

THE UNIVERSITY OF WESTERN ONTARIO
London Canada



FACULTY APPOINTMENT AND PROMOTION PROCEDURES:
SCIENTISTS EMPLOYED BY INSTITUTIONS
AFFILIATED WITH THE UNIVERSITY OF WESTERN ONTARIO
(Faculty of Medicine & Dentistry)

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PREAMBLE

These *Faculty Appointment and Promotion Procedures: Scientists Employed by Institutions Affiliated with The University of Western Ontario* (hereinafter *Appointment and Promotion Procedures*) set forth the academic ranks, terms and procedures for appointment, reappointment, promotion, granting and renewal of Sequential-Term Appointments, and termination affecting Scientists in clinical and basic departments in the Faculty of Medicine & Dentistry.

The University of Western Ontario recognizes that a faculty member is free to criticize the University and to take controversial stands on public issues. The faculty member, however, should not purport to speak for or on behalf of the University, unless specifically authorized to do so, nor will he or she use his or her appointment or rank at the University in the furtherance of any position taken by such an appointee. Such freedom does not confer legal immunity or legal defense in respect of positions taken.

Faculty members appointed under these *Appointment and Promotion Procedures* are required to comply with the policies, rules and regulations of the University and to declare any real or potential conflict of interest.

Any intellectual property arrangements be covered by any tripartite agreement or in the absence thereof, the provisions of the Collective Agreement.

The policies and procedures below shall apply to those individuals defined herein as Scientists who:

- (1) are full-time employees of an institution or similar organization affiliated with the University and who normally hold an earned doctorate or equivalent qualification;
- (2) are not full-time employees of the University;
- (3) are paid directly by the affiliated institution;
- (4) ordinarily receive no remuneration from The University of Western Ontario although in exceptional cases may receive a small stipend;
- (5) may hold a cross-appointment in the Faculty of Medicine & Dentistry or a casual appointment elsewhere within The University of Western Ontario; and
- (6) are not eligible for Membership in the Bargaining Unit of The University of Western Ontario

The appointment to the University under these *Appointment and Promotion Procedures* shall be in accordance with the terms of any tripartite agreements or any other duly-approved successor affiliation agreement in existence between a hospital, an institute, a regional centre, or any similar affiliated organization and the University.

Definitions

- (1) The "University" means The University of Western Ontario as established in the *University of Western Ontario Act* ("the Act").
- (2) The terms "academic staff," "Faculty," "Provost," "Dean," "Department," and related terms shall be interpreted in accordance with the Act and policies approved by the Senate and the Board of Governors.
- (3) "Institutions" includes any Hospital or similar organization (e.g., Robarts Research Institute, London

Regional Cancer Centre Research Laboratories, London Health Sciences Centre Research Inc., Lawson Research Institute) that is affiliated with The University of Western Ontario where the affiliation has been duly approved by the Board of Governors.

- (4) “Scientist” means any full-time employee of the affiliated institution with an earned doctorate or equivalent qualification appointed pursuant to these *Appointment and Promotion Procedures*.
- (5) “Appointment” means appointment, subject to the approval of the University, to a basic or clinical department of the Faculty of Medicine & Dentistry at The University of Western Ontario and ordinarily does not entail any remuneration from the University.
- (6) “Reappointment” means the renewal of an Affiliated Limited-Duties, Affiliated Limited-Term or Sequential-Term Appointment in accordance with the provisions set out below. A reappointment in accordance with these *Appointment and Promotion Procedures* does not ordinarily entail any remuneration from the University.
- (7) “Promotion” means a change in rank from Assistant Professor to Associate Professor or a change in rank from Associate Professor to Professor. Promotion from Assistant Professor to Associate Professor may not occur without the granting of a Sequential-Term Appointment.
- (8) An “Affiliated Limited-Duties” Appointment involves a minimal contribution to the University and is for a specified period, not to exceed five years, and is renewable. Tenure does not apply to such appointments. An Affiliated Limited-Duties Appointment may not extend past the effective date of retirement.
- (9) An “Affiliated Limited-Term” Appointment is for a specified period, not to exceed three years, and is renewable. Reappointment is neither promised nor guaranteed. Tenure does not apply to such appointments. An Affiliated Limited-Term Appointment may not extend past the effective date of retirement. It is expected, although not required, that an Affiliated Limited-Term appointment would lead to a Sequential-Term Appointment within seven to ten years of the initial Affiliated Limited-Term appointment.
- (10) A “Sequential-Term” Appointment is for a specified period, not to exceed five years, and is renewable. Tenure does not apply to such appointments. A Sequential-Term Appointment may not extend past the effective date of retirement.
- (11) A “Cross” Appointment is an appointment made to another academic unit pursuant to the policies and procedures established by the University.
- (12) A “Casual” Appointment is an appointment made to an academic unit pursuant to the policies and procedures as outlined in the *Procedures for Casual Academic Appointments of Faculty at The University of Western Ontario*.
- (13) “Letter of Appointment or Reappointment” means the letter to the prospective appointee signed by the Dean of the Faculty. This document specifies the academic contract type (Affiliated Limited-Duties, Affiliated Limited-Term, Sequential-Term), the starting and end date of the appointment, the academic rank, the academic responsibilities of the appointee, and the provisions for an annual performance evaluation to be conducted by December 1 of each academic year for those appointed on an academic-year basis or by July 1 of each calendar year for those appointed on a calendar-year basis.
- (14) “Rank” means the academic rank of Lecturer, Adjunct Professor, Assistant Professor, Associate Professor, or Professor and is subject to the approval of the University.
- (15) “Conditions of Appointment: Physicians” means the *Conditions of Appointment: Physicians Appointed in Clinical Departments and Clinical Divisions of Basic Science Departments (1999)* as amended from time to time.
- (16) “Bargaining Unit” means all persons employed as members of the academic staff at The University of Western Ontario and represented by The University of Western Ontario Faculty Association, as defined by the Certificate of the Ontario Labour Relations Board, 4482-97-R dated May 26, 1998 as amended from time to

