The University of Western Ontario
and
the Schulich School of Medicine & Dentistry

CONDITIONS OF APPOINTMENT[1] FOR PHYSICIANS

(2018)

Approved by the Board of Governors [April 26, 2018]

Updated March 1, 2018

[1]*Conditions of Appointment* provides process and criteria for appointment, promotion and granting of Continuing Appointment and other appointment related conditions for physicians appointed to the Schulich School of Medicine & Dentistry as Clinical Academics.

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Section 1 INTRODUCTION

The Schulich School of Medicine & Dentistry (the School) is a large and complex Faculty with faculty members who perform a variety of academic functions. The clinical departments of the School are comprised primarily of Clinical Academics (either Full-time or Part-time) who are physicians contributing to the academic mission of the University. This document describes the terms and conditions of Appointment, including procedures and criteria, that apply to the Appointment, Promotion, Continuing Appointment, assessment and termination of Appointment, among other conditions, of physicians appointed as Clinical Academics in the School. The School recognizes that there is a lot of variability in the distribution of academic activities for individual Clinical Academics, depending on their appointment type and Academic Role Category (ARC) (See Appendix A-1 for link).

The School embraces the following core values: social responsibility and accountability; innovation and scientific excellence; learning experiences that foster academic leadership, critical inquiry and a passion for life-long learning; compassionate, patient- and family-centred care; diversity; and, collaboration and partnership. Professional behaviour is expected and valued. For all Clinical Academics, The College of Physicians and Surgeons of Ontario (CPSO) Policy Statement #4-07 on professionalism (See Appendix A -2 for link) applies, and states: *"As professionals, physicians are expected to act in a courteous, dignified and civil manner towards their patients, their colleagues (i.e., all those who work with the physician, whether members of a health regulatory college or not) and others involved in the provision of health care."* In addition, Clinical Academics must abide by the School's Code of Conduct (See Appendix A-3 for link).

The School aspires to excellence in scholarship using a definition based on the framework described by Boyer (Boyer, E, (1990) Scholarship Reconsidered: Priorities for the Professoriate. Princeton, NJ: The Carnegie Foundation for the Advancement of Teaching). Scholarship has four key components: 1. Discovery and advancement of knowledge; 2. Integration of knowledge; 3. Application of knowledge and 4. Transformation and transmission of knowledge. Creative professional activity is seen as a parallel, alternative, and equally relevant criterion to that of traditional academic scholarship in research and\or teaching. At the School, creative professional activity has been aggregated into three domains: role model, health care leadership and general contributions." (See Appendix A-4 for link) Activities unrelated to the Clinical Academic's discipline or academic position are optional and will not be considered as a basis for Appointment, Continuing Appointment, or Promotion.

Clinical Academics make significant contributions to the education of undergraduate students, graduate students, and postgraduate trainees (i.e. residents and fellows), and to research. They are also major providers of care at the academic health science centre and community hospitals and institutions affiliated with Western University. Western University recognizes the importance of Clinical Academics for their contributions to excellence in teaching, research and scholarly activities, for their involvement in administration, as role models and in health care leadership, and for their general contributions to service which contributes to the teaching and research missions of the University. The Schulich School of Medicine & Dentistry is committed to appointing Clinical Academics who possess attributes of personal excellence and appropriate professional and academic qualifications. These Clinical Academics are responsible for discharging the various academic duties of the School and clinical duties for academic health sciences centre, community hospitals and other affiliated institutions or other clinical teaching units. Given the diverse academic and clinical priorities of the School's departments, it is recognized that individual Clinical Academics will develop different career pathways.

Section 2 DEFINITIONS

2.1 GENERAL

The terms **"academic staff", "Faculty", "Provost", "Dean", "Department",** and related terms are to be interpreted in accordance with *The University of Western Ontario Act* and policies approved by the Senate and the Board of Governors.

"Academic Role Category" (ARC) refers to the category which defines the weighting of the various role components in a Full-time Clinical Academic's workload, and the expectations for performance along with indicators to enable assessment of performance.

"Act" means The University of Western Ontario Act (as amended) and as may be amended from time to time.

"Affiliated Hospital or Institution" refers to any hospital or other institution affiliated with Western University where the affiliation has been duly approved by the Board of Governors.

"**AMOSO**" refers to the governance organization which oversees the Academic Medical Organization of Southwestern Ontario which is the academic funding plan for Clinical Academics.

"**Basic Scientist**" is a non-clinical Academic appointed in the Schulich School of Medicine & Dentistry.

"Board of Governors" or **"Board"** means the Board of Governors of The University of Western Ontario as established in the Act.

"Clinical Academic" is a physician appointed by the University as a faculty member with responsibility for academic activities (i.e. clinical teaching; teaching; research; role model; health care leadership; general contributions and administration) in furtherance of the academic mission of the University. Such Appointments may be Part-time or Full-time. Clinical Academics may also be providers of care at the academic health science centre, community hospitals, and other health care related institutions, networks, practices, or teams.

"Full-time Clinical Academic" is a physician who:

i) is appointed to a Limited Term or Continuing Appointment;
ii) is generally located in an academic health sciences centre, community hospital, Family Medical Centre, or other clinical teaching unit or institution, with which the University has an affiliation agreement;
iii) has an ARC in which the physician spends 50% or more of his or her time in an academic role with the University
iv) contributes to the academic mission of the University with an on-going continuing commitment;
v) may be remunerated for academic contributions through a department reward system; and
vi) normally participates in a departmental Practice Plan, as required.

"Part-time Clinical Academic" is a physician who:

i) is appointed to an Adjunct Appointment;
ii) is generally community-based, but may be located in an academic health sciences centre, community hospital, Family Medical Centre or other clinical teaching unit or institution approved by the Dean;
iii) spends less than 50% of his or her time in an academic role with the University
iv) performs specific limited responsibilities relating to teaching and/or research ancillary

to the appointee's principal occupation;
v) generally receives no remuneration, although there may be a small stipend; and
vi) is not required to participate in a departmental Practice Plan.

"Clinical Departments" are academic units within the School which are approved by Senate and which may be organized to focus on an area of discipline consistent with those recognized in the medical field.

"College" refers to the College of Physicians and Surgeons of Ontario (CPSO)

"Department Committee" means the Department Appointments and Promotions Committee.

"Division Chair" means the individual who leads a Division within a clinical Department responsible for a specialty or subspecialty recognized by the Royal College of Physicians and Surgeons of Canada or the College of Family Physicians of Canada, or to an individual who leads a designated clinical teaching site

"Physician" refers to an individual holding the degree of Medical Doctor or equivalent, who is licensed to practice medicine in Ontario by the College of Physicians and Surgeons of Ontario and is actively engaged in the practice of medicine.

"Schulich Committee" or **"Schulich Appointments and Promotions Committee"** means the Schulich School of Medicine & Dentistry Appointments and Promotions Committee.

"Senate" will mean the Senate of The University of Western Ontario as established in the Act.

"Statement of Expectations and Responsibilities" (SER) refers to the expectations and responsibilities within the Adjunct Appointment of a Part-time Clinical Academic.

"University" or "Western University" will mean The University of Western Ontario as established in the Act or persons acting with delegated authority.

2.2 APPOINTMENTS AND PROMOTIONS

"Academic Colleague" means a faculty colleague whose home unit is within the Schulich School of Medicine & Dentistry at Western University who is called upon by a Clinical Academic to provide support, advice, or advocacy.

"Adjunct Professor" is a rank, granted through an Adjunct Appointment, for an Academic Clinician.

"Appointment" means appointment as a faculty member to Western University in accordance with these Conditions of Appointment for Physicians. Appointment does not necessarily imply or entail remuneration. Remuneration, if any, to be received by the Clinical Academic in respect of his or her academic activities will be determined from time to time by the applicable system for determining remuneration.

"Continuing Appointment" is without an end date and may be held until resignation or retirement, or termination in accordance with these Conditions of Appointment for Physicians. A Continuing Appointment may only be held at the rank of Associate Professor or Professor. Tenure does not apply to such Appointments. Continuing Appointment is conditional upon the sustained satisfactory

performance of the individual as identified in Section 7.

"Cross Appointment", is an Appointment of a Full-time Clinical Academic to an academic unit, other than the academic unit where the primary academic Appointment is held, for a limited period. Such Appointments reflect limited participation in the non-primary academic unit, as approved by the Chair of the primary academic unit, and are renewable.

"**Distributed**" refers to a Clinical Academic whose primary clinical academic activity is not located in an academic teaching hospital in London, Ontario.

"Honorary" is a rank, granted through an Adjunct Appointment, reserved generally for those who have attained academic or professional distinction in their field. Appointment as an Honorary Professor recognizes a mutually beneficial scholarly association between the University and the appointee and need not entail any teaching or other academic responsibilities on the part of the appointee.

"Joint Appointment" is the appointment of a Clinical Academic who:

i) is appointed under this document as a Full-time Clinical Academic; and
ii) has the equivalent of Full-time duties distributed among two or more academic units on a continuing basis.

Such Appointments require joint processes for Appointment, Promotion and Continuing Appointment and Annual Review through the Career Development Planning process. Procedures and Committee composition for Joint Appointments can be found in Appendix B.

"Letter of Appointment or Reappointment" means the letter offering appointment or Reappointment signed by the Dean and by the Provost or duly authorized designate, specifying the Appointment type (Limited Term, Continuing Appointment, etc), the duration of appointment, academic rank, Academic Role Category and Responsibilities or Statement of Expectations and Responsibilities depending on whether the appointment is of a Full-time Clinical Academic or Part-time Clinical Academic, respectively), and other applicable provisions or details. This letter forms part of the contractual relationship with the appointee.

"Adjunct Appointment" is a Part-time Appointment as defined in Section 15 of this document.

"Limited Term Appointment" is a Full-time Appointment for a specified period of time. Reappointment is neither promised nor guaranteed

"Practice Plan" is a document reflecting the decisions of the department regarding distribution of clinical earnings or professional/academic revenue, which may or may not include a mandatory contribution to a department or program academic enrichment fund. The Practice Plan is developed by the department (or designates) and is binding on the department and its members. The Practice Plan should include provisions for Full-time Clinical Academics and be compliant with related Schulich policies and procedures. The Practice Plan will be reviewed by the University at regular intervals and matters relating to the University are subject to the approval of the Dean.

"Promotion" means a change in rank from Lecturer to Assistant Professor or 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, or promotion from Limited Term Associate Professor to Professor may not occur without the granting of a Continuing Appointment.

"Rank" means the academic rank, in the case of an Adjunct Appointment, of Adjunct Professor or Honorary Professor and, in the case of Limited Term or Continuing Appointment, of Lecturer, Assistant Professor, Associate Professor, or Professor.

"Reappointment" means the renewal of a Limited Term Appointment or an Adjunct Appointment, in accordance with these *Conditions of Appointment for Physicians*. Reappointment may include changes in terms and conditions of appointment including, but not limited to a change in remuneration or benefits. A Reappointment to the academic staff in accordance with these *Conditions of Appointment for Physicians* does not necessarily imply or entail remuneration. Remuneration, if any, to be received by the Clinical Academic in respect of his or her academic activities will be determined from time to time by the applicable system for determining remuneration.

Section 3 APPOINTMENT, PROMOTION AND APPEAL COMMITTEES

3.1 DEPARTMENT APPOINTMENTS AND PROMOTIONS COMMITTEE

3.1.1 Each clinical department in the Schulich School of Medicine & Dentistry will have an Appointments and Promotions Committee (Department Committee). The structure of the Committee will be determined by the department but will include:

i) the Department Chair who will chair the Committee unless the Committee is reviewing an Appointment under Section 7, in which case the Vice Dean (Faculty Affairs) or designate will chair the Committee;
ii) at least three Full-time Clinical Academic members of the Department with Continuing Appointments at the rank of Associate Professor or Professor, elected by the Full-time Clinical Academics in the Department, at least one of whom will be a Clinician Teacher or a Clinician Educator, and at least one of whom shall be a Clinician Researcher or a Clinician Scientist and, whenever possible, one of whom shall be a Distributed Full-time Clinical Academic;
iii) where a department cannot meet the criteria in 3.1.1. ii), the Committee members will be elected by Schulich Faculty Council. In such a case, at least one half of the members of the Department Committee will be elected from among the Full-Time Clinical Academics in the Department;
iv) a Distributed Part-Time clinical academic, where ever possible; and
v) a Basic Scientist, where there is one or more Basic Scientist(s) in the Department and the Department Committee so chooses.

