Regulation Relating to the Employment of Contract Academic Staff

Section 2.5 of this Regulation defines Contract Academic Staff as members of the academic staff other than those covered by a collective agreement. Consequently,

- Research Assistants, Research Associates, and Senior Research Associates are no longer covered and should refer to the AMURE collective agreements instead.
- Instructor, Senior Instructor and Course Lecturers are no longer covered and should refer to the MCLIU collective agreement.

1. SCOPE

1.1 The Regulation herein set out the general terms of employment by the University of the Contract Academic Staff in particular as they relate to their appointment, reappointment and termination.

2. DEFINITIONS

2.1 “Academic Duties” mean any two of the following activities:

(i) teaching, assessment and supervision of graduate and undergraduate students, the evaluation and marking of student work, and supervision of individual graduate and undergraduate programs;

(ii) research and other original scholarly activities, and professional activities; and

(iii) other contributions to the University and external scholarly communities.

2.2 “Academic Year” means the period from the 1st of September to the 31st of August next following.

2.3 “Advisor” means a member of the University community who has agreed to act in an advisory capacity to a member of the academic staff. Such individuals act in accordance with these regulations and are deemed, in so doing, to perform part of their academic duties. They do so without receiving additional remuneration. An advisor shall be accorded full respect by the University’s administrative officers.

2.4 “Affiliated Health Institution” means a hospital, or health centre, clinic or institute with which the University has concluded a contract of affiliation.

2.5 “Contract Academic Staff” (or “CAS”) means a member of the academic staff, other than a member of staff:

(i) appointed under the Regulations Relating to the Employment of Tenure Track Staff;

(ii) appointed under the Regulations Relating to the Employment of Librarian Staff;

or

(iii) covered by any collective agreement.
2.6 “Dean” in the case of Joint Appointments includes the Deans of all faculties to which a staff member has been appointed in his or her Official Letter of Appointment.

2.7 “Definite Term Appointment” means an appointment of limited duration with a fixed end date.

2.8 “Department” includes:
(i) institute, school, centre and, where appropriate, a faculty without Departments, institutes, schools or centres; and
(ii) in the case of a Joint Appointment, all Departments to which a staff member is appointed in her or his OLA.

2.9 “Departmental Chair” includes:
(i) the chairs of departments, directors of institutes, schools and centres and, where appropriate, deans of faculties without departments, institutes, schools or centres; and
(ii) in the case of Joint Appointments, all relevant Departmental Chairs.

2.10 “Indefinite Term Appointment” means an appointment of unlimited duration without a fixed end date.

2.11 “Joint Appointment” means an appointment to more than one Department and/or faculty as indicated in the OLA.

2.12 “Nominal Termination Date” means the calendar day in each year immediately preceding the anniversary of the commencement of an Indefinite Term Appointment.

2.13 “Official Letter of Appointment” (hereafter “OLA”) means the letter of appointment or reappointment issued under these Regulations in accordance with the Regulations Relating to the Approval of Contracts and Signing Authority (Academic Contracts of Employment and Academic Administrative Appointments).

2.14 “University Tenure Committee for Recruitment” means the University Tenure Committee for Recruitment provided for in the Regulation Relating to the Employment of Tenure Track Staff.

2.15 All references to Deans, Departmental Chairs and Provost include their delegates.

3. NOTICES

3.1 Any notice required to be communicated under these Regulations may be communicated either:
(i) by delivery to the CAS member in person within the University;
(ii) by registered mail to the CAS member’s last address recorded with the University administration; or
(iii) by e-mail to the CAS member’s official University e-mail address using all available means to ensure appropriate acknowledgement of receipt.

3.2 Any notice sent in accordance with section 3.1 shall be deemed to be received by the CAS member on the earlier of:
(i) the day it was delivered where delivery is to the CAS member in person;
(ii) the fourth day after mailing where delivery is by registered mail; or
(iii) the day it was sent by e-mail.
4. **CLASSIFICATIONS**

4.1 CAS shall be designated as either:
(i) ranked; or
(ii) un-ranked;
in their OLA.

4.2 CAS may be further designated as full-time or part-time in their OLA.

4.3 Other than a CAS who holds a Joint Appointment no CAS may at any one time hold more than one ranked or un-ranked appointment under:
(i) these Regulations;
(ii) the *Regulations Relating to the Employment of Tenure Track Staff*; or
(iii) the *Regulations Relating to the Employment of Librarian Staff*.

