

KNOW YOUR RIGHTS

A Navigation
Tool for
Sessional
Members



Art by Gary Taxali

**RAISE
THE
BAR!**

OCADFA

OCADFA acknowledges the sacred land on which we live and work. For over 15,000 years this land has been home to Indigenous people who have lived and continue to live in relation with the land in ways that have been proven to be ecologically sustainable and vital, and that deepen our humanity by honouring our relations.

This land is the territory of the Mississauga of the Credit First Nation, Anishnaabe, Haudenosaunee, Wendat, and Huron Indigenous Peoples.

Today, this meeting place of Toronto is still home to many Indigenous people from across Turtle Island and we are grateful to be here together, in conversation with Indigenous histories. We are committed to working in solidarity with Indigenous-led activism and to upholding the values and practices that protect the land, care for the people and make it possible to plan for a peaceable future.

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KNOW YOUR UNION

We encourage you to visit the [OCADFA website](#) learn more about your union, your workplace, and your rights.

Who is OCADFA?

The Ontario College of Art & Design Faculty Association (OCADFA) is the union that represents more than 600 faculty and academic staff at OCAD University. The Association was formed in 1965 with the mandate of protecting the rights and improving the working conditions of its members and continues today as the sole recognized bargaining agent for its members and as their voice in the complaint process.

OCADFA Members

Faculty	Academic Staff
Sessional	Technicians (contract, probationary, and permanent)
Contractually Limited Term Appointment (CLTA)	Academic Counsellors (contract, probationary, permanent)
Teaching Stream (TS)	Teaching Assistants (Marker/Grader, and Tutorial Leader)
Continuing	Research Assistants (Undergraduate and Graduate)
Probationary (Tenure-Track)	
Tenured	

The highest decision maker of OCADFA is the membership. Between membership meetings and votes, the union is steered by an elected Board of Directors and Negotiations Committee, a Grievance Committee, and is assisted by an Executive Director.

What does OCADFA do?

OCADFA represents all faculty and academic staff in a variety of ways.

First, OCADFA negotiates a [Memorandum of Agreement](#) (MoA) with the University's administration. The MOA serves as our collective agreement and governs the terms and conditions of employment for all faculty and academic staff at OCAD U.

Second, OCADFA monitors the University's compliance with the collective agreement, and may file grievances on behalf of individual members, groups of members, or on behalf of itself, when it believes the University has violated that agreement, or any relevant policy or legislation.

Third, OCADFA represent and advocates for members in navigating a variety of other workplace issues, such as accessing accommodations, in making or responding to discrimination or harassment complaints, or other employment issues at OCAD U.

Fourth, on the provincial or national level, OCADFA advocates for issues affecting the post-secondary sector by working with the Ontario Confederation of University Faculty Associations (OCUFA, the Canadian Association of University Teachers (CAUT), and other allies on and off campus.

Follow us on [social media](#) and read our regular *Dispatches* to stay informed on our activities and how you may become involved.

KNOW YOUR COLLECTIVE AGREEMENT

OCADFA's [Memorandum of Agreement](#) (MoA) serves as your collective agreement with the University. All individual Sessional appointments must be consistent with the collective agreement. If you the terms and conditions of your individual appointment as a Sessional faculty member at OCAD U violates the MoA, please reach out to us for a consultation.

Sessional Contracts

Sessional Appointments and Reappointments

The hiring of Sessional faculty is governed by Article 23.3 of the MoA. A list of vacancies is posted on the University's [job board](#), along with information on how to apply. The applications are then reviewed by a Sessional Faculty Appointments Committee usually consisting of an Association Dean and two (or three) Tenured/tenure-track faculty members, who then make a recommendation to the Dean of Faculty.

Sessional members used to be asked to submit an **Expression of Interest** (EoI) by February 1 every year, to indicate their desire to be reappointed for the following academic year, but this did not provide any sort of job security in itself, as the University could post a vacancy for your courses anyway. The requirement to submit an EOI was removed from the most recent.

The Associate Dean, in consultation with Program Chairs, may recommend current Sessional faculty to be reappointed to courses they have already been hired to without posting the appointment, but that is happening less in less since we secured the **Right**

of Reappointment (RoR) as of the 2020 MoA. We recommend everyone periodically check the job board through the year, so you do not miss any opportunities.

The Right of Reappointment (RoR)

In the 2020 bargaining round, OCADFA secured a measure of job security for Sessional members, in the form of a Right of Reappointment (RoR). Sessional members with RoR to a course have **the right to be reappointed to one section of that course every term it is available** to be appointed to a Sessional faculty member. This right continues indefinitely, and can only be terminated in the circumstances list in Article 23.3.1.6 of the MoA.