3.1.2 Each committee member will have an initial term of three years, once renewable. In exceptional circumstances, a committee member may serve a third consecutive three year term.

3.1.3 The membership of the Department Committee will be reported annually to the Dean of the Schulich School of Medicine & Dentistry.

3.1.4 The Department Committee will be convened by the committee chair. A quorum will consist of two-thirds of the members and must include the committee chair.

3.1.5 Should any member of the Department Committee, have a conflict of interest, that person will withdraw from consideration of the relevant case or cases. Should the Department Chair have a conflict of interest, he or she will withdraw from the case and the Department Committee will appoint an alternate chair from among the members of the Department Committee; where the Committee is acting under Section 7 and the Vice Dean (Faculty

Affairs) or designate has a conflict of interest, the Dean will appoint another Vice Dean to chair the Committee. Any conflict of interest of a Department Committee member must be documented in the meeting notes of the Committee.

3.1.6 In the event that an elected member of the Department Committee is to be considered for promotion and/or Reappointment, the member will recuse him or herself from the Department Committee for the year he or she is being considered for promotion. The replacement for this committee member would be elected by the Full-Time Clinical Academics in the Department and the replacement will, if possible, be at the rank of Associate Professor or Professor and be in the same Academic Role Category as the recused member.

3.1.7 The Department Committee will consider all open academic positions in the Department, Reappointment of all Department members with Limited Term Appointments whose current term of appointment is ending that year, all promotions and granting of Continuing Appointments for Departmental members, and will review Continuing Appointments as provided in Section 7.3.

3.1.7.1 In considering appointment, Reappointment or promotion, the Department Committee will have regard for the time limits set out in Section 5.2.

3.1.7.2 In considering promotion, granting of a Continuing Appointment, and review of a Continuing Appointment, the Committee will have regard for the criteria set out in Section 6 and the tenets of Academic Freedom articulated in Section 4.4.

3.1.8 In the case of a tie in relation to the Department Committee recommendation, the committee chair shall cast the deciding vote.

3.2 SCHULICH APPOINTMENTS AND PROMOTIONS COMMITTEE:

3.2.1 The Schulich School of Medicine & Dentistry will have a Schulich Appointments and Promotions Committee (Schulich Committee), the composition of which will be:

i) the Dean (or designated Vice Dean), who will be chair;
ii) one Clinician Teacher or Clinician Educator at the rank of Professor, elected by Faculty Council,
iii) one Clinician Researcher or Clinician Scientist at the rank of Professor, elected by Faculty Council;
iv) one Clinician Administrator at the rank of Professor, elected by Faculty Council;
v) one Clinical Academic at the rank of Associate Professor or Professor (any ARC), elected by Faculty Council;
vi) one Full-time tenured Professor from the basic medical science departments, elected by Faculty Council;
vii) one Full-time tenured Professor from one of the following Faculties: Health Sciences; Science; or Social Sciences; elected by the Schulich Faculty Council.

3.2.2 Other than the Committee chair, no more than one member may be from any one department.

3.2.3 A member of a Department Committee may not serve simultaneously on the Schulich Committee.

3.2.4 Quorum will consist of two-thirds of the members and must include the Dean (or designated Vice Dean).

3.2.5 Should any member of the Schulich Committee have a conflict of interest, that person will withdraw from consideration of the relevant case or cases. Should the Dean have a conflict of interest, the Vice Dean (Faculty Affairs) or designate will serve. Should a designated Vice Dean chairing the Committee have a conflict, the Vice-Provost (Academic Planning, Policy and Faculty) shall appoint another Vice Dean as designate who shall chair the Committee.

3.2.6 The Committee will consider all positive recommendations from Department Chairs and Department Committees for initial Continuing Appointments under Section 5.4, and all recommendations from Department Chairs and Department Committees relating to granting of Promotion and/or Continuing Appointment under Section 6.5.

3.2.6.1 In the case of a tie in relation to the Schulich Committee recommendation, the committee chair shall cast the deciding vote.

3.3 UNIVERSITY COMMITTEE ON APPEALS FOR PHYSICIANS (UCAP):

3.3.1 When the University receives an appeal under these *Conditions of Appointment for Physicians,* and such an appeal is to be heard by the University Committee on Appeals for Physicians (UCAP), the UCAP shall be struck and shall be composed of:

i) an appointee of the Provost who is a tenured faculty member who is not from Schulich;
ii) an appointee of the Dean who is a Clinical Academic with a Continuing Appointment from Schulich and who is not in an administrative role. In the case of an appeal of promotion, the appointee must have an academic rank at least equivalent to the rank for which the candidate is being considered for promotion; and
iii) an appointee of the Appellant who is a Clinical Academic with a Continuing Appointment from Schulich. In the case of an appeal of promotion, the appointee must have an academic rank at least equivalent to the rank for which the candidate is being considered for promotion.

3.3.2 The Provost's appointee shall chair.

3.3.3 Should any member of the UCAP have a conflict of interest, including having considered the file under appeal at another level, that member will withdraw from consideration of the relevant case and be replaced using the provisions of clause 3.3.1.

3.3.4 The Committee will consider all appeals from Clinical Academics against negative decisions by the Vice-Provost (Academic Planning, Policy and Faculty) regarding promotion and/or granting of a Continuing Appointment under Clause 6.5.11 or Review of an Appointment under Clause 7.3.1.2, and all appeals of changes to Academic Role Category under Clause 5.3.5.

3.3.5 Where possible, members of the UCAP should strive to reach consensus in respect of its decision or recommendation. Where consensus cannot be reached, such decisions and recommendations will be arrived at by majority rule. No abstentions are permitted.

PART I - TERMS AND CONDITIONS APPLICABLE TO ALL CLINICAL ACADEMICS

Section 4 GENERAL TERMS AND CONDITIONS

4.1 The University and Clinical Academics appointed under these *Conditions of Appointment for Physicians* have responsibilities and obligations to comply with the policies, rules and regulations of the University Board and Senate including, but not limited to, those promulgated on the University Secretariat's website (See Appendix A-5 for link) and those passed by Senate (See Appendix A-6 for link), the Schulich Code of Conduct (See Appendix A-3 for link), and the College of Physicians and Surgeons of Ontario's policy statement #4-07 on Professionalism (See Appendix A-2 for link).

4.2 As a condition of Appointment all Clinical Academics must:

i) maintain a valid certificate with the College of Physicians and Surgeons of Ontario (CPSO) or any successor to that organization.

ii) Accept and maintain an appointment to the active medical staff of an Affiliated Hospital/Institution. Exemptions to this requirement may be granted by the Dean where the Dean determines that the Clinical Academic's ability to undertake their academic responsibilities is not impaired in the absence of such an appointment

4.2.1 A Clinical Academic is required to immediately report to his or her Chair and Dean any change:

i) in the maintenance of his or her certification with the College of Physicians and Surgeons of Ontario (CPSO);

ii) in the maintenance of certification in the College of Family Physicians of Canada (CFPC) or the Royal College of Physicians and Surgeons of Canada (RCPSC), if applicable;

iii) in status in respect of his or her appointment with a Hospital/Institution, community hospital, Family Medical Centre or other clinical teaching unit or institution.

4.2.2 Where a Clinical Academic fails to meet any of the conditions in clauses 4.2 i) or ii), the University retains the right to terminate the Appointment granted. This shall not constitute dismissal.

4.3 A Full-time Clinical Academic is required to participate in the University's Benefits Plan for Clinical Faculty with the exception of those not enrolled in the plan as of June 30, 2009 who elected to remain un-enrolled, and those who have subsequently been given special exemption by the University and the Clinical Teachers' Association.

4.4 ACADEMIC FREEDOM

The essential functions of a university are the pursuit, creation, and dissemination of knowledge through research and other scholarly and creative activities, and by teaching. Academic Freedom is essential to these functions and ensures the right of Clinical Academics to teach, investigate, and speculate, without deference to prescribed doctrine. Furthermore, universities are communities in which the right to criticize all aspects of society is valued and respected. These rights are to be understood as central to the protection of the public interest and the pursuit of truth.

4.4.1 Academic Freedom specifically entails, but is not necessarily limited to, the right to:

a) conduct research and to publish the results thereof in media, and according to a schedule, deemed appropriate by the Clinical Academic(s) concerned, subject to the provisions of any contract with a third party that imposes a delay on the publication of the Clinical Academic's research;

b) teach and discuss;

c) select, acquire, disseminate, or critique documents or other materials in the exercise of the Clinical Academic's academic responsibilities;

d) criticize the university or any corporate, political, public or private institution;

all of the above without deference to prescribed doctrine.

4.4.2 The School and the University agree to uphold and protect the principles of Academic Freedom as specified herein and not to infringe upon or abridge them.

4.4.3 The exercise of Academic Freedom, as described in this Article, shall not cause the imposition of any penalty or reprisal on a Clinical Academic by the School or the University. Neither shall the School or the University countenance the restraint of Academic Freedom or the imposition, arising from its exercise, of any penalties or reprisals upon Clinical Academics by any person, institution, agency, or corporation with whom the School or the University does business, or by any donor to the School or the University, or from any source within the School or the University.

4.4.4 The credibility of the principles of Academic Freedom depends upon a collective commitment to exercise these principles in a manner consistent with the scholarly obligation to base research and teaching on an honest and ethical search for knowledge.

4.4.5 Academic Freedom does not require neutrality on the part of a Clinical Academic nor does it preclude commitment on the part of a Clinical Academic. Rather, Academic Freedom makes such commitment possible. Academic Freedom also carries the responsibility to respect the rights and freedoms of others. In particular, Clinical Academics are expected to recognize the right of other members of the academic community—Clinical Academics, staff, and students—to express their opinions. Academic Freedom does not confer legal immunity or legal defence by the School or the University in respect of positions that may be taken but which are not specifically sanctioned by the School or the University, nor does it diminish the obligation of Clinical Academics to meet their responsibilities to the School or the University.

4.4.6 Members shall not purport to speak on behalf of the School or the University unless specifically authorized to do so. A statement of affiliation with, or position in the University, or of qualifications relevant thereto, shall not be construed as an attempt to speak on behalf of the School or the University. A statement of membership or position in the School or the University shall not be construed as an attempt to speak on behalf of the School or the University.

4.5 CONFIDENTIALITY REQUIREMENTS

All members of any committee mandated under these *Conditions of Appointment for Physicians* will respect the confidentiality of the committee's deliberations, consultations and any other relevant committee activities or proceedings. This constraint will also apply to all other individuals who may from time to time be required to appear before or otherwise be involved in the *in camera* proceedings of any such committee in the capacity of consultant, counsel or academic colleague, witness or party. Limited exceptions exist to the requirement for confidentiality; for example, where a committee member is required by law or policy to report facts including, but not limited to, situations of harassment or discrimination, or where

a person is at risk of doing harm to themselves or someone else in the University community.

4.6 EMPLOYMENT EQUITY

All members of any committee mandated under these *Conditions of Appointment for Physicians* shall undertake the committee's work in compliance with the principles of employment equity. Appointments Committees will use search procedures that endeavour to ensure a diverse applicant pool is generated before proceeding to short-list candidates and identifying the best candidate.

4.7 CONFLICT OF INTEREST AND CONFLICT OF COMMITMENT

Conflict of Interest

4.7.1 All Clinical Academics shall comply with the University's policy on Conflicts of Interest (MAPP 3.4) (See Appendix A-10), or successor, and the Schulich School of Medicine and Dentistry's "Policy and Guidelines for Interactions between Schulich School of Medicine and Dentistry and Pharmaceutical, Biotech, Medical Device, Medical/Dental Supply, and Research Equipment Supplies Industry" (See Appendix A-10) or successor.