4.3.1 Notwithstanding section 4.3, a CAS member may be appointed by the Departmental Chair of a Department, other than the Department to which they have been appointed in their OLA, as Associate Member.

5. **RANKED CAS**

5.1 “Ranked CAS” means a CAS member who is appointed in the OLA to one of the following ranks:
(i) Faculty Lecturer or Senior Faculty Lecturer;
(ii) Research Scientist or Senior Research Scientist;
(iii) Research Scholar or Senior Research Scholar;
(iv) Assistant Professor, Associate Professor or Professor

5.1.1 Ranked CAS appointed to the rank of Assistant Professor, Associate Professor or Professor shall be further designated by an appropriate descriptor in parentheses following their rank which descriptors may include, but are not limited to:
(i) Clinical;
(ii) Professional;
(iii) Practice.

5.1.1.1 Additional descriptors (such as Teaching, Research, Performance, etc.) may be established by the Provost in consultation with Deans.

Appointment

5.2.1 Ranked CAS shall be appointed by the Provost upon the recommendation of the Dean who, prior to making such recommendation, shall have consulted an appropriate committee of the Department chaired by the Departmental Chair.

5.2.2 The appointment of Ranked CAS to a Joint Appointment shall be made by the Provost upon the recommendation of the relevant Deans following consultation with the Departmental Chairs.

5.2.3 The appointment of Ranked CAS to the rank of Professor shall be made by the Board of Governors upon the recommendation of the Principal who, prior to making the recommendation, shall have consulted the University Tenure Committee for Recruitment.

5.2.4 Notwithstanding sections 5.2.1 through 5.2.3, the appointment of Ranked CAS designated as "(Clinical)" to the Faculties of Medicine and Dentistry shall be conditional on their holding an official appointment in an Affiliated Health Institution.
Reappointment

5.3.1 Each Department shall establish written criteria for the reappointment of Ranked CAS. These criteria shall be approved by the Dean and the Provost prior to their being made generally available in writing to Ranked CAS. The criteria shall provide guidance to Ranked CAS in anticipation of their meeting the requirements for reappointment.

5.3.2 It is the responsibility of Ranked CAS on Definite Term appointments to prepare and pursue her or his case for reappointment with due diligence and provide the Departmental Chair with the necessary information and documentation to support his or her case for reappointment.

5.3.3 A Ranked CAS member’s case for reappointment shall be considered:
(i) first, by an appropriate committee of the Department chaired by the Departmental Chair;
(ii) second, by the Dean; and
(iii) third, by the Provost.

5.3.3.1 The case of a Ranked CAS member who holds a Joint Appointment for reappointment shall be considered:
(i) first, by an appropriate committee which has equal representation from all relevant Departments, the chair of which shall be determined by the CAS member’s Departmental Chairs;
(ii) second, by the Dean or, where appropriate, the Deans; and
(iii) third, by the Provost.

5.3.4 The committee, and the Dean shall each base their recommendations, and the Provost shall base his or her decision, on the Ranked CAS member’s performance of her or his Academic Duties taking into consideration the particular allocation of the candidate’s Academic Duties.

5.3.5 The committee shall submit its recommendation together with its reasons in writing to the Dean who, in turn, shall submit her or his recommendation together with reasons in writing to the Provost.

5.3.6 In the event that the committee, the Dean or the Provost is tending to a negative recommendation, the Ranked CAS member shall be so advised with reasons by the committee, the Dean and/or the Provost, as appropriate, and provided with the opportunity, accompanied by an Advisor should the staff member so wish, to address the concerns of the relevant decision-maker.

Promotion

5.4.1 Ranked CAS may apply for promotion:
(i) to a rank other than that of Professor following the sixth (6th) year for which the staff member has held her or his current rank; and
(ii) to the rank of Professor following the tenth (10th) year for which the staff member has held the rank of Associate Professor.
However, a Department, with the consent of the staff member, may recommend the staff member’s promotion at any time.

