development Funding.

32.4.2 Effective ~~July 1, 2017~~ July 1, 2021, each Probationary and Permanent academic staff shall be entitled to be reimbursed for up to ~~\$500~~ \$750.00 of receipted professional development expenditures for the year. This amount shall be pro-rated for Probationary and Permanent academic staff who are not Maximum-load.

## **VII. Conclusion**

128. OCADFA proposes improvements to the memorandum agreement that will increase job security, bring greater fairness to workplace, harmonize workloads across faculties, and bring faculty benefits and compensation closer to norms within the university sector. Its proposals are balanced, gradual, and designed to replicate those that would be achievable in free collective bargaining.

ALL OF WHICH IS RESPECTFULLY SUBMITTED.

April 21, 2021.

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