4.7.2 Where a Clinical Academic and a student are in a close personal relationship such that there is, or may be perceived to be, a conflict of interest, or inappropriate bias, the Clinical Academic should decline or terminate a supervisory or evaluative role with respect to the student in question, and, when necessary, make appropriate alternative arrangements for the supervision and/or evaluation of the student's work.

4.7.3 No Clinical Academic shall enter into any research program involving human subjects or must declare where there exists an actual, potential or perceived conflict of interest.

Conflict of Commitment

4.7.4. A Full-time Clinical Academic may engage in Part-time professional activities, paid or unpaid, provided that such activities do not constitute a conflict of commitment or interfere with the Member's responsibilities to the University, subject also to the following conditions:

i) when a Clinical Academic's outside activities involve the use of University facilities, supplies and services, their use shall be subject to the prior approval of the Dean or Dean's designate, via the Department Chair. Costs for such facilities, supplies or services shall be borne by the Clinical Academic at prevailing rates.
ii) the approval of the use of University facilities may not signify that such activities count as part of the Clinical Academic's fulfillment of ARC duties.

4.7.4.1 If a Clinical Academic plans to undertake a major external activity which has the potential to interfere with his/her academic duties, the Clinical Academic must disclose the plans and seek approval via the Department Chair from the Dean or Dean's designate to undertake the activity. The disclosure shall be in writing to the Dean and shall include:

a) a description of the nature of the work;
b) an estimate of the time required to perform the work;
c) an estimate of the extent, if any, of the use of University facilities, supplies, support staff or students;
d) a list of any other external activities that have already been approved in that year or which are continuing from an earlier year;

e) an estimate of the impact the activity will have on academic responsibilities; and
f) such other information as may be reasonably required by the Dean to make an informed determination on the matter.

The Dean or Dean's designate shall evaluate the request, in consultation with the Department Chair, to determine the extent to which the activity will enhance or detract from the fulfillment of the academic duties of the Clinical Academic and shall render a decision in writing within ten days. If approval is denied, or offered only on conditions, the Clinical Academic shall be provided with reasons in writing for the decision.

PART II – TERMS AND CONDITIONS APPLICABLE TO FULL-TIME CLINICAL ACADEMICS

Section 5 APPOINTMENT AND REAPPOINTMENT OF FULL-TIME CLINICAL ACADEMICS

5.1 GENERAL:

5.1.1 Appointments for Clinical Academics are made through delegated authority to the Provost (or designate) by the Board of Governors of the University, on recommendation of the Department Committee and the School's Dean.

5.1.2 No Appointment made under Section 5 will be subject to termination either by the University or the appointee prior to the end of the specified term, except and only in accordance with the provisions of these *Conditions of Appointment for Physicians.*

5.1.3 Failure to renew a Limited Term Appointment does not constitute dismissal. Reappointment is neither promised nor guaranteed.

5.1.4 The granting of a Continuing Appointment is conditional upon a determination that the position is needed and that the resources are sufficient to support the position. If there are insufficient resources, a Continuing Appointment will not be granted by the University. (See Clause 6.5.1) If the University determines that the resources are sufficient to support the position, a decision to grant a Continuing Appointment will be based on the record of performance achieved by the candidate in relation to the criteria established.

5.1.5 Full-time status (Limited Term and Continuing Appointments) and Part-time status (Adjunct Appointments) reflect separate and distinct contractual relationships between a Clinical Academic and Western. There is no entitlement to convert between Full-time and Part-time status. This does not restrict an individual's ability to resign from a Full-time or Part-time Appointment and apply for another Appointment of different status.

5.1.5 Full-time Clinical Academics may be required to participate in their Department's Practice Plan, as outlined in the Letter of Appointment, and as amended by the Department Finance Committee from time to time.

5.2 ACADEMIC RANKS, CONTRACT TYPES AND TIME LIMITS:

5.2.1 Academic ranks will be:

Lecturer
Assistant Professor
Associate Professor
Professor

5.2.2 Full-time Appointments will have a contract type of one of:

Limited Term (i.e., a specified period)
Continuing Appointment (i.e., without an end date)

5.2.3 The Department Appointments and Promotions Committee will recommend which rank is granted at the initial Appointment.

5.2.4 Initial Appointment at the rank of Lecturer or Assistant Professor will be for a Limited Term of up to three years.

5.2.5 The total continuous time at the rank of Assistant Professor will not normally exceed seven years. Where the Department recommends the Assistant Professor may be reappointed for a maximum of three additional years (see Clause 6.5.3.1).

5.2.6 Initial Appointment at the rank of Associate Professor may be on a Limited Term or Continuing Appointment basis.

5.2.6.1 An initial Limited Term Appointment at the rank of Associate Professor will be for up to three years. The total continuous time spent on a Limited Term basis at the rank of Associate Professor, including Reappointments, will not exceed five years.

5.2.6.2 An initial Appointment at the rank of Associate Professor with a Continuing Appointment will follow the procedures set out in clause 5.4.5 and the relevant provisions that govern granting of a Continuing Appointment, including Section 6.

5.2.7 Time limits in Clauses 5.2.4 through 5.2.6.1 may be extended through application of the Leave provisions of Section 8 and Reduced Academic Workload provisions under Section 9.

5.2.8 An initial Appointment at the rank of Professor will be made as a Continuing Appointment and will follow the procedures set out in clause 5.4.5 and the relevant provisions that govern granting of a Continuing Appointment, including Section 6.

5.2.9 Requests to be considered early for promotion from one rank to another will only be granted under those exceptional circumstances where the candidate's performance record clearly evidences the promotion standards have been met.

5.3 ACADEMIC ROLE CATEGORIES

5.3.1 There are five Academic Role Categories:

Clinician Teacher
Clinician Educator
Clinician Researcher
Clinician Scientist, and
Clinician Administrator

Each Academic Role Category (ARC) has some or all of the following role components: clinical service which incorporates clinical teaching; teaching; research; role model; health care leadership; general contributions and administration. Each Full-time Clinical Academic will have an ARC which will define the specific weighting of the various role components, and the expectations for performance along with indicators to enable assessment of performance. Participation and expectations in: clinical teaching; research; and service contributions, which include administration, role model, health care leadership and general contributions, are considered in relation to their weighting in the faculty member's ARC. The ARC document can be found at the Clinical Academic Resources and Information webpage (See Appendix A-4) or successor. The ARC for a particular Clinical Academic is established at the time of Appointment and is a condition of holding the Appointment. Changes in the weighting of role components within a given ARC can be amended on consent of the Clinical Academic and Department Chair. Changes to the category of an ARC can only occur through application of the provisions of clauses 5.3.4, 5.3.5, and 5.3.6.

5.3.2 Performance for Full-time Clinical Academics will be based on the expectations outlined in each Clinical Academic's ARC. Performance will be assessed using objective criteria whenever possible. The expectations for performance will increase with increasing rank.

5.3.3 A Clinical Academic may request altered weightings to the components within his or her ARC. Consideration of the request will be given by the Department Chair, in consultation with Division Chairs, if applicable, based on the needs of the University and the relevant Affiliated Hospital/Institution. A Department Chair may also request that a Clinical Academic consider alteration to the weightings of components within the Clinical Academic's ARC. Where the Clinical Academic and the Department Chair agree to alter the weighting of ARC components within the existing ARC, that change will be documented on the Summary page in the Career Development Planning Process. A denial of a request for altered weightings to the components within an ARC is not subject to appeal or grievance.

5.3.4 In exceptional circumstances, a Clinical Academic may request transfer of his/her ARC to a different Academic Role Category. The exceptional circumstances leading to such a request must relate to the academic and clinical needs of the department and the request for a change in ARC must be made at the time such needs are identified to the Clinical Academic. Such a request must be in writing to the Department Chair and must contain a rationale for the change. The relevant procedures for approval of initial Appointments set out in Clauses 5.4.3 to 5.4.5.2 must be followed, except that the appropriate file described in Clause 5.4.5 will be established in accordance with Clause 6.5.8. Consideration will be given, based on the needs of the University and the relevant Affiliated Hospital/Institution.

5.3.5 Should the Chair decline to recommend the Academic Role Category transfer, the Clinical Academic may request that the Dean or designate undertake a review of the decision.

5.3.5.1 Where such a review is to occur, the Clinical Academic and Department Chair are to make written submissions to the Dean or designate, within two weeks of his/her request.

5.3.5.2 Within four weeks of his/her request, the Dean or designate shall consider the submissions and communicate his/her decision whether or not the request should be referred to the Dean, in accordance with Clause 5.4.3.1.

5.3.5.3 Should the Clinical Academic not accept the decision of the Dean or designate, the Clinical Academic may appeal in writing to the Provost, for consideration by the UCAP, within two weeks of the date of receipt of the decision. of the Dean or designate

5.3.6 The Department Chair, following consultation with Division Chairs, if applicable, may request that a Clinical Academic undertake a different ARC. Where the Clinical Academic, Department Chair and Dean support the transfer to a different Academic Role Category, the relevant procedures for approval of initial Appointments set out in Clauses 5.4.3 to 5.4.5.2 must be followed, except that the appropriate file described in Clause 5.4.5 will be established in accordance with Clause 6.5.9. Consideration will be given, based on the needs of the University and the relevant Affiliated Hospital/Institution.

5.3.7 Following a review of a Continuing Appointment under Section 7.3 the Dean may require a Clinical Academic transfer to a different Academic Role Category. The Clinical Academic may appeal this decision, under the appeal procedures set out in Section 7.4.

5.3.8 Should a transfer to a different ARC be approved, it will replace the existing ARC and the Clinical Academic will be given an addendum to his/her Letter of Appointment. A change in ARC will take effect from the date of approval by the Provost and such a change has no impact on other terms and conditions of Appointment, unless stated otherwise in the addendum. For purposes of Section 5.2 governing time limits at a rank or ranks, all time in the different Academic Role Categories shall be included.

5.3.9 Should a transfer to a different Academic Role Category not be approved:

5.3.9.1 An existing Limited Term Appointment will remain in effect until the end of the term, subject to provisions for its termination under these *Conditions of Appointment*.

5.3.9.2 An existing Continuing Appointment will remain in effect, subject to provisions for its termination under these *Conditions of Appointment*.

5.4 PROCEDURES FOR INITIAL APPOINTMENTS

5.4.1 The offer of initial Appointments will follow all relevant University policies and procedures, including the following provisions.

5.4.2 The Department Committee will consider all open academic positions in the Department.

5.4.3 The Department Committee will review the academic record of all applicants for an open academic position and, will make a recommendation concerning the academic rank, the contract type, ARC, and the term of the Appointment of any selected applicant.

5.4.3.1 A positive recommendation for an initial Appointment will be sent to the Dean by the Department Chair within a reasonable period of time.

5.4.4 If a recommendation is sent to the Dean pursuant to Clause 5.4.3.1 for an initial Limited Term Appointment at the rank of Lecturer, Assistant Professor or Associate Professor, the Dean will review the academic record of the candidate and make a recommendation.

5.4.4.1 If the recommendation of the Department Committee and Dean are both positive the recommendations will be sent to the Provost or designate by the Dean within a reasonable period of time for the Provost's approval, in advance of any offer being made.

5.4.4.2 If the Dean has concerns with the recommendation of the Department Committee, the Dean will request a consultation with the Department Chair and at least one member of the Department Committee. If, following this consultation, the Dean is unwilling to recommend the Appointment to the Provost, the Dean will so inform the Department Chair and Department Committee. This decision of the Dean is not subject to grievance or appeal. If, following the consultation, the Dean agrees to recommend the Appointment, the recommendation will be forwarded to the Provost or designate.

5.4.4.3 The Provost will review the academic record, the recommendations of the Department Committee and the Dean. If there are any concerns, the Provost will consult with the Dean and the Department Committee before making a final decision. The decision of the Provost/designate is final and is not subject to grievance or appeal.

5.4.5 If a recommendation is sent by the Department Committee to the Dean pursuant to Clause 5.4.3.1 for an initial Continuing Appointment at the rank of Associate Professor or Professor, the Department Chair will ensure that an appropriate file is established containing the curriculum vitae of the recommended candidate and any letters of reference for the recommended candidate used by the Department Committee along with any other supporting documentation on the recommended candidate's performance (e.g. teaching) which may be available. The Schulich Committee and the Dean or Dean's designate will consider the file and each make a recommendation. Except in the case of Clause 5.4.5.2, the recommendation of the Department Committee, the Schulich Committee and the Dean or Dean's designate will be forwarded to the Provost or designate.

