THE UNIVERSITY OF WESTERN ONTARIO London Canada



PROCEDURES FOR

CASUAL ACADEMIC APPOINTMENTS

OF FACULTY* AT

THE UNIVERSITY OF WESTERN ONTARIO

* Excludes physicians appointed in the Faculty of Medicine & Dentistry

Approved by Senate: June 21, 2001 Approved by the Board of Governors: June 28, 2001 Updated: January 24, 2002

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PREAMBLE

These *Procedures for Casual Academic Appointments of Faculty at The University of Western Ontario* (hereafter *Procedures for Casual Appointments*) set forth the academic ranks, terms and procedures for appointment, reappointment, and termination affecting non-bargaining unit faculty with the exception of physicians appointed in the Faculty of Medicine & Dentistry.

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

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

The policies and procedures below shall apply to those individuals:

- (1) who have no other academic appointment with the University other than outlined in this document;
- (2) whose sole relationship to the University is as outlined in a Letter of Appointment for a Casual Appointment;
- (3) who ordinarily receive no remuneration from The University of Western Ontario although in exceptional cases may receive a small stipend; and
- (4) who are not, and will not be, eligible for Membership in the Bargaining Unit of The University of Western Ontario in the fiscal year(s) (May 1 to April 30) of the appointment.

Definitions

- (1) The "University" means The University of Western Ontario as established in the *University of Western Ontario Act* ("the Act").
- (2) The terms "academic staff," "Faculty," "Provost," "Dean," Department," and related terms shall be interpreted in accordance with the Act and policies approved by the Senate and the Board of Governors.
- (3) "Academic unit" means a Department or School; in a Faculty without Departments, it shall refer to the Faculty. For purposes of these *Procedures for Casual Appointments* it shall also refer to an academic centre (e.g., Centre for Women's Studies and Feminist Research) or program (e.g., Bachelor of Administrative and Commercial Studies).
- (4) "Appointment" means appointment to an academic unit at The University of Western Ontario and ordinarily does not entail any remuneration from the University.
- (5) "Reappointment" means the renewal of a Casual Appointment in accordance with the provisions set out below. A reappointment in accordance with these *Procedures for Casual Appointments* does not ordinarily entail any remuneration from the University.
- (6) A "Continuous" Casual Appointment involves a minimal contribution to the University over a period of time not to exceed five years and may not extend past the effective date of retirement. Casual Appointments are renewable. Tenure does not apply to such appointments.

- (7) A "Post-Retirement" Casual Appointment involves a minimal contribution to the University over a period of time not to exceed three years and may be renewed.
- (8) An appointment at the rank of "Adjunct Clinical Professor" is reserved for those who do not otherwise hold an academic appointment at the University. Such an appointment involves minimal responsibilities to an academic unit relating to clinical activity ancillary to the appointee's principal occupation or area of specialization.
- (9) An appointment at the rank of "Adjunct Research Professor" is reserved for those who do not otherwise hold an academic appointment at the University. Such an appointment involves minimal responsibilities within an academic unit relating to research ancillary to the appointee's principal occupation or area of specialization.
- (10) An appointment at the rank of "Honorary Professor" is 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. An honorary appointment need not entail any teaching or other academic responsibilities on the part of the appointee.
- (11) "Letter of Appointment or Reappointment" means the letter to the prospective appointee signed by the Dean of the Faculty. This document specifies the academic contract type (Casual), the status of the contract (Continuous or Post-Retirement), the starting and end date of the appointment, the academic rank, and the expected duties of the appointee.
- (12) "Rank" means the academic rank of Lecturer, Adjunct Clinical Professor, Adjunct Research Professor, Assistant Professor, Associate Professor, Professor or Honorary Professor.
- (13) "Bargaining Unit" means all persons employed as members of the academic staff at The University of Western Ontario and represented by The University of Western Ontario Faculty Association, as defined by the Certificate of the Ontario Labour Relations Board, 4482-97-R dated May 26, 1998, as amended from time to time.
- (14) "Collective Agreement" means the legal document covering terms and conditions of employment between the University of Western Ontario Faculty Association and The University of Western Ontario, as ratified by the Board of Governors on June 28, 2000, and as amended from time to time.

A - <u>APPOINTMENTS</u>

Appointments and Reappointments

(1) Appointments and reappointments shall have a contract type of:

Casual

(2) Each contract shall be either:

Continuous (i.e., up to five years in duration); or Post-Retirement (i.e., up to three years in duration) (3) Academic ranks shall be:

Lecturer Adjunct Clinical Professor Adjunct Research Professor Assistant Professor Associate Professor Professor Honorary Professor

- (4) At the discretion of the University, Casual Appointments shall be made at any rank and will take into account the Appointee's qualifications, experience, and achievements.
- (5) Failure to reappoint to any position does not constitute dismissal. Reappointment is neither promised nor guaranteed.
- (6) A Casual reappointment may include a change of rank, for example, from Lecturer to Assistant Professor, Assistant Professor to Associate Professor, or Associate Professor to Professor.
- (7) A Casual Appointment at any academic rank made under the provisions of these *Procedures for Casual Appointments* does not carry tenure.

Appointment Procedures

- (1) In the case of each Casual Appointment made under these *Procedures for Casual Appointments*, the appointment will be initiated by the Dean (or Chair in a Faculty with Departments) and recommended by the Dean to the Provost.
- (2) In the case of each appointment under these *Procedures for Casual Appointments*, the academic responsibilities shall be clearly specified at the time of appointment in the Letter of Appointment or Reappointment.

B - RESIGNATION AND DISCONTINUANCE OF APPOINTMENT

Resignation

Where an appointee wishes to resign from the University, the appointment may be terminated by the appointee with three months' notice in writing to the University. Except in extraordinary circumstances, the resignation will take place at the end of the academic year, i.e., June 30.

Discontinuance of Appointment

The University reserves the right to discontinue or cancel any appointment on reasonable notice which shall be two calendar weeks.

Should the Appointee accept another position within the University and by doing so become eligible for Membership in the Bargaining Unit, the Casual Appointment will be terminated on the effective date of assuming the new appointment. In such cases, the appointment will be covered by the terms of the Collective Agreement.

Should the Appointee's conduct or level of performance violate the University's minimum acceptable standards for the academic staff of the University, the University reserves the right to terminate the academic appointment immediately with no further obligation of any nature to the Appointee.