

The Contract Faculty Problem¹

James Langlois – 99810642

0. Introduction

In recent years, a number of Ontario’s universities have increased the use of contract faculty members.² By relying more heavily on contract faculty, institutions can run courses more cheaply while allowing their permanent faculty to focus on research. At first glance, this may look like a positive outcome: universities save money, and they produce more research. However, the matter is far from simple. In this paper, I want to investigate the role of contract faculty at Ontario’s universities. I have two chief aims. First, I want to establish that the growing reliance on contract faculty is a problem. For ease, we can call it *the contract faculty problem*. Second, I want to investigate different potential responses to this problem. In addition to two options that have been pursued in other jurisdictions, I want to examine a unique solution to this problem: namely, provincial legislation that imposes restrictions on the use of contract faculty.

This paper is divided into six sections. §1 will do the ground-clearing work. Then, in §2, I will argue that the growing dependence on contract faculty is a genuine problem. For various reasons, some commentators might resist my contention. So this section will serve as an opportunity for me to address these worries. §3 explores how we ended up in this predicament. The problem that we’re considering is a relatively recent phenomenon, so I will discuss what occurrences in higher education explain the increasing reliance on sessional instructors. In §4, I will review some solutions that have been proffered in other jurisdictions. There are, in particular, two responses that have become standard: first, the introduction of teaching-focused faculty; second, improving working conditions for contract faculty. Next, in §5, I will explore a different solution: provincial legislation. In the absence of province-wide legislation, universities may continue to over-use contract faculty. However, the legislative route is not without its setbacks, and we will investigate what some of these are. Finally, I will conclude in §6.

¹ This version includes minor revisions made subsequent to the original submission.

² I will use ‘contract faculty’, ‘sessional instructor’, and related expressions interchangeably throughout.

I. Preliminaries

Before we turn to examining what exactly the contract faculty problem is, there are three preliminary matters to discuss.

First, we must be clear on a terminological point. I have so far used the term ‘contract faculty’ without explaining who exactly fits into this category. For our purposes, contract faculty should be contrasted with *tenure-track* and *tenured faculty*. Contract faculty are hired to teach courses on a limited basis: there is no long-term job security. Importantly, the details of these teaching contracts vary a great deal. Some individuals might be hired to teach a single half-year (i.e., one-term) course. Other individuals might be hired to one-year contracts in which they teach a number of different courses throughout the academic year. What this means, then, is that ‘contract faculty’ is a term that picks out a relatively large class of people. And within that class, there are positions that come in different shapes and sizes. It is undoubtedly true that some contracts are more desirable than others, but to keep our investigation simple, I will not differentiate in any meaningful way between different contract positions.

Second, we should distinguish between those contract faculty members who teach as a *side endeavour* and those who teach as a *career*. This distinction is imperfect, but it is helpful for our purposes. The former group is often made up of practicing or retired professionals who lend their expertise to particular academic units. For example, lawyers who teach at law schools, public servants who teach at policy schools, or clinical ethicists who teach in bioethics programs. These are individuals who have (had) another career, and teaching is a supplementary activity: it is *not* their main source of financial income. The latter group, however, is made up of individuals for whom academia is central: it *is* their main source of financial income. In many cases, academics who are recent PhDs or post-doctoral fellows end up taking on contract work in the hopes of procuring a tenure-track job in the near future. In some cases, of course, people end

up taking on contract work for many years. Our focus in this paper is those contract faculty members for whom academia is a career. Given these two distinctions, then, we end up with the following taxonomy:³

Faculty Members		
Tenure-Track and Tenured Faculty (e.g., Assistant Professor, Associate Professor, Full Professor)	Contract Faculty	
	Professors of Practice	Precarious Contract Faculty

Third, we should identify the conditions of employment that usually characterize contract work. There are a few characteristics in particular that are central to what it is like to be a contract faculty member: a low salary, few benefits, and job insecurity. Although salaries for contract faculty in Ontario vary from institution to institution, the standard range for a half-year course is anywhere from \$5,584 to \$7,665 (Field et al. 2014, 16). Even on the high end, a contract faculty member who teaches four courses in a year would make only \$30,660. Importantly, in comparison to their tenure-track (and tenured) peers, contract faculty make less. As the CBC has reported:

A full course load for professors teaching at most Canadian universities is four courses a year. Depending on the faculty, their salary will range between \$80,000 and \$150,000 a year. A contract faculty person teaching those same four courses will earn about \$28,000 (Basen 2014).