5.4.5.1 The Provost or Provost's designate will review the academic record, and the recommendations of the Department Committee, Schulich Committee and the Dean. If there are any concerns, the Provost or Provost's designate will consult with the Dean and the Schulich Committee before making a final decision. There is no right of grievance or appeal of this decision.

5.4.5.2 If the recommendation to offer Continuing Appointment from both the Dean or Dean's designate and the Schulich Committee are negative, the recommendations will not be forwarded to the Provost or Provost's designate and no Continuing Appointment will be offered. There is no right of grievance or appeal of this decision.

5.4.6 In advance of any offer of Appointment, the Dean must approve the terms and conditions of each offer and a satisfactory employment reference check must be obtained. When the required approvals have been obtained, the Department Chair will undertake negotiations with the candidate in consultation with the Dean.

5.4.7 The Dean, as University designate, and subject to the approval of the Provost, will inform the individual in writing of the terms and conditions of the Appointment which will not conflict with the terms and conditions in the *Conditions of Appointment for Physicians,* and which will include details of the appointee's Academic Role Category.

5.5 SCHULICH MENTORSHIP PROGRAM

The School is committed to academic excellence and in support of this has developed the Schulich Mentorship Program. The Schulich Mentorship Program (see Appendix A-11 for link) provides a mentorship policy and sets out guidelines on how mentorship committees should operate. Under the policy every new Full-time Clinical Academic will be offered a mentorship committee and it is the Clinical Academic's choice whether to participate or not. Although the Schulich Mentorship Program has been developed for Full-time Clinical Academics to foster academic development and enhance academic performance, the responsibility for performance ultimately rests with the Clinical Academic.

5.6 PROCEDURES FOR RENEWAL OF LIMITED TERM APPOINTMENTS

5.6.1 The offer of any Reappointment to a Limited Term Appointment will follow all relevant University policies and procedures, including the following provisions.

5.6.2 By January 31 each year the Departmental Committee shall consider the Reappointment at the same rank of all Clinical Academics with Limited Term Appointments whose current term of Appointment is ending that year, and whose total time at the rank will not exceed the time limits set out in Clauses 5.2.5 and 5.2.6 if re-appointed. The Department Committee shall send a recommendation for each eligible Clinical Academic to the Dean for his or her review and recommendation.

5.6.2.1 If the recommendation of the Department Committee and Dean are both positive, the recommendations will be sent to the Provost or designate by the Dean within a reasonable period of time.

5.6.2.2 If the recommendation of the Department Committee is negative, or if the Dean is considering a negative recommendation, the Dean will request a consultation with the Department Chair and at least one member of the Department Committee. The candidate may attend and may bring an academic colleague. The Dean will inform the Department Chair, the Department Committee and the candidate of the Dean's final recommendation and will forward that recommendation together with the recommendation of the Department Committee to the Provost or designate.

5.6.2.3 The Provost or designate will review the academic record, the recommendations of the Department Committee and the Dean. If there are any concerns, the Provost/designate will consult with the Dean and the Department Committee before making a final decision. The decision of the Provost/designate is final and is not subject to grievance or appeal.

Section 6 PROMOTION OR GRANTING OF A CONTINUING APPOINTMENT FOR FULL-TIME CLINICAL ACADEMICS

6.1 CRITERIA FOR PROMOTION AND/OR GRANTING OF CONTINUING APPOINTMENT FOR FULL-TIME CLINICAL ACADEMICS

6.1.1 Each candidate for promotion and/or the granting of a Continuing Appointment is expected to establish a record of performance demonstrating that the candidate is creating and disseminating knowledge through teaching and research, and

providing leadership. The candidate is expected to establish a record of performance as set out in the expectations in their Academic Role Category document. Assessment of performance will be based on the weight of each Academic Role Category (i.e. clinical teaching, teaching, research, administration, role model, health care leadership, and general contributions as stated in the candidate's ARC).

6.1.2 The performance will be considered with reference to the national and international standards within the candidate's discipline.

6.1.3 A candidate for promotion from one rank to the next rank is expected to have increased quality and impact of academic contributions with each progressive rank.

6.1.4 The performance from one rank to the next rank will demonstrate an expansion of their impact from the local to international arenas with each progressive rank (i.e. Lecturer –loca/regional; Assistant Professor – regional/provincial; Associate Professor – provincial/national; Professor – national/international.)

6.1.5 The rank of Associate Professor is a career rank. To continue as a Full-time Clinical Academic achievement of the rank of Associate Professor is necessary and achievement of the rank of Professor is strongly encouraged.

6.1.6 The rank of Professor is the highest rank that the University can bestow, and its conferral will be in recognition of high achievement. A candidate for Appointment or promotion to the rank of Professor is expected to have established a record of performance that is substantially greater than the record of performance required to achieve the rank of Associate Professor. A Professor is expected to be recognized nationally and/or internationally for his/her expertise. Although high achievement over a sustained period will be expected of a successful candidate for the rank of Professor, length of service alone will not be a criterion for promotion.

6.1.7 A Clinician Administrator will be evaluated with their administrative work categorized as being in the domain of research, education or health care leadership, as appropriate.

6.1.8 At the time of the consideration of a candidate, evidence will be provided to the appropriate committees and to the Provost that the candidate has established a record of performance consistent with the requirements above and in accordance with the following criteria, as relevant to the Academic Role Category.

6.2 CRITERIA TO CONSIDER FROM TEACHING AND ASSOCIATED ACTIVITIES

6.2.1 Performance in Teaching and Associated Activities includes: teaching and\or evaluating undergraduate students, graduate students, post-graduate students, practicing physicians and health care professionals; and education of the public.

6.2.2 Performance in this category may include, but is not limited to, the following:

i) Teaching responsibilities

- Lectures, seminars, clinical teaching
- Supervision of research trainees
- Continuing Education teaching
- Community outreach teaching
- On line teaching

ii) Teaching innovations
- Initiatives to improve didactic and clinical education
- Course design and curriculum development
- Development of effective and innovative teaching resources
- Development of effective and innovative evaluation tools

iii) Evidence of teaching effectiveness
- Course and instructor evaluations
- Awards and recognition
- Student success: scholarships, awards, etc.

iv) Professional development
- Delivering courses on teaching
- Undertaking peer evaluation
- Contributed presentations at professional meetings on teaching: contributed platform presentations on teaching; poster presentations on teaching

v) Educational leadership
- Academic administration, academic planning and policy making
- Academic advising activities (mentoring)
- Teaching of education methods and instructional development
- Board examiner
- Accreditor of academic programs
- Course director

6.2.3 The *Western University Teaching Dossier format,* as produced by Acuity Star or its successor, will be used as the template for compiling evidence of performance in teaching and associated activities. In preparing the promotion dossier, the faculty member is advised to refer to the following documents:

i) Teaching Activity Categories, for a broad list of examples of activities or duties that should be included as items in the Teaching Dossier
ii) Schulich Guide for Clinical Faculty & Information on Teaching Dossier. See Appendix A-7)
iii) The Western policy and examples for constructing a dossier. See Appendix A-8

6.3 CRITERIA TO CONSIDER FROM RESEARCH AND SCHOLARLY ACTIVITIES

6.3.1 For an individual Clinical Academic, the nature, quantity and quality of research and scholarly activities will be assessed within the context of their Academic Role Category and their research area. Performance Indicators may vary by research area.

6.3.2 Research activities may be related to clinical, basic science, health service, education, and evaluation research. Research activities may include, but are not limited to, original research; multi-centre clinical investigation; innovation of new concepts or techniques; invention of medical apparatus; case reports and/or description of the natural history of disease; and knowledge synthesis.

6.3.2.1 Where a Clinical Academic undertakes research as part of his or her ARC, the Clinical Academic is obliged to ensure that, in the dissemination of research, the Clinical Academic's affiliation with The University of Western Ontario is properly

acknowledged and that significant contributions of others to the research are also properly acknowledged.

6.3.3 Performance in this category may include, but is not limited to, the following activities in relation to research (taking into account the norms of the subspecialties and fields):

i) Publication of manuscripts. Performance indicators of impact could include, but are not limited to: journal impact factors; number of citations per year; cumulative number of citations in lifetime and in last 5 years; h-index - in lifetime and in last 5 years; authorship (first/senior author vs co-author). Consideration of multiple indicators is encouraged.

ii) Contributed presentations at scientific meetings: contributed platform presentations; poster presentations

iii) External recognition of research expertise: invited lectures at scientific meetings; visiting professorship[1] to other universities; lectures in other departments; awards (career awards, endowed Chairs); invited book chapters

iv) Research service and leadership: peer-review of manuscripts and grant applications; editorial duties; editorial board of a journal/special issue

v) Knowledge translation: patents and copyrights; commercialization; impact on clinical practice and/or community health

vi) Securing competitive funding for research: internal; external granting agencies; industry. Consideration will be given to the scope of the project and the role of the Clinical Academic (Principal Investigator (PI), co-PI, co-investigator or collaborator)

6.3.4 When the Department is recommending a candidate in the Academic Role Category Clinician Educator, Clinician Researcher or Clinician Scientist be put forward, the written opinion of at least three independent expert referees in the candidate's areas of specialization will be sought to aid the Committee's evaluation of performance in Research and Scholarly activities.

6.3.5 Referees must:

i) be at arm's length from the candidate (not be a relative, close personal friend, current or former colleague, former thesis advisor, research supervisor, grant co-holders, or co-authors in relation to the candidate), subject to the provisions of relational disclosure permitted at Clause 6.5.9 v);
ii) be external to Western University;
iii) hold an academic rank equivalent to or above that being sought by the candidate; and
iv) be proposed on the basis of their ability to assess the quality of the candidate's contributions to the field and whether the candidate should be granted promotion.

6.3.6 In evaluating research, creativity and quality will be assessed as well as quantity.

[1] Visiting Professorship refers to an invited visit to another academic institution for an extended period of time for the purpose of undertaking academic activities.

6.4 CRITERIA TO CONSIDER FROM ROLE MODEL, GENERAL CONTRIBUTIONS AND HEALTH CARE LEADERSHIP

6.4.1 *Performance in Role Model*

6.4.1.1 Physician role models affect the attitudes, behaviours and ethics of learners and health care practitioners. Role models foster professional values in learners, colleagues and patients. (e.g. physicians and other health professionals).

6.4.1.2 Performance in this category may include, but is not limited to, the following:

i) peer recognition as a clinical expert in a discipline, specialty, sub-specialty or an area of clinical research, as indicated by unsolicited referrals from academic colleagues and professional(s) as a whole. (e.g. nominations, awards and other recognitions)

ii) innovation and/or leadership in the development or application of programs for improving health care delivery, quality of care, patient safety and satisfaction and/or quality assurance especially as it relates to linkages with education and the practice of medicine or other health professions

iii) other contributions to the discipline or special area of interest(s) which have promoted scholarship and excellence in the clinical setting (e.g. creation of methods to evaluate outcomes of care)

iv) participation in ethics committees, contribution to the meaningful development of ethical frameworks, demonstrated application of ethical frameworks to a clinical or educational setting (e.g. contribution to the literature, presenting rounds, committees dealing with ethical dilemmas)

v) demonstration of empowering, recognizing and valuing others. (e.g. formal mentoring, nominating others for awards, promotion, providing review of promotion files or other types of recognition)

6.4.2 *Performance in General Contributions*

6.4.2.1 Performance in this category may include, but is not limited to, the following:

i) Meaningful contributions as an active member on committees, task forces, boards and other administrative roles within:

- the Department, Faculty, University
- professional organizations at the local, provincial, national or international level
- community agencies or organizations related to the individual's role at the University
- regulatory or licensing bodies such as the College of Physicians and Surgeons of Ontario, Royal College of Physicians and Surgeons of Canada, College of Family Physicians of Canada, etc.

ii) Elected or appointed leadership roles in committees, task forces, boards and other administrative roles
- at the academic Department, Faculty or University
- within professional organizations at the local, provincial, national or international level

iii) Consultations (e.g. external reviews, accreditation visits) to other academic departments, faculties, universities, government and industry

iv) Recognition for service and/or contributions
- at the Department, Faculty or University level
- in local, provincial, national or international professional organizations, humanitarian and/or global health contributions

6.4.3 *Performance in Health Care Leadership*

6.4.3.1 Health care leadership involves both formal leadership (i.e. a designated leadership role) and informal leadership (i.e. supports, enables and influences change and improvement)

6.4.3.2 Performance in this category may include, but is not limited to, the following:

i) Organization of programs or championing a major health care initiative or leading knowledge transfer initiatives aimed to improve quality of patient care or patient safety

ii) Meaningful leadership contribution to committees, task forces, boards and other administrative roles within health care (e.g. pharmacy and therapeutics committee, medical advisory committee)

iii) Elected or appointed leadership roles in committees, task forces, boards and other administrative roles within health care at the local, regional, provincial, national or international level(s) (e.g. hospitals, community-based organizations, government committees)

iv) Consultations to other health care organizations locally, provincially, nationally or internationally

v) Recognition for service in health care at the local, regional, provincial, national or international level

vi) Meaningful contributions leading to the development and/or implementation of policy and/or guidelines to improve patient care and/or health service delivery

6.4.3.3 Assessments on the meaningfulness of contributions on committees would include consideration of evidence of impact in respect of various aspects of involvement including, but not limited to: preparation,

attendance, participation, contribution to formation of ideas, literature/other program review, writing guidelines, etc.