5.4.2.1 Each Department shall establish written criteria for the promotion of Ranked CAS to ranks other than the rank of Professor. These criteria shall be approved by the Dean and the Provost prior to their being made generally available in writing to Ranked CAS. The criteria shall provide guidance to Ranked CAS in anticipation of their meeting the requirements for promotion.
5.4.2.2. It is the responsibility of Ranked CAS to prepare and pursue her or his case for promotion with due diligence and shall provide the Departmental Chair with the necessary information and documentation to support his or her case for promotion.

5.4.2.3 Ranked CAS member’s case for promotion, to a rank other than Professor, shall be considered:
   (i) first, by an appropriate committee of the Department chaired by the Departmental Chair;
   (ii) second, by the Dean; and
   (iii) third, by the Provost.

5.4.2.4 The case of a Ranked CAS member who holds a Joint Appointment for promotion to a rank other than Professor, shall be considered:
   (i) first, by an appropriate committee of the Department chaired by the Departmental Chair;
   (ii) second, by the Dean; and
   (iii) third, by the Provost.

5.4.2.5 The case of a Ranked CAS member who holds a Joint Appointment for promotion to a rank other than Professor, shall be considered:
   (i) first, by an appropriate committee which has equal representation from all relevant Departments, the chair of which shall be determined by the CAS member’s Departmental Chairs;
   (ii) second, by the Dean or, where appropriate, the Deans; and
   (iii) third, by the Provost.

5.4.2.6 In the event that the committee, the Dean or the Provost is tending to a negative recommendation, the Ranked CAS member shall be so advised with reasons by the committee, the Dean and/or the Provost, as appropriate, and provided with the opportunity to address the concerns of the relevant decision-maker in writing.

5.4.3 A Ranked CAS being considered for promotion to the rank of Professor shall be considered in accordance with the process set out in the University Statutes and Regulations Relating to the Employment of Academic Staff applicable to promotion to the rank of Professor.

5.4.3.1 A Ranked CAS being considered for promotion to the rank of Professor shall establish:
   (i) a record of highly significant contributions in one or more of the areas of:
      (a) research and/or other original scholarly activities as evidenced by international recognition by peers;
      (b) professional and/or clinical innovation that has an influence on the practice of the profession, and that is published, publicized or otherwise recognized in a way that makes possible its evaluation by external peers; and/or
      (c) sustained creative activity as exemplified by external peer and public recognition, appropriate awards and prizes, invited performances, stagings and exhibitions;
   (ii) an outstanding teaching record; and
   (iii) a consistent and reasonable record of other contributions to the University and scholarly communities.

5.4.4 A Ranked CAS who upon retirement holds appointment as Professor shall be entitled to consideration for the conferral of the Emeritus designation in accordance with the criteria and process set out in sections 7.8 through 7.10 of the Regulations Relating to the Employment of Academic Staff.

Academic Duties

5.5.1 The Academic Duties of Ranked CAS shall be determined by the Departmental Chair and shall be communicated in writing to the staff member from time to time. These Academic Duties may overlap with the three areas assigned to tenured and tenure-track academic
staff, but in the case of any individual Ranked CAS, at most two of the three shall be stipulated as expectations for reappointment, promotion and other performance evaluation purposes.

5.5.2 The Academic Duties of Ranked CAS designated "(Clinical)" appointed to the Faculties of Medicine or Dentistry who also hold appointment in an Affiliated Health Institution shall, where appropriate, be determined by the Dean taking into consideration the affiliation agreement between the University and the Affiliated Health Institution in which they hold their appointment.

Term of Appointment & Reappointment

5.6.1 Ranked CAS shall initially be appointed for a Definite Term of not more than three (3) years.

5.6.2 Ranked CAS who have been continuously employed in the same Department for six (6) years shall be appointed for an Indefinite Term.

Terms & Condition of Appointment

5.7.1 Unless otherwise specified in the OLA, Ranked CAS are expected to be engaged during the Academic Year primarily in their assigned Academic Duties and to be available for such duties as may be required by the University from time to time.