Of course, contract faculty will sometimes have the option of taking on a heavier teaching load, which will result in a larger salary. However, this option is not always on the table. And even when it is, it doesn't redress the salary-per-course issue that exists: contract faculty are still making significantly less.

Additionally, many contract positions offer few benefits—things like health plans and access to pension plans. For example, 10 universities in Ontario either don't offer or mention (in their collective agreements or related documents) health plans for contract faculty (Field et al. 2014, 18). Moreover, there are seven institutions that either don't offer or mention contract faculty having access to pension plans

³ I will continue to use the moniker 'contract faculty', although our focus is specifically those who fall into the bottom right category (i.e., precarious contract faculty).

(Field et al. 2014, 19). While some universities offer both health plans and access to pension plans (e.g., Ryerson, Trent, Ottawa), other institutions offer neither (e.g., Toronto). So whereas benefits are a standard part of working conditions for tenure-track and tenured faculty, they are not a given for sessional instructors.

Finally, contract positions are also characterized by their lack of security. In many cases, sessional instructors don't find out until the spring whether their contracts will be renewed for the next academic year. This is not problematic merely because it prevents these faculty members from being able to plan for the future and build their academic careers. It also, additionally, prevents faculty members from having *academic freedom* in a robust sense. In order for academia to fully flourish, the thought goes, there must be space for teachers to entertain and explore various topics—even when controversial—without fear of reprisal (e.g., job loss). However, this is not a genuine option for contract faculty: with a lack of job security, they can be relieved of their duties for teaching material in a certain way. Of course, universities would dismiss contract staff—or merely not renew their contracts—under the guise of some other issue. But the crucial point is that from the perspective of sessional instructors, academic freedom is severely compromised.

The three preliminary matters we have discussed are not intended to be exhaustive. Rather, the point of this section has simply been to provide a rough overview of how sessional instructors differ from other faculty members and, moreover, what the central conditions of employment are for such instructors.

II. The Problem

In this section, I will argue that the increasing reliance on contract faculty is a problem. More specifically, it is a problem for two types of reasons: *academic* and *ethical*. Let's consider them in turn.

In order to get at why relying on contract faculty is an academic issue, we need to answer a question: what is the academic mission of universities? If it turns out that dependence on sessional faculty

is in tension with the academic mission of universities, then we have a problem. To put this point differently, we're trying to examine whether using contract faculty is a problem according to the *constitutive standards* of universities—that is, “standards that apply to a thing simply in virtue of its being the kind of thing that it is” (Korsgaard 2009, 28). So given the kind of thing that universities are, would relying heavily on sessional instructors be a failure according to their own standards? I will soon argue that the answer is ‘yes’, but we must first explore what exactly the academic mission of universities is.

While particular universities may provide different statements, there is bound to be significant overlap. Since we must have a target in place, let's survey a few universities in Ontario to help us see what the core features of academic missions are. To begin, the University of Toronto is

dedicated to fostering an academic community in which the learning and scholarship of every member may flourish, with vigilant protection for individual human rights, and a resolute commitment to the principles of equal opportunity, equity and justice.

Queen's University's mission statement notes the importance of being recognized for

- the exceptional quality of undergraduate and graduate students and programs in the arts, sciences and professions;
- the intellectual power and value of research and scholarship by faculty members and students;
- the exemplary service of the University and that of its graduates to the community and the nation and the community of nations.

The mission at Western University is to be an institution that

creates, disseminates and applies knowledge for the benefit of society through excellence in teaching, research and scholarship. Our graduates will be global citizens whose education and leadership will serve the public good.

Finally, McMaster University's purpose is

the discovery, communication and preservation of knowledge. In our teaching, research, and scholarship, we are committed to creativity, innovation and excellence. We value integrity, quality, inclusiveness and teamwork in everything we do. We inspire critical thinking, personal growth, and a passion for lifelong learning. We serve the social, cultural, and economic needs of our community and our society.

There are differences among these various statements, but there are also deep similarities. Importantly, all of these institutions, at bottom, appear to have two main aims: *teaching excellence* and *research excellence*. The former aim—teaching excellence—is our priority here. The reason: this academic objective is in tension with relying heavily on contract faculty.