6.5 PROCEDURES FOR PROMOTION AND GRANTING OF CONTINUING APPOINTMENTS

6.5.1 The following procedures will apply only where the resources and needs of the University (including, but not limited to, departmental, program, and budgetary considerations) are such that extension of a Limited Term Appointment, promotion, or the granting of a Continuing Appointment to a Full-time Clinical Academic has been determined by the University to be feasible; otherwise, a Limited Term Appointment will terminate at the end of the term and the following procedures will not apply.

6.5.1.1 An academic consideration of an Appointment or a promotion or Continuing Appointment will be based on the record of performance in relation to the criteria established in Clauses 6.1 through 6.4.3.3.

6.5.2 Subject to Clause 6.5.1, and contingent upon their initial Limited Term Appointment having been renewed, all Clinical Academics at the rank of Lecturer will be reviewed by the Department Committee for consideration for promotion to Assistant Professor, within three years from the time of first Appointment as a Full-time Clinical Academic.

6.5.3 Subject to Clause 6.5.1 above, and contingent upon their initial Limited Term Appointment having been renewed, all Clinical Academics at the rank of Assistant Professor will be reviewed by the Department Committee for consideration for promotion to Associate Professor with Continuing Appointment, within seven years from the time of Appointment as Assistant Professor at Western.

6.5.3.1 Subject to Clause 6.5.1, Clinical Academics at the rank of Assistant Professor who are not recommended for consideration for promotion to Associate Professor with Continuing Appointment in the seventh year may, contingent upon a recommendation from the Department Committee and Department Chair, and approval of the Dean or Dean's designate and Provost or Provost's designate, have their Limited Term Appointment extended for a maximum of three years. If such extension occurs the Clinical Academic must, subject to Clause 6.5.1, be considered for promotion to Associate Professor with Continuing Appointment in the tenth year.

6.5.4 Subject to Clause 6.5.1 above, and contingent upon their initial Limited Term Appointment having been renewed, Clinical Academics appointed at the rank of Associate Professor on a Limited Term Appointment will be considered for granting of a Continuing Appointment within five years from the time of first Appointment as a Clinical Academic.

6.5.4.1 Failure to achieve Continuing Appointment, within the maximum time limits set out in Section 5.2, will result in no Reappointment as a Clinical Academic. This does not constitute dismissal.

6.5.5 Subject to Clause 6.5.1, Clinical Academics in Limited Term Appointments at the rank of Lecturer, Assistant Professor, or Associate Professor may request early

consideration for promotion or the granting of Continuing Appointment. Such a request shall be reviewed by the Department Committee. The purpose of this review is to determine whether Clause 5.2.10 is satisfied.

6.5.6 Clinical Academics with a Continuing Appointment at the rank of Associate Professor may request consideration for promotion to the rank of Professor. Such a request shall be reviewed by the Department Committee.

6.5.7 Following the review under Clauses 6.5.5 and 6.5.6, the Department Chair will advise the Clinical Academic of the outcome of the review.

6.5.8 Where an Associate Professor has requested consideration for promotion to Professor, but, in the Department Committee's opinion, a consideration is not warranted, the Department Chair will advise the Associate Professor of this decision and provide him/her with written reasons. The Associate Professor may appeal under Section 6.6.

6.5.9 The Department Chair will ensure that an appropriate Promotion File (File) is established for Clinical Academics who have been determined eligible for consideration. The Promotion File will include:

i) a current curriculum vitae (CV) using the Schulich School of Medicine & Dentistry standardized CV[2];
ii) a candidate's statement ;
iii) a teaching dossier as per the University guidelines (see Clause 6.2.3);
iv) evaluations of teaching performance from students and, where possible, from faculty;
v) in the case of a Clinical Academic in the Academic Role Category Clinician Educator, Clinician Researcher or Clinician Scientist, evaluation of research and scholarly activity by confidential reports from at least three independent, arm's length referees external to the University who are experts in the candidate's discipline. The names of External Referees shall be chosen by the Department Committee from a list supplied by the candidate. Names can be added to this list by the Department Committee; where this occurs the candidate will be provided with the names and an opportunity to comment, with the comments being added to the Promotion File. For each name on the list the candidate shall supply in writing for the File any prior history of contact with the prospective External Referee, and shall refrain from contacting any of the names while consideration of the File is in process. Letters to the External Referees chosen by the Departmental Committee will be sent from the Department Chair's Office and External Referees' responses must be directly received by the Department Chair's Office for them to be included in the File;
vi) evaluation of performance in other relevant criteria. This evaluation will include reports of peers;
vii) recommendations from each of the Department Chair and Department Committee and the Chair of any Department the candidate is cross-appointed to;
viii) the candidate's current ARC and any past ARC, including the weightings of the components; and

[2] The standardized CV format is that which is provided in the Acuity Star software or its successor.

ix) the Career Development Plan Summary Page(s) of all reviews, done in accordance with Section 7.2, involving Career Development Plans generated since the Clinical Academic's initial Appointment, or for individuals being considered for promotion to Professor, the outcome of reviews involving Career Development Plans generated since the candidate was granted Continuing Appointment.

x) The candidate's Appointment letter and any addendum or amendment to the Appointment letter;

xi) any arrangement regarding Reduced Academic Workload

6.5.9.1 It is the Clinical Academic's responsibility to provide the items required to complete the Promotion File within four weeks of any request by the Department Chair that the Clinical Academic do so.

6.5.9.2 Once the Clinical Academic has signed the table of contents for the Promotion File, no further documentation shall be added to the File, except by mutual agreement of the Clinical Academic upon approval by the Dean in consultation with the Department Committee and Department Chair or as required by Section 6.5

6.5.9.3 Any letters solicited from External Referees that arrive after the table of contents has been signed by the Clinical Academic and before the Department Committee meets to begin its consideration and evaluation of the File shall be added to the File. In such circumstances, the Clinical Academic shall be given the opportunity to examine and copy the letter(s) (subject to the provisions of Clause 6.5.9.4) at least seventy-two hours before the Department Committee meets to begin its consideration and evaluation of the File.

6.5.9.4 A Clinical Academic shall have the right to a copy of any document in his/her Promotion and/or Continuing Appointment File, including the letters of evaluation from the External Referees. However, in accord with the University's policy of maintaining confidentiality, before the Clinical Academic receives a copy of a letter from an External Referee or other person, all traces of the letter's place of origin and authorship shall be removed.

6.5.10 The Department Chair and the Department Committee will consider the File and will make a recommendation. The recommendation will be added to the Promotion File. If the recommendation of the Department Chair is at variance with that of the Department Committee, the Department Chair will inform the Committee and will make a separate recommendation. The candidate will be informed of these recommendations by October 1st.

6.5.10.1 The recommendation will normally be forwarded to the Dean by the Department Chair with the Promotion File by October 1st. The Dean or Dean's designate and the Schulich Committee will review the Promotion File and Department level recommendations with a view to preserving a similarity of standards from department to department.

6.5.10.2 Following their consideration of the File the Dean or designate and the Schulich Committee will make a recommendation. The recommendation will be added to the File. If the recommendation of the Dean or Dean's designate is at variance with that of the Schulich Committee, the Dean or Dean's designate will inform the Committee and make a separate

recommendation. The recommendation will normally be sent in writing to the candidate and to the Department Chair by December 1st.

6.5.11 Normally by April 1, the Dean or Dean's designate will forward both Department and Faculty level recommendations with the File to the Vice-Provost (Academic Planning, Policy and Faculty). Within six weeks of receipt, the Vice-Provost (Academic Planning, Policy and Faculty) shall review the File and each of the recommendations and make a decision whether or not to grant Continuing Appointment and/or Promotion.

6.5.11.1 A statement of reasons for the decision of the Vice-Provost (Academic Planning, Policy and Faculty) will be provided to the Schulich Committee, Department Committee, Department Chair, and to the candidate. The candidate will have the right to appeal this decision under Section 6.7**.**

6.5.12 Those making recommendations under Clauses 6.5.10 and 6.5.10.2, or decisions under Clause 6.5.11 may, at their own election, request additional written information or an in-person consultation (or both) with the candidate in advance of making their recommendations or decisions. If a negative recommendation is being considered at the Department or Faculty level, the candidate must be given written notice of the areas of concern, and an opportunity to make submissions in person or in writing before the Committee's or Department Chair's recommendation is finalized. Any documentation requesting information or consultation, and any documentation supplied by the candidate will be placed in the File.

6.5.13 A candidate for Continuing Appointment or Promotion may withdraw his or her File at any time prior to receipt of the decision of the Vice-Provost (Academic Planning, Policy and Faculty).

6.5.14 The candidate may seek the assistance and support of an Academic Colleague during this process and the Academic Colleague may attend any in-person meeting in relation to the consideration of the Candidate's File.

6.5.14.1 Clinical Academics at the rank of Associate Professor who are not successful in a consideration for promotion to the rank of Professor may not be re-considered for promotion until three years from the last consideration, unless invited by the Dean.

6.6 APPEAL OF AN INITIAL NEGATIVE REVIEW BY THE DEPARTMENT IN ACCORDANCE WITH CLAUSE 6.5.8

6.6.1 A Clinical Academic at the rank of Associate Professor with Continuing Appointment who has requested consideration for promotion to Professor, but whose request was denied by the Department Committee under Clause 6.5.8 may appeal the decision on either substantive or procedural grounds as follows:

6.6.1.1 Within one week of receipt of the letter giving notice of the Department Committee's decision, the Clinical Academic (Appellant) shall deliver to the Department Chair a request for a meeting with the Department Chair and Department Committee. The letter must include reasons for the request and any additional documentation that the Appellant intends to rely on. The meeting will be held within two weeks of the Department Chair's

receipt of the request. The Appellant may be accompanied by an Academic Colleague. Following the meeting, the Department Chair and Department Committee will confirm or revise the initial decision that the case does not warrant further consideration for promotion. The Appellant will be notified of the decision within one week of the consultation. The Appellant may further appeal this decision to the Schulich Committee under Clause 6.6.1.2.

6.6.1.2 Within four weeks from receipt of the notice in Clause 6.6.1.1 the Appellant must provide a written appeal request to the Chair of the Schulich Committee. The request shall include prior decision letters, shall state all grounds of appeal, and shall include any documentation the Appellant intends to rely upon. The Schulich Committee will meet to hear the appeal within four weeks of receipt of the request. The Appellant, the Department Chair, and at least one representative from the Department Committee will be invited to attend. The Appellant may be accompanied by an Academic Colleague. Following the meeting, if the Schulich Committee agrees that the Appellant's case for promotion warrants further consideration, the Department will be instructed to establish a promotion file and the procedures set out in Clauses 6.5.9 to 6.5.14 will be followed. If the Schulich Committee upholds the decision of the Department Chair and Department Committee that further consideration of the Appellant's case for promotion is not warranted, no promotion file will be established and no further consideration will be given to the case that year. The Appellant shall be informed of Schulich's decision, with written reasons, within one week of the meeting. The Schulich Committee's decision is not subject to grievance or further appeal.