time.

- (17) "Collective Agreement" means the legal document covering terms and conditions of employment between the University of Western Ontario Faculty Association and The University of Western Ontario, as ratified by the Board of Governors on June 28, 2000 and as amended from time to time.

A - APPOINTMENTS

Appointments and Reappointments

- (1) Appointments and reappointments shall have a contract type of:
 - Affiliated Limited-Duties (i.e., up to five years in duration)
 - Affiliated Limited-Term (i.e., up to three years in duration)
 - Sequential-Term (i.e., up to five years in duration)
- (2) Academic ranks shall be:
 - Lecturer
 - Adjunct Professor
 - Assistant Professor
 - Associate Professor
 - Professor
- (3) Affiliated Limited-Duties Appointments shall be made at the rank of Adjunct Professor.
- (4) Affiliated Limited-Term Appointments shall be made at the rank of Lecturer or Assistant Professor
- (5) Sequential-Term Appointments shall be made at the rank of Associate Professor or Professor in accordance with the appointments procedures below.
- (6) An Affiliated Limited-Duties, Affiliated Limited-Term or Sequential-Term Appointment may be renewed at the discretion of the University but in no case will a renewal be considered unless the Scientist continues his or her full-time appointment at the affiliated institution and has satisfactorily performed his or her academic responsibilities at the University.
- (7) Failure to reappoint to any position does not constitute dismissal. Reappointment is neither promised nor guaranteed.
- (8) An Affiliated Limited-Term reappointment may include a change of rank from Lecturer to Assistant Professor.
- (9) All appointments and reappointments are conditional upon the continuance of full-time employment at the affiliated institution and satisfactory performance at the University [see Section D, Resignation and Early Termination].
- (10) The appropriate rank for an Affiliated Limited-Term or Sequential-Term Appointment shall be determined at the time of initial appointment and shall take into account the appointee's qualifications, experience, and achievements.
- (11) An Affiliated Limited-Duties, Affiliated Limited-Term or a Sequential-Term Appointment at any academic rank under the provisions of these *Appointment and Promotion Procedures* does not carry tenure.

Appointment Procedures

- (1) Basic Departments: In the case of each Affiliated Limited-Duties and Affiliated Limited-Term Appointment or Reappointment and each initial appointment with Sequential-Term status made under these *Appointment and Promotion Procedures*, the Appointments Committees in basic departments, as structured under the Collective Agreement, shall recommend the appointment to the Dean. The structure of the Appointments Committee may be amended in these cases only to include one additional faculty member within the Department or Faculty holding an appointment under these *Appointment and Promotion Procedures*. In the case of an initial

appointment with Sequential-Term status, the Dean shall place the curriculum vitae of the recommended candidate, together with any other supporting documentation, before the appropriate Committee on Promotion and Tenure. Recommendations shall be forwarded to the Provost in accordance with the procedures for recommending appointments under the Collective Agreement. No other part of the Collective Agreement shall apply unless specifically set out herein.

- (2) Clinical Departments: In the case of each Affiliated Limited-Duties and Affiliated Limited-Term Appointment or Reappointment and each initial appointment with Sequential-Term status made under these *Appointment and Promotion Procedures*, the Appointments and Promotion Committees in clinical departments, as structured in *Conditions of Appointment: Physicians*, shall recommend the appointment to the Dean. In the case of an initial appointment with Sequential-Term status, the granting of the Sequential-Term Appointment will be considered by the Faculty Appointments and Promotions Committee as constituted under the *Conditions of Appointment: Physicians*. Recommendations shall be forwarded to the Provost in accordance with the procedures for recommending appointments under the *Conditions of Appointment: Physicians*. Each appointee to a clinical department will hold a cross appointment to a basic department within the Faculty of Medicine & Dentistry which will carry the responsibility for administering the process for promotion and/or granting of subsequent Sequential-Term Appointments as described below.
- (3) All Scientists shall receive a Letter of Appointment or Reappointment signed by the Dean [see Definitions 13].