It will take a bit of unpacking to highlight this tension. It seems correct to assert that insofar as teaching excellence is a central aim of universities, they should invest significant resources and energy into teaching-related matters. Broadly construed, this includes things like program improvement, teaching quality, student resources, etc. However, by increasing the use of contract faculty, universities appear *not* to be investing significant resources and energy into teaching-related matters. Recall some of the features that characterize contract work: low pay, few benefits, and no job security. These conditions often result in such faculty having to take on more courses than they can properly manage while also applying for coveted tenure-track positions. What's more, universities seldom provide pedagogical resources to contract faculty—after all, they are temporary members of the teaching staff. So, these conditions result in a situation where those individuals who are responsible for carrying out a great deal of undergraduate teaching are not in a position to *excel* as teachers. If the employment conditions that characterize contract faculty are not conducive to teaching excellence, then universities that rely heavily on such faculty are acting in a manner that is in tension with their missions.⁴

Let's now turn to the second kind of reason why excessive reliance on contract faculty is a problem: *it's unethical*. Any sort of argument that aims to establish the moral wrongness of using contract faculty must provide an explanation of *why* such employment is wrong. It seems standard for proponents of this position to invoke two moral concepts in particular: *inequity* and *unfairness*. Although these are distinct

⁴ My argument in this section is compatible with the claim that any *particular* sessional instructor might, in fact, be an excellent teacher. I do not endorse the (false) claim that all sessional instructors are poor instructors. My point has simply been to highlight a tension for universities that exists between (i) striving for teaching excellence and (ii) depending on faculty who must manage precarious working conditions.

moral concepts, it seems that commentators often use these words interchangeably. Whatever the specifics of how people use such moral language, I believe we can identify the locus of moral concern: there is something deeply troubling about the fact that there are contract faculty who perform the *same* duties as their colleagues and receive very *different* employment conditions. That is, there is a significant gap between the employment conditions for tenure-track/tenured faculty and the employment conditions for contract faculty.

Consider the following statement from Fran Cachon, a contract faculty member at the University of Windsor:

I am deeply passionate about postsecondary education and love my job. But working contract to contract, and being paid less than your colleagues for the same work is inequitable and it can be demoralizing...Now, the government of Ontario has an opportunity to bring more fairness and security to the workplace, a chance we can't afford to miss. The working conditions of professors are the learning conditions for students. When we invest in workplace fairness, we invest in high-quality university education (OCUFA 2016).⁵

Prof. Cachon's concern is not an idiosyncratic one—rather, it is shared by most of us who observe the working conditions for contract faculty. Even full-time faculty recognize the ethical dimension of the contract faculty problem. The then-President of OCUFA and current Chair of the English Department at Waterloo, Kate Lawson, has urged that “everyone in our universities -- from TAs to full-time professors to contract faculty to librarians -- should receive fair pay and have reasonable job security” (Lawson 2015). So although the details of the ethical argument can be put in different ways, there is widespread agreement that reliance on contract faculty—as their working conditions currently stand—is an ethical issue.

III. How Did We Get Here?

⁵ An interesting part of this statement comes in the final two sentences: “The working conditions of professors are the learning conditions for students. When we invest in workplace fairness, we invest in high-quality university education.” This suggests that if we solve the *ethical* problem with contract faculty, we may also solve the *academic* problem for free. At the very least, it signals the fact that there are potentially interesting connections between the two problems.

An interesting feature of our topic is that it is a relatively recent phenomenon. Contract faculty were not nearly as prevalent 25 years ago, for example. This raises a question: how did we get here? This section will offer a bare-bones answer.

There are two facts that jointly explain why there has been a dramatic increase in contract faculty in recent years. The first fact is that the population of undergraduate students in Ontario has risen greatly. One figure suggests that enrolment has increased by 68% since 2000 (Lawson 2015). According to the Ministry of Advanced Education and Skills Development, full-time undergraduate enrolment increased from 318,529 in 2006-2007 to 382,761 in 2015-2016 (COU 2016). Whatever the precise figures, it is undoubtedly the case that demand for higher education in Ontario is greater than ever before. The second fact is that higher education in Ontario is underfunded by the government. Our universities have the lowest per-student public funding in the country (Lawson 2015). Moreover, the government's funding has not corresponded with the rise of undergraduate enrolment (Clark et al. 2009). Taken together, these two realities have created a situation in which universities try to accommodate more students than ever before with very little funding. Of course, this results in schools trying to minimize costs. A major way to do this is with cheap labour. Enter contract faculty.

IV. Learning from Others: Two Possible Solutions

In the rest of this paper, I want to focus on potential solutions to the contract faculty problem. In this section, I will explore two options that have been pursued in other jurisdictions: first, the introduction of teaching-focused faculty—full-time positions “in which the predominant role is teaching” (Clark et al. 2011, 20); second, improving the quality of working conditions for contract faculty.