6.7 APPEAL OF NEGATIVE DECISION FOR PROMOTION OR GRANTING OF A CONTINUING APPOINTMENT BY THE VICE-PROVOST (ACADEMIC PLANNING, POLICY AND FACULTY) UNDER CLAUSE 6.5.11

6.7.1 A negative decision of the Vice-Provost (Academic Planning, Policy and Faculty) for promotion and/or granting of Continuing Appointment may be appealed to the University Committee on Appeals for Physicians (UCAP) and the Provost.

6.7.2 Such an appeal will be made in writing and delivered to the Office of the Provost within four weeks from the date of the letter giving notification of the final decision giving rise to the appeal. The appeal shall state all grounds of appeal and shall include any documents the Appellant intends to rely upon beyond the Promotion/Continuing Appointment File ("the File").

6.7.3 The UCAP will review the File and documentation submitted by the Appellant. The UCAP may request further statements from the Appellant, Department Chair, Department Committee, Dean or Dean's designate or Schulich Committee, and the Vice-Provost (Academic Planning, Policy and Faculty). The Appellant may be accompanied by an Academic Colleague. The UCAP will make findings and recommendations and will communicate those findings and recommendations in writing to the Provost.

6.7.4 The Provost will review the File, the request for appeal, the findings and recommendations of the UCAP and shall make a decision. This decision is final and is not subject to grievance or further appeal.

6.7.5 The decision of the Provost will include reasons and will be forwarded to the Appellant in writing, with copies to the UCAP Chair, the Dean, and the Department Chair.

Section 7 ANNUAL REVIEWS AND REVIEW OF APPOINTMENTS

7.1 Each Clinical Academic must maintain a minimum standard of performance in accordance with the criteria set out in Sections 6.1 through 6.4.3.3, as applicable.

7.2 ANNUAL REVIEW

7.2.1 The Department Chair and/or Division Chair is responsible for reviewing the performance of each Clinical Academic in the Department through the Career Development Planning process (See Appendix A-9 for link). This review will involve an evaluation of the Clinical Academic's performance relative to his/her Academic Role Category and departmental needs, objectives and priorities. The outcome of all such reviews will be sent to the Dean, after review by the Department Chair where relevant, by June 30 of each year. The Career Development Plan Summary Page(s) of such reviews will also be added to the Promotion and Continuing Appointment File of each Clinical Academic.

7.2.2 The periodic review of the record of performance of a Clinical Academic will be undertaken by the Department Chair or designate, or by the Dean or Dean's designate if the Clinical Academic is the Department Chair, or if the Department Chair has a conflict of interest arising from the professional or other relationship with the Clinical Academic being reviewed.

7.2.2.1 Clinical Academics with Limited Term Appointments will have annual performance reviews in respect of the prior academic year.

7.2.2.2 Clinical Academics with a Continuing Appointment will have performance reviews every other year, or on request by the Department Chair or the Clinical Academic, in respect of the period since the last assessment.

7.2.3 An academic review will be based on the record of performance achieved by the candidate in relation to the criteria established in Clauses 6.1 through 6.4.3.3.

7.2.4 If the Department Chair, in consultation with the Division Chair, if applicable, determines that a Clinical Academic's record of performance fails to meet minimum standards, the Department Chair or designate will inform the Clinical Academic in writing specifying the area(s) which require improvement. The Clinical Academic may, within four weeks, respond in writing, providing additional information. All such correspondence will be copied to the Dean.

7.2.5 If, following review of any submissions by the Clinical Academic, the Department Chair, in consultation with the Division Chair, if applicable, continues to be of the view that the Clinical Academic has failed to maintain a minimum standard of performance, the Department Chair and Dean or designate shall meet with the Clinical Academic. At this meeting, the parties will discuss a development plan along with resources and mentoring available, and milestones and goals for improvement. The outcome of this discussion will be documented by the

Department Chair and a copy will be provided to the Clinical Academic and the Dean. The Career Development Planning process will be used to evaluate the Clinical Academic's performance at the end of the development plan period. If the Department Chair is of the view that the Clinical Academic has failed to reach the minimum standard of performance then a review of the Appointment will be initiated by the Department Chair upon written notice to the Clinical Academic. A Review File will be established containing items described in Clause 6.5.9 and documents created under this Clause.

7.3 REVIEW OF APPOINTMENT

7.3.1 The Department Committee, chaired by the Vice Dean (Faculty Affairs) or designate, and including the Department Chair, will review the Review File within two months of the date of the written notice to the Clinical Academic. The Clinical Academic will be invited to make oral or written submissions to the Committee. The Department Chair, and Department Committee, will each make a separate recommendation regarding whether the minimum standard of performance has been maintained, with reasons. Where the minimum standard of performance has not been maintained, these recommendations may also include proposals for remediation or response, with reasons. Recommendations will be sent in writing to the Clinical Academic, to the Department Chair, Department Committee and Dean within two weeks of the review. The Dean shall consider the recommendations and shall make a decision as to whether the minimum standard of performance has been reached, and what if any remediation or response shall occur.

7.3.1.1 If the decision of the Dean is that a minimum standard of performance has been maintained, the Appointment will continue, subject to future reviews under this Section, or other termination provisions under *Conditions of Appointment*.

7.3.1.2 If the decision of the Dean is that the minimum standard of performance has not been maintained and the response is to suspend or terminate the Clinical Academic's Appointment, the Dean will make that recommendation with reasons, to the Vice-Provost (Academic Planning, Policy and Faculty) with a copy to the Clinical Academic, Department Chair and Department Committee. Upon approval by the Vice-Provost (Academic Planning, Policy and Faculty), a notice of suspension or termination will be given to the Clinical Academic, with a copy to the Department Chair. The Clinical Academic will have the right to appeal the decision to suspend or terminate the Appointment, arising from a Review of Appointment, to the University Committee on Appeals for Physicians and the Provost under Section 7.4.

7.4 APPEAL OF A DECISION TO SUSPEND OR TERMINATE FOLLOWING REVIEW OF CONTINUING APPOINTMENT UNDER CLAUSE 7.3.1.2 OR TO REQUIRE TRANSFER TO A DIFFERENT ARC UNDER CLAUSE 5.3.6.

7.4.1 A decision of the Vice-Provost (Academic Planning, Policy and Faculty) to suspend or terminate a Clinical Academic's Appointment following a review of a Continuing Appointment, or a decision of the Dean to require a Clinical Academic to transfer to a different ARC under Clause 5.3.6, may be appealed by the Clinical Academic to the University Committee on Appeals for Physicians (UCAP) and the Provost.

7.4.2 Such an appeal will be made in writing and delivered to the Office of the Provost within four weeks from the date of the letter giving notification of the final decision giving rise to the appeal. The appeal shall state all grounds of appeal and shall include any documents the appellant intends to rely upon.

7.4.3 The UCAP will review the relevant documents. The UCAP may request further statements from the Appellant, Department Chair, Department Committee, Dean or Dean's designate or Schulich Committee, and the Vice-Provost (Academic Planning, Policy and Faculty). The UCAP will make findings and recommendations and will communicate those findings and recommendations in writing to the Provost.

7.4.4 The Provost will review the File, the request for appeal, the findings and recommendations of the UCAP and shall make a decision. This decision is final and is not subject to grievance or further appeal.

7.4.5 The decision of the Provost will include reasons and will be forwarded to the Appellant in writing, with copies to the UCAP Chair, the Dean, and the Department Chair.

Section 8 LEAVES

8.1 LEAVES OF ABSENCE (including study/research leave)

8.1.1 Except in the case of study/research Leave, a Leave of Absence is a full cessation of academic work, while retaining employment, for a temporary agreed upon period. Leaves are not intended to allow cessation of academic work in order to permit an increase to clinical workload.

8.1.2 Leave of Absence provisions do not apply to Pregnancy, Parental/Adoption Leave (see Section 8.2), Compassionate Leave (see Section 8.3) or Sick Leave (see Section 8.4).

8.1.3 A Clinical Academic is eligible to apply for a Leave of Absence from academic responsibilities, including leave to pursue or renew research interests under the following conditions:

i) the University has determined that the Leave of Absence will not interfere with the ability of the Department or Division to meet its academic and/or operational requirements;
ii) arrangements for leave from hospital or institute responsibilities are negotiated with the hospital or institute; and
iii) financial and resource arrangements are negotiated with all agencies involved in the Appointment.

8.1.4 Requests for Leave of Absence will be made in writing to the Department Chair (or in the case of the Chair to the Dean), with a copy to the Division Chair, if applicable, as far as possible in advance of the Leave start date.

8.1.5 The Leave of Absence requires approval by the Department Chair (in consultation with the Division Chair, where applicable), the Dean or Dean's designate and the Provost or Provost's designate.

8.1.6 A Leave of Absence will be without pay for academic duties, unless the purpose of the Leave is for study/research and the parties agree in writing on the level of remuneration and benefits to be provided in that circumstance.

8.1.7 Leaves for the following purposes will be granted in accordance with the *Employment Standards Act*.

i) Family Medical Leave
ii) Organ Donor Leave
iii) Family Caregiver Leave
iv) Critically Ill Child Care Leave
v) Crime-related Child Death or Disappearance Leave
vi) Personal Emergency Leave
vii) Emergency Leave, Declared Emergencies
viii) Reservist Leave
ix) any other Leave entitlement under the *Employment Standards Act*

8.1.8 A Clinical Academic may elect to pay the cost of benefits during the period of the Leave of Absence.

8.1.9 A Leave of Absence will not normally exceed one year. This restriction may be modified in individual cases by the Provost or designate, on recommendation from the Dean at the request of the Clinical Academic to the Dean, through the Department Chair.

8.1.10 A Full-time Limited Term Appointment Clinical Academic who has taken an approved Leave of Absence of twenty-four (24) weeks or more for reasons other than study/research, will have a pause in their appointment. The remaining time in the appointment will resume upon return to work, resulting in a revised contract end date and consideration for Continuing Appointment timeline by one additional year. A Clinical Academic with such a timeline pause may be considered early in accordance with the provisions for Promotion and granting of Continuing Appointment.

8.1.11 The agreed upon terms of the Leave of Absence, including duration, compensation and benefits provisions, and special provisions under clause 8.1.10 will be reduced to writing, signed by the parties and included in the Clinical Academic's personnel file.

8.1.12 Where a Clinical Academic taking leave under this Section has an Affiliated Hospital/Institution appointment, the Chair shall report the leave to the relevant Affiliated Hospital/Institution, to the College (CPSO) and to the Academic Medical Organization of Southwestern Ontario (AMOSO) as appropriate.

8.2 PREGNANCY AND PARENTAL/ADOPTION LEAVE

8.2.1 A Clinical Academic is entitled to take Pregnancy Leave, and/or Parental/Adoption leave, in accordance with the *Employment Standards Act.*

8.2.2 Pregnancy Leave and Adoption leave must begin no later than the date that the child is born or the parent has custody of the child. Parental leave may begin any time within 78 weeks following the birth of the child or the date the parent has custody of the child.

8.2.3 A Clinical Academic who is planning a Pregnancy or Parental/Adoption Leave should advise his/her Department Chair and Division Chair, if applicable, as soon as possible, but no later than the time required under the *Employment Standards Act*, in order to allow for coverage for the academic responsibilities to be arranged.

8.2.4 A Full-time Clinical Academic who belongs to the University's Clinical Faculty Benefits program may be eligible for continuation of all or part of compensation payable by the

University during a Pregnancy, Parental/Adoption Leave.

8.2.5 University income replacement benefits will only be payable if the eligible employee is entitled to employment insurance benefits.

