

**THE UNIVERSITY OF WESTERN ONTARIO
LONDON CANADA**

**APPOINTMENTS PROCEDURES:
MEMBERS OF ACADEMIC STAFF WITH LIMITED DUTIES
(PHYSICIANS IN THE FACULTY OF MEDICINE & DENTISTRY)**

**APPROVED BY SENATE
and
BOARD OF GOVERNORS
November 1984**

(as amended 2002 for Faculty of Medicine & Dentistry)

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ACADEMIC STAFF WITH LIMITED DUTIES
(PHYSICIANS IN THE FACULTY OF MEDICINE & DENTISTRY)

A. Preamble:

All members of the academic staff of the University are appointed by the Board of Governors on the recommendation of the President. All policies and procedures followed in recommending appointments are established and recommended by Senate. The following policies and procedures shall specifically apply only to the appointment of academic staff with limited duties as defined in "Definitions" #5 below.

B. Definitions:

1. The "University" shall mean The University of Western Ontario as established in *The University of Western Ontario Act 1982* (as amended, 1988).
2. The terms "Senate", "Faculty", "Dean", "Department", "Chair", "academic staff", and related terms shall be interpreted in accordance with the provisions of The University of Western Ontario Act 1982 (as amended, 1988).
3. The term "Appointments Committee" refers to the Department Appointments and Promotions Committee whose structure and composition are set out in Conditions of Appointment: Physicians Appointed in Clinical Departments and Clinical Divisions of Basic Science Departments (1999) as amended 2002. In the case of Limited-Duties Appointments, the role of this Committee shall be limited to the relevant provisions in Section D, "Appointments Process" of Appointments Procedures: Members of Academic Staff with Limited Duties (Physicians in the Faculty of Medicine & Dentistry).
4. The terms "Faculty Grievance Committee" and "University Grievance Committee" refer to the Committees of that name whose structure and composition are set out in Conditions of Appointment: Physicians Appointed in Clinical Departments and Clinical Divisions of Basic Science Departments (1999) as amended 2002, Section 10 "Grievance." In the case of Limited-Duties Appointments, the jurisdiction of these committees shall be limited relevant to the provisions of Section E. "Grievance", of Appointments Procedures: Members of Academic Staff with Limited Duties (Physicians in the Faculty of Medicine & Dentistry).
5. A "Limited-Duties Appointment" is an appointment of a physician to the academic staff of the University where the appointee carries less than a full load of teaching and other duties as determined by the Dean of the Faculty and such duties are specified in the Letter of Appointment.
6. An "Adjunct Professor" is a physician who:
 - (a) is generally community-based, but may be located in an affiliated hospital or institution;
 - (b) does not otherwise hold an academic appointment at the University (with the exception of other Adjunct or Limited-Duties Appointments);
 - (c) performs specific limited responsibilities relating to teaching and/or research ancillary to the appointee's principal occupation;
 - (d) generally receives no remuneration, although there may be a small stipend, and
 - (e) is not required to participate in a departmental practice plan.
7. An "Honorary Professor" is a physician who:
 - (a) has attained academic or professional distinction in his or her field;
 - (b) does not otherwise hold an academic appointment at the University (with the exception of other Honorary Appointments)
 - (c) is not required to perform any teaching or other academic responsibilities;
 - (d) receives no remuneration, and
 - (e) is not required to participate in a departmental practice plan.

Appointment as an Honorary Professor recognizes a mutually beneficial scholarly association between the University and the appointee.

8. A "Letter of Appointment or Reappointment" is the letter to the prospective appointee signed by the Dean of the Faculty. This document specifies the academic contract type (Limited-Duties), the status of the contract (Regular or Post-Retirement), the starting and end date of the appointment, the academic rank (Adjunct Professor or Honorary Professor) and the expected duties of the appointee.

C. Terms and Conditions:

1. A Limited-Duties Appointment shall be for a fixed term. The status of the appointment shall be:

Regular (i.e., up to five years)
Post-Retirement (i.e., up to three years)

2. The following academic ranks shall be used:

Adjunct Professor
Honorary Professor.