In recent years, a number of universities have introduced *teaching-focused faculty*.⁶ These are faculty members whose primary responsibility is teaching. This model should be contrasted with the traditional

⁶ Other commonly used locutions include ‘teaching-stream faculty’, ‘teaching-centered faculty’, and ‘teaching-only faculty’.

40/40/20 academic model: 40% devoted to teaching, 40% devoted to research, and 20% devoted to service. So, in addition to service (which is proportionally the smallest of the duties), professors have traditionally been seen as having two equally weighty obligations: teaching and research. The introduction of teaching-focused faculty, then, bucks the trend: these professors' duties pertain primarily to teaching. Importantly, even if a teaching-focused faculty member does undertake research, it should be related to pedagogy.

Let's look at a particular example from Western Canada. In July 2011, the University of British Columbia (UBC) continued with the development of permanent positions for teaching-stream faculty. In an attempt to mirror the academic position of Full Professor (i.e., the highest rank for teaching & research faculty), the university introduced the Professor of Teaching position.⁷ Now the teaching stream has three positions: Instructor, Senior Instructor, and Professor of Teaching. These positions require a commitment to teaching, excellence in teaching, and outstanding achievement in teaching, respectively.⁸ This restructuring at UBC is a part of their commitment "to provide educational leadership, outstanding teaching, and curriculum development." Many commentators have praised UBC for taking a step in the right direction, and one of its Ontarian counterparts—namely, U of T—has followed suit by introducing similar positions (Lavender 2015).

It is worth spelling out how the expansion of teaching-focused positions is supposed to help solve the contract faculty problem. The thought is this: if universities can introduce more teaching-focused faculty, then they can move away from relying on contract faculty. That is, by increasing the number of teaching-focused positions, they can decrease the number of contract staff positions. This shift isn't a good one, however, unless the employment conditions under which teaching-focused faculty operate are better than standard conditions for contract faculty. Lawson put this point well back in 2011:

⁷ This comes from UBC's "Guidelines for Promotion to Professor of Teaching" document.

⁸ Collective Agreement, Part 4: Conditions of Appointment for Faculty, Article 3. Titles and Ranks, University of British Columbia.

Teaching-stream appointments need to be good appointments...Those appointed need job security. They need to be able to advance in their careers, through a rank system. Their academic freedom must be protected. And they must be paid equal to other full-time faculty (Lawson 2011).

These conditions are well-traveled territory for us now. They are not met in the case of contract faculty, but they ought to be—the thought goes—in the case of teaching-focused positions. If they are, then the ethical concerns raised in Section II need not exist here.

Moreover, the introduction of teaching-focused faculty isn't in tension with the academic mission of universities. In fact, having academics who focus primarily on teaching can help engender an atmosphere of teaching excellence. On the assumption that such positions are filled with well-qualified candidates, this emerging role can help improve the quality of undergraduate education in the province. Additionally, contrary to popular opinion, studies have shown that there isn't any sort of tight link between research excellence and teaching excellence (Hattie and Marsh 1996). Hattie and Marsh have urged that “the common belief that research and teaching are inextricably entwined is an enduring myth” (Hattie and Marsh 1996, 529). What this means, then, is that not participating in research does not preclude teaching-focused faculty from achieving teaching excellence.

The second sort of solution comes in the form of improving employment conditions for contract faculty. That is, as opposed to simply restricting the use of such faculty, we should try to improve their conditions instead. This tack has been explored in Australia. In 2008, the Australian Learning and Teaching Council published the RED Report (Percy et al. 2008). Among other things, the Report urges “better means of recognising and quality assuring the contribution of sessional teachers at the individual university and sector level” (Percy et al. 2008, 15). So instead of recommending legislation or the introduction of more teaching-focused faculty, for example, the Report pushes for the quality enhancement of contract faculty. More specifically, the Report states that improvements can be made in five domains: (i) systemic and sustainable policy and practice; (ii) employment and administrative support; (iii) induction and academic management; (iv) career and professional development; (v) reward and recognition. I cannot

explore each domain here, but let's briefly look at the first—systemic and sustainable policy and practice—as an example. One of the core recommendations here includes “improving communication channels” with contract faculty and assisting them with their “developmental needs” (Percy et al. 2008, 15). That is to say, contract staff should be put in a position to *develop* as academics—something that is currently not a real option in Ontario.

A fascinating characteristic of this proposal is that it accepts a realist assumption: universities will continue to rely on contract faculty. In my view, while this is a short-term assumption that we should accept, we must actively avoid accepting it as a long-term one. Stated differently, I agree that we should try to improve working conditions for contract faculty, but this is not a permanent solution. The very nature of contract work is precarious, so we are unlikely to find fully satisfactory results simply by following the recommendations of the Report.