8.2.6 Where a Full-time Clinical Academic has taken a Pregnancy, Parental/Adoption Leave such that the combination of the leaves is for 24 to 76 weeks or 76 weeks more, the Clinical Academic Limited Term Appointment timeline for his/her consideration for Continuing Appointment will pause. The timeline will resume upon return to work, resulting in a timeline revised by one or two additional year(s) respectively. A Clinical Academic with such a timeline revision may be considered for Continuing Appointment early in accordance with the provisions for Promotion and Continuing Appointment.

8.2.7 The agreed upon terms of the Pregnancy, Parental/Adoption Leave, including duration, compensation and benefits provisions, and special provisions under Clause 8.2.6 will be reduced to writing, signed by the parties and included in the Clinical Academic's personnel file.

8.2.8 Where a Clinical Academic who is on leave under this Section has an Affiliated Hospital/Institution appointment, the Chair shall report the leave to the relevant Affiliated Hospital/Institution, to the College (CPSO), as appropriate.

8.3 COMPASSIONATE LEAVE

8.3.1 A Clinical Academic may make a request for Compassionate Leave. Such a request will be directed to the Chair (and the Division Chair where applicable) and will specify the expected duration of the Leave, and the reasons for requiring the Leave. Compassionate Leaves must be approved by the Department Chair, in consultation with the Division Chair.

8.3.2 Compassionate Leaves will not typically exceed one month in duration. Should more extended leaves or reduced work commitments be required, the Clinical Academic may make a request, with reasons, to the Department Chair and the Division Chair, where applicable. Any such arrangements must be approved by the Dean.

8.3.3 Compassionate Leave will be unpaid unless the Department Practice Plan has specific provisions for it.

8.3.4 The agreed upon terms of the Compassionate Leave, including duration, and compensation and benefits provisions will be reduced to writing, signed by the parties and included in the Clinical Academic's personnel file.

8.3.5 Where a Clinical Academic who is on leave under this Section has an Affiliated Hospital/Institution appointment, the Chair shall report the leave to the relevant Affiliated Hospital/Institution, to the College (CPSO) and to AMOSO as appropriate.

8.4 SICK LEAVE

8.4.1 Where a Clinical Academic is unable to undertake his/her academic responsibilities due to personal illness or injury, he/she may be eligible for Sick Leave.

8.4.2 Where Sick Leave is required, the Clinical Academic will advise his/her Chair, and Division Chair where applicable, as soon as possible.

8.4.3 The University reserves the right to require medical documentation of illness or injury and/or information relevant to the Clinical Academic's ability to attend and perform work, either from the Clinical Academic's health care professional and/or from an Independent Medical Assessment by a health care professional approved by the University. Any cost associated with an Independent Medical Assessment required by the University will be borne by the University.

8.4.4 Where a short term sick leave has been approved by the University, a Full-time Clinical Academic will continue to receive any base salary paid by the University, at the cost of the Department, for a period of up to 105 days, unless otherwise restricted in his or her Practice Plan.

8.4.5 A Full-time Clinical Academic participating in the University's Clinical Faculty Benefits Program may be eligible for an insured benefit in cases of long-term disability (more than 105 days). Inquiries should be made to Human Resources.

8.4.6 Where a Full-time Clinical Academic has taken an approved Sick Leave for a period equivalent to 24 weeks or more, the timeline for his/her consideration for Continuing Appointment will pause. The timeline will resume upon return to work, resulting in a timeline revised by one additional year. A Clinical Academic with such a timeline revision may be considered for Continuing Appointment early in accordance with the provisions for Promotion and Continuing Appointment.

8.4.7 The occurrence of a Sick Leave requiring special provisions under Clause 8.4.6 shall be noted in the Clinical Academic's personnel file.

8.4.8 Where a Clinical Academic who is on leave under this Section has an Affiliated Hospital/Institution appointment, the Chair shall report the leave to the relevant Affiliated Hospital/Institution, to the College (CPSO) and to AMOSO as appropriate.

Section 9 REDUCED ACADEMIC WORKLOAD

9.1 The academic workload of a Full-time Clinical Academic may be reduced from Full-time to less than Full-time (not normally less than .5 FTE) for a specified period in accordance with the University's policy on *Reduced Academic Workload for Clinical Academics.*

9.1 A Reduced Academic Workload applies to academic responsibilities only, and may allow for a re-balancing of the proportions of a Clinical Academic's efforts devoted to each of their assigned Academic Role Categories. A Reduced Academic Workload will not be granted to enable a Clinical Academic to increase his or her commitment to clinical practice.

9.2 Any Reduced Academic Workload arrangement must be agreed upon by the Clinical Academic, the Department Chair, the Dean and the Provost or designate, in writing, and in advance.

9.3 As part of the request for Reduced Academic Workload, the Clinical Academic may request a revision of the time limit for promotion and/or granting of a Continuing Appointment. The maximum timeline revision requested or granted will be equivalent in time to the foregone workload period under the Reduced Academic Workload arrangement. For example, two years at 50% workload would be equivalent to one year of foregone workload and would yield a one year extension. Only completed years of foregone workload will be considered for the timeline revision.

9.4 Academic remuneration and eligibility for pension and benefits will be provided in accordance with the University's policy on *Reduced Academic Workload for Clinical Academics* and will be documented in the Reduced Academic Workload agreement.

Section 10 VACATION

10.1 Full-time Clinical Academics are entitled to vacation each academic year (July 1-June 30) in accordance with his or her Practice Plan, subject to legislative minimums, unless restricted by other contractual arrangements.

10.2 Unused vacation time cannot be carried over into a subsequent year and is deemed to be taken in the year in which it accrued, except in exceptional circumstances, with prior written agreement of the Department Chair or designate, a Clinical Academic can carry up to 5 days into the year following the year it was earned.

10.3 Clinical Academics will not be compensated for unused vacation.

10.4 Notice of scheduled vacation will be given in advance to the Department Chair or designate. The parties will ensure operations are adequately covered.

Section 11 DISCIPLINE

11.1 DEFINITIONS

"Disciplinary Suspension" is a condition in which a Clinical Academic is temporarily debarred, in whole or in part, from his or her university Appointment and/or the duties, functions and privileges pertaining to that Appointment.

"Dismissal" means the termination of an Appointment by the University without the consent of the Clinical Academic, but does not include: resignation or retirement; the decision not to renew a Limited Term Appointment; the decision not to grant a Continuing Appointment; the decision to end a Continuing Appointment under Section 7.

11.2 DISCIPLINE PROCESS

11.2.1 A Clinical Academic may be disciplined only for just cause (as defined by law) and after a determination by the University that discipline of the Clinical Academic is warranted. Disciplinary action shall be consistent with the principle of progressive discipline, commensurate with the seriousness of the offense.

11.2.2 Discipline may include, but is not limited to, warnings and reprimands, disciplinary suspension (with or without pay), or dismissal for cause.

11.2.3 Discipline may arise as a result of a single incident or pattern of behaviour including, but not limited to, misconduct, insubordination, illegal behaviour, policy non-compliance, culpable absenteeism or failure to adequately perform academic duties.

11.2.4 Where a Department Chair or Dean is of the view that grounds for discipline exist, he or she shall consult with the Office of the Dean and the Office of Faculty Relations.

11.2.5 If an investigation of allegations is warranted, the University will provide written notice to the Clinical Academic of the allegations supporting the case for discipline.

11.2.6 The University will undertake an investigation of the facts underlying the allegations, during which time the Clinical Academic will have opportunity to make submissions, in person and/or in writing to the investigator.

11.2.7 Following the investigation, the findings will be provided to the Clinical Academic together with the proposed discipline, and he/she will be invited to a meeting to make submissions in respect of the findings and proposed discipline. The Clinical Academic may bring an Academic Colleague to this meeting.

11.2.8 The Dean or designate and the Vice-Provost (Academic Planning, Policy and Faculty) or designate shall review the findings and any submissions made by the Clinical Academic and shall make a decision as to discipline.

11.2.9 The Clinical Academic will be advised of the discipline in writing. Decisions in relation to discipline may be grieved under Section 14.

11.2.10 Where a person who is suspended or dismissed under this Section has an Affiliated Hospital/Institution appointment, the Department Chair shall report the disciplinary suspension or dismissal to the relevant Affiliated Hospital/Institution, to the College (CPSO) and to AMOSO as appropriate.

Section 12 EMERGENCY SUSPENSION

12.1 Emergency Suspension entails the temporary removal of some or all of a Clinical Academic's academic duties without the Clinical Academic's consent. Emergency Suspension may occur:

i) to avoid physical harm, detriment, damage or loss to people or property associated with the University;
ii) where there is a suspension of any appointment of the Clinical Academic as a member of the medical staff of the Affiliated Hospital/Institution;
iii) where there is a suspension or restriction of the privileges of the Clinical Academic by the Affiliated Hospital/Institution; or
iv) where there is a revocation of the Clinical Academic's registration in the College of Physicians and Surgeons of Ontario (or any successor body)
v) such that the University determines they should not be engaging in academic duties.

12.2 The Provost or designate shall determine whether an Emergency Suspension is warranted and whether such suspension shall be with or without pay (for academic duties).

12.2.1 Where Emergency Suspension is effected, the Provost or designate will immediately inform the Clinical Academic, in writing, of the decision with reasons, and any terms or conditions of the suspension. This decision is final and is not subject to grievance or appeal. A copy of the notice will be sent to the Dean and Department Chair.

12.2.2 The suspension of a faculty member will be for a period no longer than necessary to protect against the threat identified in Clause 12.1.

12.3 Where a Clinical Academic on Emergency Suspension has an Affiliated Hospital/Institution appointment, the Department Chair shall report the Emergency

Suspension to the relevant Affiliated Hospital/Institution.

Section 13 TERMINATION OF APPOINTMENT

13.1 *Dismissal with Cause*: The University may dismiss a Clinical Academic from his/her faculty Appointment as a result of the discipline process in Section 11. The dismissal shall be without notice or severance. Such decisions may be grieved under Section 14.

13.2 *Termination of Administrative Post*: Where a Clinical Academic has been appointed to an administrative post, such an appointment may be terminated by the Provost or designate on thirty (30) days notice to the incumbent.

13.3 *Resignation*: The Appointment and contractual arrangements applying to a Clinical Academic may be terminated by the Clinical Academic by giving three months' notice in writing to the University.

13.3.1 Notwithstanding the above, where the Clinical Academic is given a shorter notice of the termination of his/her appointment at their Affiliated Hospital/Institution, the Clinical Academic shall be expected to give notice to the University of the resignation from their academic Appointment immediately thereafter.

13.3.2 Normally, all resignations will become effective at the end of the academic year, June 30.

13.4 *Retirement*: Clinical Academics are expected to give at least 12 month’s written notice of retirement to the Dean. In compassionate or extraordinary circumstances the Dean may waive all or part of the notice period. Notwithstanding the above, where the

Clinical Academic is given a shorter notice of the termination of his/her Appointment at their Affiliated Hospital/Institution, the Clinical Academic shall be expected to give notice to the University of retirement from their academic Appointment immediately thereafter.

13.4.1 Professor Emeritus Designation

13.4.1.1 A Full-time Clinical Academic with at least five years in a Regular Full-time Appointment and with rank at Associate Professor or Professor shall be granted "Emeritus/a" designation upon retirement, and shall hold this designation for life, subject to the conditions outlined hereafter. Candidates have the right to decline this designation by written notification to the President.

13.4.1.2 In exceptional cases, where an individual does not meet the five year requirement and retirement occurs on medical grounds, the Dean may make a recommendation to the Vice-Provost, Academic Planning, Policy and Faculty) or designate for the conferment of the appropriate "Emeritus/a" designation. The Provost or designate shall have the authority to make this designation.

13.4.1.3 All recipients of the "Professor Emeritus/a" designation shall be accorded the following privileges:

i) they shall be named and identified in the calendar as "Professor Emeritus/a" within the departmental listing of academic staff.

ii) they shall be invited to all Convocations and other public events of the University, to which all faculty are invited, and may elect to take part in Convocation processions of the Faculty.

iii) all social areas of the University campus will be open to them on the same basis as to active faculty members.

iv) they shall be provided with identification cards and accorded full library privileges.

v) they shall be permitted to park free of charge at all times in designated parking lots and at all metered parking spaces, and at other parking facilities at any time on weekends and holidays, and between 5:00pm and 6:00 am every working day; and

vi) a Professor Emeritus/a who is a member of the School of Graduate and Post-doctoral Studies shall be eligible to vote for representatives of the School of Graduate and Post-doctoral Studies to the Senate. (Ballots will be mailed to the Emeritus Professors' home Departments.)