5.7.2 Ranked CAS shall not be eligible for consideration for tenure but may apply for tenure track positions that are advertized from time to time at the University. Their applications shall be considered in the same manner as all other applicants.

5.7.3 The appointment ofRanked CAS may be made contingent on their acquiring and/or maintaining:
   (i)  appropriate professional accreditation;
   (ii) an appointment in an Affiliated Health Institution; or
   (iii) other credentials or qualifications deemed necessary for the appointment.

5.7.3.1 In the event that Ranked CAS fail to meet a condition provided for in section 5.7.3 their appointment will terminate either:
   (i)  four (4) weeks following loss of the accreditation or appointment; or
   (ii)  on the normal termination date of their appointment; whichever is the earlier.

Performance Review

5.8.1 The Departmental Chair shall provide Ranked CAS with a written annual performance review which shall provide guidance in respect of meeting the requirements for reappointment and promotion.

Termination

5.9.1.1 Ranked CAS appointed to Definite Term Appointments of more than one (1) year but for less than an Indefinite Term may be terminated by the Provost giving the staff member at least thirty seven (37) weeks written notice of termination prior to the termination date of the staff member’s appointment.

5.9.1.2 Ranked CAS appointed to Indefinite Term Appointments may be terminated by the Provost giving the staff member at least thirty seven (37) weeks written notice of termination prior to the Nominal Termination Date of their appointment.
5.9.2 In the event that notice of termination is not given as prescribed in sections 5.9.1.1 and 5.9.1.2 the Ranked CAS member’s appointment shall be extended for one (1) year.

5.9.3 Sections 5.9.1.1 through 5.9.2 do not apply to Ranked CAS:
(i) whose OLA states that their Definite Term Appointment is not subject to renewal;
(ii) whose appointment terminates in accordance with section 5.7.3.1;
(iii) holding a post-retirement CAS appointment; or
(iv) whose appointment is terminated for just and sufficient cause.

Severance

5.10.1 Ranked CAS who are or have been paid exclusively or partially from permanent or unrestricted University funds in the past five years who are:
(i) appointed to an Indefinite Term Appointment; or
(ii) who have held Definite Term Appointments for a continuous period of five (5) years or more; and
(iii) who are terminated other than for just and sufficient cause;
shall be entitled to a severance payment equal to one month’s salary for each year of service, based on her or his average annual University salary attributable to his or her CAS appointment at the University earned in the past three (3) years, to a maximum payment of twenty four (24) months.

5.10.2 Ranked CAS who are or have been paid exclusively from restricted or soft funds in the past five years who are:
(i) appointed to an Indefinite Term Appointment; or
(ii) who have held Definite Term Appointments for a continuous period of five (5) years; and
(iii) who are terminated other than for just and sufficient cause;
shall be entitled to a severance payment equal to one month’s salary for each year of service, based on her or his average annual University salary attributable to his or her CAS appointment at the University earned in the past three (3) years, to a maximum payment of twelve (12) months.

5.10.3 Ranked CAS who were faculty lecturers or ranked part-time academic staff employed on or before May 31, 1994 and who thereafter become entitled to severance pay shall be entitled to one month’s salary for each year of service. All other Ranked CAS who were faculty lecturers or ranked part-time academic staff appointed on or after June 1, 1994 are subject to sections 5.10.1 and 5.10.2.

5.10.4 Ranked CAS who have been appointed in their OLAs to successive definite term part time appointments for a continuous period of five (5) years or more shall qualify for severance payments pursuant to sections 5.10.1 or 5.10.2.

6. UNRANKED CAS

6.1 Subject to section 6.1.2, “Unranked CAS” means a CAS member who is appointed in the OLA to an academic classification other than those provided for in sections 5.1.

6.1.1 Unranked CAS shall be those staff appointed in their OLA to one of the following unranked academic classifications:
(i) Associate Curator or Curator;
(ii) Academic Associate or Senior Academic Associate;
Additional unranked academic classifications may be established as necessary by the Provost in consultation with Deans.
6.1.2 The provisions of sections 6 apply to Unranked CAS other than those appointed as:
(i) Adjunct Professors or Professors of Practice;
(ii) Visiting Academic Staff;
whose terms and conditions of appointment or invitation are set out in sections 7, 8 and 9 respectively.