B - PROMOTION AND/OR GRANTING OR RENEWAL OF SEQUENTIAL-TERM APPOINTMENT

- (1) Scientists with Affiliated Limited-Term Appointments at the rank of Assistant Professor are eligible for promotion to Associate Professor with Sequential-Term status.
- (2) Scientists with Sequential-Term Appointments at the rank of Associate Professor are eligible for promotion to Professor and the renewal of Sequential-Term status.
- (3) The procedures and criteria for promotion and/or granting or renewal of Sequential-Term Appointments shall be in accordance with the procedures and criteria for promotion and granting of tenure as specified in the *Promotion and Tenure* Article of the Collective Agreement, except that
 - a) probation and tenure shall not apply;
 - b) the structure of the Department Promotion and Tenure Committee may be amended in these cases only to include one additional faculty member within the department holding an appointment under these *Appointment and Promotion Procedures*; and elected by the Department and, if applicable, one additional faculty member from the clinical department, selected by the Clinical Department; this committee will thereafter be called the Department Scientist Promotion Committee;
 - c) the performance to be assessed will be in the areas of academic responsibilities as outlined in the Letter of Appointment or Reappointment which will be included in the file; and
 - d) any grievances arising therefrom will be administered as outlined in Section C below.

No other part of the Collective Agreement shall apply unless specifically set out herein.

- (4) Promotion and the granting or renewal of Sequential-Term Appointments shall be considered by the Department Scientist Promotion Committee.
- (5) The Department Scientist Promotion Committee and Dean shall each forward a recommendation to the Provost.
- (6) The Provost shall either approve or deny the recommendation of the Department Scientist Promotion Committee and the separate recommendation from the Dean, and shall so notify the faculty member, the Dean and Chair of the Department.
- (7) The Provost's decision may be grieved in accordance with the procedures in Section C below..

C - GRIEVANCES

Grievances of Provost's Negative Decision Regarding Promotion and/or Granting or Renewal of Sequential-Term Appointment

- (1) A Researcher may grieve a negative decision of the Provost to an Ad Hoc Grievance Committee within four weeks of the date of notification of the negative decision.
- (2) Grievances shall be submitted to the Director of Faculty Relations stating clearly, in writing, the grounds for such a grievance. Such grounds are restricted to procedural defects and/or the unreasonableness of the decision.
- (3) The structure of the Ad Hoc Grievance Committee will be as follows:
 - i) One tenured faculty member of the University, selected by the Appellant and agreed to by the Dean.
 - ii) One tenured faculty member of the University, selected by the Dean and agreed to by the Appellant
 - iii) One tenured faculty member of the University, selected by the Provost.

By mutual agreement of all parties, no more than one tenured member may be substituted by a non-tenured faculty member of the University.

- (4) The powers of the Ad Hoc Grievance Committee will be limited and are set out as follows:
 - i) The Ad Hoc Grievance Committee may not alter or amend this document;
 - ii) The Ad Hoc Grievance Committee shall confine its deliberations to the strict wording and claim outlined in the grievance;
 - iii) The Ad Hoc Grievance Committee shall have the power to send a grievance back to the Provost with a recommendation for reconsideration;
 - iv) The Ad Hoc Grievance Committee may overturn any decision the Committee determines to be unreasonable.
- (5) The Ad Hoc Grievance Committee shall notify all parties of its decision, which shall be final, in writing and with reasons within one week of its final meeting on that case.

D - RESIGNATION AND EARLY TERMINATION

Resignation

A Scientist may terminate his or her appointment at the end of any academic year (i.e., June 30) during the term of the appointment provided that he or she has given three (3) months notice, in writing, to the University and the affiliated institution. Resignation at any other time may be permitted only with the prior approval of the University, in extraordinary circumstances.

Early Termination by University Prior to End of Appointment

Continuance of any University appointment made in accordance with the provisions of this document is predicated always upon continuance of employment at the affiliated institution and satisfactory performance at the University. Should employment at the affiliated institution cease, the University appointment will terminate automatically at the same time and the University will have no further obligations to the Scientist. If it is determined through the annual performance review that the Scientist's performance at the University has fallen below a satisfactory level, the appointment will cease at the end of the academic year, i.e., June 30, for those appointed on an academic-year basis, or for those appointed on a calendar-year basis, the end of the calendar year, i.e., December 31. The termination of the University appointment under these circumstances does not constitute dismissal.

E - TERMINATION

On the recommendation of the President, the Board of Governors may terminate the appointment of a Scientist during the period of the appointment should the standard of conduct fall below the minimum acceptable standard expected of scientists at this University.