13.5 *Breach of Condition:* The revocation or suspension of any appointment of the Clinical Academic as a member of the medical staff of the Affiliated Hospital/Institution; the dismissal, suspension, or restriction of the privileges of the Clinical Academic by the Affiliated Hospital/Institution; or the revocation of the Clinical Academic's registration in the College of Physicians and Surgeons of Ontario (or any successor body) constitutes a breach of a condition of the academic Appointment. In such cases the University may elect to terminate the academic Appointment without notice or penalty.

13.6 *Notice of Termination to Affiliates/Professional Bodies*: Where a Clinical Academic whose Appointment is terminated (through dismissal, resignation, retirement, or breach) under this Section has an Affiliated Hospital/Institution appointment, the University shall report the termination of the academic Appointment to the relevant Affiliated Hospital/Institution, to the College (CPSO), and to AMOSO as appropriate.

Section 14 GRIEVANCE

14.1 GENERAL

14.1.1 A Clinical Academic may grieve the following matters in relation to his/her Appointment with the University:

i) disciplinary decisions under Section 11;
ii) failure to receive a term or condition of Appointment as set out in the *Conditions of Appointment for Physicians* or the Clinical Academic's letter of Appointment;
iii) a breach of procedure under *Conditions of Appointment for Physicians.*

14.1.2 Grievances related to Disciplinary Suspension shall commence at Step 2. All other grievances shall commence at the Informal Resolution Step.

14.1.3 Any time limits in Section 14 may be extended by agreement between the Parties. If the Grievor fails to act within the time limits set out at any of the stages or steps of the Grievance procedure and has not within that period requested and been granted an extension of time from the Employer, the Grievance will be considered abandoned. If the Employer or its

representative(s) fail(s) to reply to a Grievance within the time limits set out at any of the stages or steps of the Grievance or Arbitration procedure, and has not within that period requested and been granted an extension of time from the Grievor, the Grievor may submit the Grievance to the next step of the procedure.

14.1.4 One or more steps in the Grievance procedure may be omitted upon the written agreement of both Parties, with permission of the Office of Faculty Relations.

14.2 INFORMAL RESOLUTION

14.2.1 A Grievor must attempt to resolve a dispute by informal discussion with his/her Department Chair before the initiation of a formal Grievance. The Grievor must contact the Department Chair within one hundred and eighty (180) days of when the Grievor knew or ought reasonably to have known of the circumstance giving rise to the grievance. A meeting shall be convened by the Chair in order to deal with the matter. The Grievor has the right to have an Academic Colleague present at this meeting.

14.2.2 Should the Department Chair be in a conflict of interest, the Dean shall designate a substitute.

14.2.3 If the dispute is resolved at the informal stage, the matter shall be reduced to writing by the Department Chair within ten (10) working days of the meeting at which the complaint was discussed and the Grievor's signature shall confirm his/her acceptance of the resolution. All settlements at the informal stage are without prejudice or precedent. A copy of this document shall be forwarded to the Office of the Dean and the Office of Faculty Relations.

14.2.4 If the Grievor and the Department Chair cannot resolve the dispute, the Department Chair shall, within ten (10) working days of the informal meeting, forward in writing to the Grievor reasons for denying the complaint. A copy of this document shall be forwarded to the Office of the Dean and the Office of Faculty Relations.

14.2.5 If the Grievor fails to respond to any request for a meeting relative to the informal complaint within fifteen (15) working days of the delivery of notification of such a request, the Grievor shall be deemed to have abandoned the complaint.

14.3 FORMAL GRIEVANCE PROCESS

STEP 1

14.3.1 Where there is no resolution at the informal stage the Grievor may decide to proceed with a formal Grievance. The Grievance must be filed with the Dean or designate in writing within fifteen (15) working days of the Grievor's receipt of the Department Chair's letter specified in Clause 14.2.4. The Grievance shall set out the details of the circumstance giving rise to the Grievance, specifying the right(s) under *Conditions of Appointment for Physicians* which has or have been allegedly breached, and identifying the remedy sought.

14.3.2 The Dean or designate, who may be accompanied by another representative of the Employer, shall meet with the Grievor within ten (10) working days from the receipt of the Grievance. The Grievor also has the right to be accompanied by an

Academic Colleague at the meeting with the Dean or designate pertaining to the Grievance. The Dean or designate shall forward his/her written decision to the Grievor within ten (10) working days of such meeting. A decision to deny the Grievance shall specify reasons for denying the Grievance.

14.3.3 If the Grievance is resolved at this Step, such settlement shall be reduced to writing and countersigned by the Grievor, and the Dean or designate within ten (10) working days after the Step 1 meeting. Any such settlement shall be without prejudice or precedent.

STEP 2

14.3.4 Failing a resolution at Step 1, the Grievance may proceed to Step 2 within fifteen (15) working days of receipt of the decision at Step 1. A Grievance filed at Step 2 shall be submitted in writing to the Provost through the Director of Faculty Relations. The submission shall contain any correspondence or other documents presented at the Informal Resolution Step and Step 1 and the written disposition thereof.

14.3.5 The Provost or designate, who may be accompanied by another representative of the Employer, shall meet with the Grievor within ten (10) working days from the receipt of the Grievance. The Grievor may attend with an Academic Colleague.

14.3.6 The Parties agree to provide copies of all documents relevant to the subject matter of the Grievance at least two (2) working days prior to the Step 2 meeting.

14.3.7 If the Grievance is resolved at this Step, such settlement shall be reduced to writing and countersigned by the Grievor and the Employer within ten (10) working days after the date of the Step 2 meeting.

14.3.8 If no settlement is reached at Step 2 the Provost or designate shall, within ten (10) working days after the date of the last meeting under Clause 14.3.5, forward his/her written decision, with reasons, to the Grievor.

14.3.9 The decision of the Provost or designate is final and is not subject to further grievance or appeal.

PART III – TERMS AND CONDITIONS APPLICABLE TO PART-TIME CLINICAL ACADEMICS

Section 15 ADJUNCT APPOINTMENTS

15.1 An Adjunct Appointment will be for a fixed term and shall specify the duties to be performed under the Appointment.

15.2 The status of the Appointment will be:

i) Regular, or
ii) Post-Retirement

15.3 An Adjunct Appointment may be at the rank of Adjunct Professor or Honorary Professor or, for Post-Retirement Appointments, the rank at which the Appointee retired.

15.4 The initial Appointment or Reappointment as the case may be will take into account the appointee's:

i) qualifications;
ii) experience;
iii) achievements; and
iv) performance.

15.5 An Adjunct Appointment does not allow for tenure or Continuing Appointment status nor will an appointee be considered eligible for tenure or a Continuing Appointment.

15.6 A Regular Adjunct Appointment cannot exceed five years in duration. However, an Adjunct Appointment may be renewed.

15.7 A Regular Adjunct Appointment cannot extend past the appointee's date of retirement. However, an Adjunct Post-Retirement Appointment may be granted following an Appointee's date of retirement.

15.8 A Post-Retirement Adjunct Appointment cannot exceed three years in duration. However, a Post-Retirement Adjunct Appointment may be renewed.

15.9 A Part-time Clinical Academic may hold Adjunct Appointments in more than one academic unit.

15.10 Failure to renew an Adjunct Appointment does not constitute dismissal. Reappointment is neither promised nor guaranteed.

15.11 Notwithstanding that an Adjunct Appointment may be renewed, further appointments beyond the initial Appointment are neither promised nor guaranteed.

Section 16 APPOINTMENT PROCESS

16.1 All Appointments are contingent upon the authorization of the Dean to make an Appointment.

16.2 The Department Committee may delegate the task of recommending Adjunct Appointments to the Department Chair. Such delegation will be reviewed on an annual basis.

16.3 Where the task of recommending Adjunct Appointments has not been delegated to the Department Chair, the Appointments process will be as follows:

i) Subject to authorization by the Dean to make an Appointment, the Department Committee and the Department Chair may recommend proposed Adjunct Appointments (initial or renewal).
ii) The recommendation of the Department Committee will be sent forward to the Dean by the Department Chair. The Department Chair will, at the same time, send forward his/her own recommendation.
iii) The Dean shall either approve or reject the recommendation. Should the Dean approve the recommendation, the Appointment shall be offered, subject to the approval of the Provost.

16.4 The Department Chair may forward a recommendation for a proposed Adjunct Appointment unaccompanied by a recommendation from the Department Committee. In such a case, the Department Chair will report such an Appointment to the Department Committee.

Section 17 STATEMENT OF EXPECTATIONS AND RESPONSIBILITIES

For each Adjunct Appointment a Statement of Expectations and Responsibilities (SER) will be established at the time of Appointment and outline the conditions for holding the Appointment. The SER outlines expectations in teaching, research, administration and other contributions. Changes to the expectations and responsibilities described in the SER that are acceptable to the Adjunct Appointee and the Department Chair or Chair's designate can be considered for approval by the Dean or the Dean's designate.

Section 18 ASSESSMENT OF PERFORMANCE

Performance for Adjunct Appointees will be based on the expectations as outlined in the SERs. The Chair may elect to engage in periodic performance review of clinical faculty on an Adjunct Appointment. Where such assessment is to occur, the Chair may request the appointee provide an updated CV, teaching dossier or statement of activity. Performance will be assessed using objective criteria whenever possible. Without limiting the generality of the foregoing, such an assessment may be considered by the Department Appointments and Promotions Committee at time of consideration for Reappointment.

Section 19 LEAVE PROVISIONS

Part-time Clinical Academics under an Adjunct Appointment are entitled to the leave provisions, as applicable, provided for in Clauses 8.1 (Leave of Absence), 8.2 (Pregnancy and Parental Leave), 8.3 (Compassionate Leave) and 8.4 (Sick Leave) in Section 8 of these *Conditions of Appointment for Physicians*.

Section 20 TERMINATION OF APPOINTMENT

On the recommendation of the Department Chair, the Dean may terminate an Adjunct Appointment or Administrative post on thirty (30) days notice, subject to the provision of notice and severance as required by law.

Section 21 GRIEVANCE

Part-time Clinical Academics under an Adjunct Appointment are entitled to the grieve provisions, as applicable, provided for in Section 14 of these *Conditions of Appointment for Physicians*.

Appendix A - REFERENCED LINKS

1. Academic Role Category (ARC)
   https://www.schulich.uwo.ca/humanresources/faculty/faculty_information/index.html

2. College of Physicians and Surgeons of Ontario (CPSO) Policies on professionalism
   http://www.cpso.on.ca/Policies-Publications/Policy

3. Schulich School's Code of Conduct
   https://www.schulich.uwo.ca/learner-equity-wellness/equity_professionalism/code_of_conduct.html

4. Clinical Academic Resources and Information
   http://www.schulich.uwo.ca/humanresources/faculty/promotion_information.html

5. University of Western Ontario Board of Governor's (MAPP) Policies
   http://www.uwo.ca/univsec/policies_procedures/index.html

6. University of Western Ontario Senate Policies
   http://www.uwo.ca/univsec/academic_policies/general.html

7. Schulich Guide for Clinical Faculty & Information on Teaching Dossiers
   http://www.schulich.uwo.ca/humanresources/faculty/promotion_information.html

8. Western Policy on Constructing a Teaching Dossier
   http://www.uwo.ca/tsc/resources/selected_teaching_topics/teaching_dossiers/index.html

9. Career Development Planning process
   https://www.londonhospitals.ca/departments/medical_affairs/admin_resources/planning/cdp/cdp.php

10. Conflicts of Interest (MAPP 3.4)
    http:/www.uwo.ca/univsec/pdf/policies_procedures/section3/mapp34.pdf
    and Schulich Conflict of Interest (with Industry)
    https://www.schulich.uwo.ca/about/deans_office/docs_coi/COI_policy_revised_DentistryOct-7-2011.pdf

11. Schulich Mentorship Program
    http://www.schulich.uwo.ca/humanresources/faculty-mentorship