As governed by Article 16.1.6 of the MoA, Sessional faculty are eligible to apply for a RoR when they are assigned to a course for the fourth time within 15 terms. You can apply during that fourth appointment, or anytime thereafter as long as you have taught that course four times within 15 terms at the time of application.

You should be notified of your eligibility after signing that fourth contract, and provided a deadline to provide the following as part of your application:

1. Your Teaching Review (if completed)
2. The course syllabi
3. An up-to-date curriculum vitae
4. Other materials relevant to the quality of teaching, if you choose
5. Previous performance evaluations (if available).

Applications are then reviewed by the Sessional Right of Reappointments Committee (see Article 16.1.7 for committee composition), and a RoR shall be awarded if you have demonstrated to that Committee that you have fully met the “Teaching & Teaching-Related Responsibilities,” as detailed in Article 20.2.1, in relation to that course.

If your Teaching Review is not conducted during your fourth appointment, you shall be awarded the RoR on a conditional basis until the Committee can complete its review.

If your application is denied, you may reapply after two years. If this happens, we recommend you get in touch with OCADFA’s Executive Director, or a Grievance Co-Chair.

Compensation and Pay Progression

Compensation for Sessional faculty is governed by Article 19.1 of the MoA. Your pay is determined a per-course basis, and depends on your placement on the Pay Scale found in Appendix C. The current rates, as of July 1, 2024, are as follows:

Ses1	\$7,289
Ses2	\$8,506
Ses3	\$9,718

In the most recent bargaining round, OCADFA secured the inclusion of a transparent means of **progressing up the Pay Scale** in the MoA, which is a key demand of our #SessionalsCount campaign. Beginning July 1, 2025, you will automatically move up one step upon having taught nine cumulative 0.5 credits, and another step upon fifteen cumulative 0.5 credits taught.

Compensation for Sessionals also include 7% pay in lieu of benefits. The MoA also provides for 4% pay in lieu of vacation, but as per the *Employment Standards Act*, you should be paid 6% in lieu of vacation if you have been employed at OCAD U for five or more years (in any capacity).

As per Article 23.3.9 of the MoA, if your appointment is cancelled less than four weeks prior to the first class, you will still receive two week's pay for that course.

Stipends

We also achieved the introduction of Sessional stipends into the MoA in our most recent bargaining round, to compensate Sessional faculty for a variety of non-course related work (such as Individualized Instruction or Non-Teaching Academic Tasks), and for course-related work beyond the end of the individual contract. All and any of the below must be pre-approved by your Dean of Faculty, and you are not obligated to take on any of these tasks. You can find the details in Article 19.1.2 of the MoA.

Individualized Instruction includes supervising self-directed studies, independent studies, field placement, and graduate studies. If you are assigned one of these duties, you will be compensated with a stipend equal to 15% of your regular per-course rate.

Non-Teaching Academic Tasks includes serving on committees, including the Joint Health and Safety Committee, or other types of service work. Your assigned to such tasks will be for a defined number of hours, and you will be compensated on an hourly basis at \$63.81.

Duties beyond the end of the course contract may include fulfilling student accommodations, participating in student appeals, or other tasks as approved by your Dean. If you are asked to perform such duties, the number of hours will be defined, and you will be compensated on an hourly basis at \$63.81.

Leaves

Sick Leave

Sessional faculty members have access to Sick Leave under Article 19.8.1 of the MoA. If you need to miss a class because of illness, injury or medical appointment, we advise you read out guide posted on the website: [what to do if you're sick and need to miss a class](#).

Pregnancy and Parental Leave

While Sessional faculty are not eligible for the supplemental insurance benefit (or “top-up”) while on Pregnancy and Parental Leave, we nonetheless advise you to inform your Dean of Faculty and the People & Culture office your need to take Pregnancy and/or Parental Leave, as your 15-term qualification window for RoR (described above) will be extended by the length of that leave.

Bereavement Leave

Article 19.11.1 of the MoA provides for Bereavement Leave of various lengths, with and without pay, depending on your relation to the deceased.

Compassionate Care Leave

As per Article 19.11.2 of the MoA, you may be granted a leave of absence without pay for up to eight (8) weeks to provide compassionate care and support to an immediate family member with a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks. Approval shall not be unreasonably withheld.

Personal Emergency Leave

As per Article 19.11.3 of the MoA you may be granted a leave of absence without pay for up to ten (10) days per calendar year because of personal illness, injury or medical emergency, or death, illness, injury or medical or other emergency of a family member. Documentation (medical or otherwise) may be required to substantiate such leave.