Appointments & Reappointments

6.2.1 The appointment of Unranked CAS shall be made by the Departmental Chair in accordance with these Regulations and the Regulations Relating to the Approval of Contracts and Signing Authority (“Academic Contracts of Employment and Academic Administrative Appointments”).

6.2.2 The reappointment of Unranked CAS shall be determined by her or his Departmental Chair.

Academic Duties

6.3.1 Subject to section 6.3.2 the Academic Duties of Unranked CAS shall be determined by her or his Departmental Chair and shall be specified in the staff member’s OLA or reappointment, as the case may be.

6.3.2 The Departmental Chair may vary the Academic Duties of Unranked CAS after consulting with the staff member.

Term of Appointment & Reappointment

6.4.1 Unranked CAS shall initially be appointed for a Definite Term of not more than three (3) years.

6.4.2 Unranked CAS may be reappointed for additional Definite Terms provided that Unranked CAS who have been continuously employed in the same Department for six (6) years shall be appointed for an Indefinite Term.

Terms & Conditions of Appointment

6.5.1 Unless otherwise specified in the terms and conditions of appointment, Unranked CAS are expected to be engaged during the Academic Year primarily in their assigned Academic Duties and to be available for such duties at the University at such times as their duties may require.

6.5.2 Unranked CAS shall not be eligible for consideration for tenure but they may apply for positions that are advertized from time to time at the University that are:
(i) Ranked CAS; or
(ii) tenure track,
Their applications shall be considered in the same manner as all other applicants.

6.5.3 The continuation of appointment of Unranked CAS may be made contingent on acquiring and/or maintaining:
(i) appropriate professional accreditation;
(ii) an appointment in an Affiliated Health Institution; or
(iii) other credentials or qualifications deemed necessary for the appointment.
6.5.3.1 In the event that Unranked CAS fail to meet a condition provided for in section 6.5.4 their appointment will terminate either:

(i) four (4) weeks following loss of the accreditation or appointment; or
(ii) on the normal termination date of their appointment;

whichever is the earlier.

Performance Review

6.6.1 The Departmental Chair shall provide Unranked CAS with annual written performance review.

Termination

6.7.1.1 Unranked CAS appointed to Definite Term Appointments of more than one (1) year but for less than an Indefinite Term may be terminated by the Provost giving the staff member at least four (4) weeks written notice of termination prior to the termination date of the staff member’s appointment.

6.7.1.2 Unranked CAS appointed to Indefinite Term Appointments may be terminated by the Provost giving the staff member at least eight (8) weeks written notice of termination prior to the Nominal Termination Date of their appointment.

6.7.2 In the event that notice of termination is not given as prescribed in Sections 6.7.1.1 and 6.7.1.2 the Unranked CAS member’s appointment shall be extended for:

(i) two (2) months in the case of CAS entitled to four (4) weeks’ notice; and
(ii) four (4) months in the case of CAS entitled to eight (8) weeks’ notice.

6.7.3 Sections 6.7.1.1 through 6.7.2 do not apply to Unranked CAS:

(i) whose OLA states that their Definite Term Appointment is not subject to renewal;
(ii) whose appointment terminates in accordance with section 6.5.4.1;
(iii) holding a post-retirement CAS appointment; or
(iv) whose appointment is terminated for just and sufficient cause.

6.7.4 Any notice required to be communicated to Unranked CAS shall be communicated in accordance with section 3.

Severance Payments

6.8.1 Unranked CAS:

(i) appointed to an Indefinite Term Appointment; or
(ii) who have held Definite Term Appointments for a continuous period of five (5) years; and
(iii) who are terminated other than for just and sufficient cause; shall be entitled to a severance payment equal to one month’s salary for each year of service, based on her or his average annual University salary attributable to his or her CAS appointment at the University earned in the past three (3) years, to a maximum payment of twelve (12) months.