The two options explored in this section are steps in the right direction, but neither one is likely sufficient for solving the contract faculty problem. After all, if it is up to universities to determine how to fill out their teaching rosters, there is nothing to prevent them from over-using contract faculty.

V. The Possibility of Legislation

In this final section, I would like to expand our menu of options. In addition to the introduction of teaching-stream faculty and quality improvement for contract faculty, there is a more ambitious response worth exploring: legislation. That is, one way of responding to the contract faculty problem is by having the provincial government adopt legislation that imposes restrictions on the use of contract faculty. In what follows, I will discuss the bare bones of such a proposal before turning our attention to potential problems that beset legislation.

Since other jurisdictions don't have state policy in place regarding contract faculty, we don't have a model from which to work. So, the proposal that I will now sketch must be modest and incomplete. The legislation I propose should incorporate at least the following conditions:

1. The overall number of contract faculty members at the university must not exceed *n* percent of the university's teaching staff.
2. The number of contract faculty members in any particular department must not exceed *n* percent of the department's teaching staff.
3. The overall number of courses at the university that may be taught by contract faculty must not exceed *n* percent.
4. The number of courses in any particular department that may be taught by contract faculty must not exceed *n* percent.

The first two conditions put restrictions on the number of contract faculty *members* that can make up a university's or department's teaching roster, and the last two conditions put restrictions on the number of *courses* at a university or in a department that may be taught by contract faculty. The department-specific conditions are important to have in place to prevent institutions from meeting the university-wide requirements while allowing some departments to be replete with (courses taught by) contract faculty.

Although this type of legislation may be a step in the right direction, it is worth acknowledging two distinct concerns associated with this sort of proposal. The first concern is that not all universities in the province compete in the same labour markets. Some universities (e.g., U of T) compete in the international labour market, whereas other universities (e.g., Brock) merely compete in the national (or regional) labour market. Thus, a piece of one-size-fits-all legislation that ignores this fact runs the risk of costing some schools (e.g., U of T) the opportunity to compete internationally.⁹ The second concern is that universities will not accept the reality that they can no longer rely on cheap labour. Rather, they will find ways to circumvent the legislation in order to keep costs low.

Both concerns deserve much more attention than I can provide here, but I will offer brief responses. Regarding the first concern: there is nothing that would prevent the government from creating

⁹ I would like to thank Prof. Carolyn Tuohy for raising this concern.

nuanced legislation that distinguishes between universities on the basis of their institutional structures. My legislative proposal is not that n (i.e., the percentage under consideration) should be the same for *all* institutions irrespective of their specific situations. After all, there might be differences between two universities that justify why one should be able to use a higher percentage of contract faculty than the other. So, any adequate piece of legislation would reflect the fact that Ontario is home to a wide array of post-secondary institutions. In other words: it would not be a one-size-fits-all piece of legislation.

Regarding the second concern: the legislation would be designed with an eye toward what *other* forms of cheap academic labour might look like. That is, a well-developed piece of legislation would have to anticipate potential responses by universities and, then, use *those* responses to help craft the legislation. Here is a brief example to illustrate what I have in mind. Imagine that restriction R is imposed on contract faculty in Ontario, so R limits what university U can do. In an attempt to deal with R , U may create a new type of academic position P . However, P is in accordance with R in only a technical (i.e., on-paper) sense. Really, P suffers from many of the same problems as contract positions, but it is designed in a manner that meets the conditions of R . My suggestion is this: the government's legislation should reflect these possible responses by universities. That is, the legislation should be proactive by taking into account ways that universities could circumvent flat-footed restrictions. This will result in more robust legislation that is able to achieve its aim.

VI. Conclusion

The central focus of this paper has been to investigate the role of contract faculty at Ontario's universities. More specifically, I hope to have accomplished two objectives. First, I hope to have shown why exactly the contract faculty problem is a genuine problem. Second, I hope to have shown the strengths of different potential responses to the problem. Given the current state of higher education in Ontario, it seems quite plausible that the best chance we have of adequately addressing the problem will require us to incorporate

elements from each of the three different proposals: introducing more teaching-focused faculty, improving the working conditions for existing contract faculty, and implementing legislation that puts limits on the role that these instructors can play.

While we have covered quite a bit of ground, there are also numerous issues that we have been unable to explore in depth or at all. Some of these include the contours of collective agreements, the precise role that teaching-focused faculty should play at existing universities, and the connection that exists between the overabundance of PhD programs and contract faculty positions. In a more thorough treatment of our topic, these issues deserve significant attention.

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