Legal Leave (i.e., jury duty)

As per Article 19.12 of the MoA, you shall be granted leave of absence with pay to serve as a juror or witness in a court of law in a matter in which you are not a party or an accused.

Other Rights as a Sessional member of OCADFA

Protocol for assigning TAs and determining their hours

As of the 2020-2023 MoA, OCAD U and OCADFA have agreed to a formula to determine the level of TA support you can expect, via a [Letter of Understanding re: TA Assignments](#).

Teaching Assistant positions are preferentially offered to graduate students at OCAD U. These TAs are provided with paid training in order to prepare them for their roles. Supervising and mentoring our TAs is included in our teaching and teaching related duties.

OCADFA represents all faculty and academic staff at OCAD U, including our Teaching and Research Assistant colleagues. It is our responsibility to support our TA colleagues in making sure they are not working in excess of their contracted hours. If you need help managing a situation where this seems likely, contact OCADFA to help you navigate your next steps.

Academic Freedom

All faculty and academic staff at OCAD U have the right to exercise academic freedom in their teaching, including as regards the facilitation of a safe teaching and learning environment as adopted by the Association of Universities and Colleges of Canada (AUCC) on May 5, 1988.

“Academic freedom is essential to the teaching function of the University, as well as to the creative and scholarly pursuits of the faculty, academic staff, other staff, and students. This includes a commitment to unfettered intellectual and aesthetic inquiry and judgment and to the provision of those textual, audio, and visual resources necessary to free inquiry and practice. Academic freedom includes: the right of responsible teaching from a subjective point of view; the right to freedom of creative practice or expression; and the right of dialogue, discussion, debate and criticism in the exercise of professional responsibilities including those referred to herein.”

This definition is recognized in Appendix A of our MoA.

Intellectual Property

Our rights to the intellectual property we create as Sessional faculty at OCAD U is protected by our MoA. You can read the full policy as detailed in Appendix F.

For our purposes, though, any of the following shall be considered our IP:

*“For the purposes of this Policy, original works may include but are not limited to: websites, books, texts, articles, monographs, glossaries, bibliographies, cartographic materials, modular posters, study guides, laboratory manuals, **correspondence course packages, interactive textbooks, course work delivered on the Internet, including distance education, multimedia instructional packages, syllabi, tests and work papers, lectures**, musical and/or dramatic compositions, choreographic works, performers' performances, unpublished scripts, films, filmstrips, charts, transparencies, **other visual aids, video and audio tapes and cassettes**, computer programs, live video and audio broadcasts, programmed instructional materials, drawings, paintings, sculptures, photographs, communication design applications (including digital and web), interactive design, works of architectural, landscape artistic or environmental design including plans and drawings, computer software, tangible research property, research data and databases or other products of research and discovery and other works.”*

In other words, unless you were explicitly contracted (outside your teaching contract) to produce alienable (i.e. work that can be separated from your presence) materials, you retain all intellectual property rights to anything that you produce in the context of your teaching at OCADU, *including all material you create to deliver courses in an online, remote, or hybrid course context.*

Though we are paid to teach our courses, the Administration does not subsequently own any of the pedagogical materials we create in order to teach these courses.

A Safe Workplace

You have the right to a safe workplace, including a harassment free work environment. If you have any health and safety concerns, please contact OCADFA and we can reach out our representatives on the Joint Health and Safety Committee (JHSC).

Every worker in Ontario has the right to refuse unsafe work - that is, work that is likely to endanger yourself. While we do not anticipate you should ever need to refuse unsafe work, we invite you to read the following [guide on your right to refuse unsafe work](#).

For issues related to discrimination, harassment, and bullying within the OCAD U, this would fall within the purview of the [Respectful Workplace and Learning Environment Policy](#) (RWLEP) and the Office of Diversity, Equity, and Sustainability Initiatives (ODESI) would address these issues.

Types of behaviour which would fall within the scope of the RWLEP would include discrimination, harassment, and bullying on any Ontario Human Rights Code grounds, such as on the basis of one's race/ethnicity, sex (including pregnancy and breastfeeding)/sexual orientation/gender identity/gender expression, disability (including mental, physical, developmental and learning disabilities, including temporary and episodic disabilities), age, religion and spirituality, family status (being in a parent-child relationship)/marital status, and citizenship status. Sexual harassment (including sexual solicitation) as well as creating a poisoned work environment would also be behaviours which violate the RWLEP.