3. The initial appointment or repeat appointment as the case may be shall take into account the appointee's

- (i) qualifications
- (ii) experience, and
- (iii) achievements

and shall be included as part of the recommendation or recommendations in paragraph 1 below in Section D, "Appointments Process".

4. A Limited-Duties Appointment does not carry tenure or Continuing Appointment status nor shall an appointee be considered eligible for tenure or a Continuing Appointment.
5. A Limited-Duties Appointment, in the first instance, cannot extend past the fifth anniversary of the effective date of the appointment. Thereafter, a Limited-Duties Appointment may be repeated
6. A Limited-Duties Appointment cannot extend past the effective date of retirement. A Limited-Duties Appointment following retirement will be a post-retirement Limited-Duties Appointment.
7. Further to paragraph 5 above, a Limited-Duties Appointment may be repeated provided that, in each instance, the extension shall not extend past the fifth anniversary of the effective date of the repeat appointment.
8. Notwithstanding that a Limited-Duties Appointment may be repeated, further appointments beyond the initial appointment are neither promised nor guaranteed.
9. On the recommendation of the President, the Board of Governors may terminate a Limited-Duties Appointment during the period of the appointment should the standard of conduct or performance of duties fall below the minimum acceptable standard for academic staff of the University.

D. Appointments Process:

1. The appointments process shall be as follows:

- i) Subject to authorization by the Dean to make an appointment, the Department Appointments and Promotions Committee may recommend proposed Limited-Duties appointments (or repeat appointments).
- ii) The recommendation of the Appointments Committee shall be sent forward to the Dean by the Department Chair. The Chair shall, at the same time, send forward his/her own recommendation.
- iii) The Dean shall send forward to the Provost and Vice-President (Academic), the recommendation of the Department Appointments and Promotions Committee together with that of the Department Chair. The Dean shall, at the same time, send forward his/her own recommendation.

2. It is recognized that the Department Chair may find it necessary to forward a recommendation for a proposed Limited-Duties Appointment unaccompanied by a recommendation from the Appointments Committee. In such cases, the Chair shall report such an appointment to the Appointments Committee. Recommendations made under this paragraph shall not conflict with any of the provisions of this document under "Definitions", "Preamble", and "Terms and Conditions" above.
3. The Appointments Committee may delegate the task of making Limited-Duties Appointments to the Department Chair. Such delegation will be reviewed on an annual basis.

E. Grievance:

(Faculty)

1. There shall be no right of hearing at any level of the appointment process. However, where a member of the academic staff on a Limited-Duties Appointment considers that he/she has cause for grievance in respect to the terms and conditions in a letter of appointment written on behalf of the University not being met, he/she may, after first making reasonable efforts to resolve the difficulty through direct discussions with his/her Dean, grieve to the Faculty Grievance Committee.
2. Grievances to the Faculty Grievance Committee shall be submitted through the Dean of the Faculty stating clearly the issue(s) under grievance and giving detailed reasons for the grievance.
3. Such grievances shall be initiated within three weeks from the time when the individual is notified, in writing, of the action or recommendation giving rise to the grievance. This time-limit is mandatory.
4. The Faculty Grievance Committee shall notify all parties of its recommendation in writing with reasons within one week of its final meeting on that case.

(University)

5. If the Faculty Grievance Committee is not able to bring about a satisfactory settlement in a reasonable time, or if the recommendation is not satisfactory to the Department Chair, to the Dean, or the academic staff member, either party may grieve, in the second instance, to the University Grievance Committee.
6. Grievances to the University Grievance Committee shall be submitted through the Director of Faculty Relations stating clearly the issue(s) under grievance and giving detailed reasons for the grievance.
7. Grievances shall be initiated within two weeks from the time when the parties receive in writing the decision of the Faculty Grievance Committee or written notice that the Faculty Grievance Committee has declared itself unable to bring about a satisfactory settlement. This time limit is mandatory.
8. The University Grievance Committee shall notify all parties of its recommendation in writing with reasons within one week of its final hearing on that case.
9. The decision of the University Grievance Committee shall be final insofar as Senate procedures are concerned.