6.8.2 Unranked CAS who have been appointed in their OLA to successive Definite Term part time appointments for a continuous period of five (5) years or more shall qualify for severance payments pursuant to sections 6.8.1.

7. ADJUNCT PROFESSOR AND PROFESSOR OF PRACTICE

7.1.1 “Adjunct Professor” means a person who is employed by or associated with an institution (other than the University), government, industry, or a profession, who participates in the teaching and/or research activities of the Department or faculty to which he or she is appointed.
7.1.2 “Professor of Practice” means a person who is a qualified professional, business, industry or government leader who has made major contributions to his or her field or discipline, who is engaged primarily in teaching and research related to the appointee’s practice, methods and values of the appointee’s field, discipline or vocation in the Department or faculty to which he or she is appointed.

7.2 Adjunct Professors and Professors of Practice shall consist of those persons who are so designated in their OLA.

7.3 The appointment of Adjunct Professors and Professors of Practice shall be made by the Provost on the recommendation of the Dean following consultation with the Departmental Chair.

7.4.1 The initial appointment of Adjunct Professors and Professors of Practice shall be for a definite term not exceeding three (3) years.

7.4.2 Adjunct Professors and Professors of Practice may be reappointed for additional definite terms not exceeding three (3) years.

7.5 The Academic Duties and responsibilities of Adjunct Professors and Professors of Practice shall be determined from time to time by the Departmental Chair.

7.6 The appointment of Adjunct Professors and Professors of Practice may be terminated at the discretion of the University by thirty (30) calendar days written notice communicated in accordance with section 3.

7.7 Adjunct Professors and Professors of Practice are not eligible for:
(i) consideration for tenure or promotion;
(ii) severance or compensation on the termination of their appointment.

7.8 Adjunct Professors and Professors of Practice shall comply with applicable University regulations and policies governing the responsibilities of members of the academic staff.

8. VISITING ACADEMIC STAFF

8.1 “Visiting Academic Staff” means a person who is not a member of the academic staff of the University who is invited to visit the University for a specific purpose and for a specific time not exceeding a maximum of three (3) years.

8.2 Visiting Academic Staff shall consist of those persons who are so described in their official letter of invitation.

8.3 Visiting Academic Staff shall be accorded one of the following designations:
(i) Visiting Fellow;
(ii) Visiting Professor; or
(iii) Visiting Scholar.

8.4 The invitation to a member of the Visiting Academic Staff shall be made by the Provost on the recommendation of the Dean following consultation with the Departmental Chair.

8.5.1 The invitation to a member of the Visiting Academic Staff shall be for an initial definite term normally not exceeding twelve (12) months.

8.5.2 The invitation to a member of the Visiting Academic Staff may be renewed by the Provost on the recommendation of the Dean following consultation with the Departmental Chair for further periods provided that the period of the initial invitation and the extensions thereof do not exceed in aggregate three (3) years.
8.5.3 The terms and conditions of the invitation extended to a member of the Visiting Academic Staff shall be specified in her or his official letter of invitation which shall specify:
(i) the designation accorded the member pursuant to section 9.3;
(ii) the name of the host Department and/or faculty with which the member will be associated;
(iii) the start date and the termination date of the invitation;
(iv) the Academic Duties, if any, to be assigned the member during the term of the invitation; and
(v) the stipend, if any, associated with the invitation.

8.6.1 Notwithstanding the term of an invitation, it may be withdrawn at the University’s discretion by the Provost at any time upon written notice delivered in accordance with section 3.

8.7.1 A member of the Visiting Academic Staff shall not be eligible for:
(i) consideration for tenure;
(ii) severance or compensation on the withdrawal or other termination of the invitation whether with or without cause;
(iii) any rights, benefits or privileges conferred on members of the academic staff by the Regulations Relating to the Employment of Contract Academic Staff or other regulations or policies applicable from time to time to the employment of academic staff unless the contrary is expressly stated in the official letter of invitation.

8.7.2 A member of the Visiting Academic Staff shall comply with applicable University regulations and policies governing the responsibilities of members of the academic staff.

Legislative History:
Approved:
Senate May 19, 2010 Minute IIB.6
Board of Governors May 25, 2010 Minute 9.2.4