Members should contact ODESI with concerns that fall under the purview of this policy, though OCADFA can work with both complainants (if you are filing an RWLEP complaint) and respondents (if you are on the receiving end of one) throughout the RWLEP process. If you are not sure if you should reach out to ODESI, you can always reach out to OCADFA for a consultation.

Reasonable Accommodation

You also have the right to reasonable accommodation on *Ontario Human Rights Code* based grounds, such as disability, sex/pregnancy, family status, age, creed, gender identity, and gender expression. If you think you may need a workplace accommodation to perform your employment duties, please see OCADFA's guide to your [Right to Reasonable Accommodation](#) and contact us for any questions or support you may need.

Requests for accommodations are made to the People & Culture Office, specifically Shazia Hussain, Employee Wellness Specialist. They can be reached at shussain@ocadu.ca, and will require the following two forms:

1. This would be for you to fill out, requesting the accommodation:
<https://www.ocadu.ca/Assets/content/hr/Request+for+Workplace+Accommodation.pdf>
2. This would be for your practitioner to fill out, substantiating that request:
<https://www.ocadu.ca/Assets/content/hr/Workplace+Accommodation+for+Employees+with+Disabilities.pdf>

KNOW YOUR REMEDIES

If something feels wrong, it probably is

As an institution OCAD U is committed to equity, inclusion and decolonization. As a community, we cherish what we have accomplished and continue to work hard to advance social justice through the many tools at our disposal. This includes practicing and teaching art and design, as well as working within our university decision making and representative bodies to build a more equitable OCAD U.

However, we are all aware that systemic oppression is, precisely, *systemic*. As a result, it continues to manifest in and inflect our community, and the work to abolish it is nowhere near done. In OCADFA, we believe that one of the best ways to dismantle intersecting systems of oppression and exploitation is to name them and support each other in confronting them, and we are committed to acting in solidarity with one another and our communities in this struggle.

There are many registers of oppression that we can experience in our workplaces and communities. Sometimes it may feel like your reaction to these incidents of injustice are overreactions. But, as our experienced grievance team in OCADFA can assert, *if something feels wrong, it probably is*.

There are several avenues to resolve such situations and to make sure that your right to realize yourself, your talents, your capacities and your inherent dignity within our community are upheld. These are described in the subheadings below.

But, first off, **as soon as something starts to feel wrong, start documenting**. You can do this by keeping a journal of troubling interactions or potentially discriminatory acts, and by making sure you communicate about these matters in written form as opposed to informal conversations at all times. If someone asks you to meet either virtually or in person to discuss, *we strongly recommend that you ensure that you have OCADFA representation during these meetings*.

We also strongly recommend that you get in touch with OCADFA representation as soon as you experience anything that may be harassment, bullying, discrimination or reprisals.

You do not need to prove someone has committed an egregious offense to seek support. Sometimes harmful behaviours can be resolved very productively. And even if you meet resistance as you seek remedy through the three methods detailed below,

OCADFA is here for you and here to guide you, in consultation with our legal counsel, through the various remedies that you can access as part of our Association.

The grievance process

Contact our Grievance Co-Chairs or anyone on the Grievance Committee ([you can find them on our website](#)) and copy our Executive Director (graeme@ocadfa.ca).

OCADFA is the recognized bargaining agent for all faculty and some staff members at OCAD U. This does not only mean that we periodically negotiate contracts with the Administration. It also means that we are able to represent our members when they are encountering workplace conditions that do not comply with our legally binding collective agreement, or relevant policies and legislation.

Many times, you may encounter an issue that does not seem to directly breach our collective agreement but seems exploitative, unfair, unreasonable or discriminatory. Even in such cases where this is not an obvious violation of our MoA, it's very important to reach out to OCADFA. We are able to consult with our legal firm to determine the best possible course of action to assert your rights at work. We can assist you in achieving resolutions that may need to be pursued through other channels. As well, knowing where our MoA is not meeting our members' needs is very important as it allows us to address such oversights in the MoA in the next round of collective bargaining.

We always encourage you to connect with us about any workplace concerns.

If something doesn't seem right, immediately document what is going on. Any future conversations regarding the problem should be conducted via email.

Many people do not know that personal documentation of communication and incidents is recognized as admissible evidence in an arbitration hearing. Though most of our members' grievances are resolved without having to resort to arbitration, the more concrete documentation we have of a potential violation of the MoA, the stronger our position will be as we work to address it for all of our members. ***If it's happened to you, it's probably happening to some of your colleagues, too.***

Grievances must be filed within 21 calendar days of the alleged infraction, or the date in which the Grievor first knew or ought reasonable to have known of the infraction. This means if you believe you may need to file a grievance, it is important to reach out to us as soon as practical.