

## Regulations Relating to the Employment of Contract Academic Staff

*Approved*

Senate:	January 17, 2018	Minute IIB3
Executive Committee:	February 15, 2018	Minute 2

*Full legislative history appears at the end of this document.*

For regulations on Visiting academic Staff, please see the *Regulations Relating to Visiting Academic Appointments*.

### 1. SCOPE

- 1.1 These Regulations set out the general terms of employment by the University of Contract Academic Staff as they relate to their appointment, reappointment, and termination.

### 2. DEFINITIONS

- 2.1 “Academic Duties” consist of the following activities:
- teaching, assessment and supervision of graduate and undergraduate students, the evaluation and marking of student work, and supervision of individual graduate and undergraduate programs;
  - research and other original scholarly activities, and professional activities; and
  - 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. An Academic Year is comprised of three semesters: fall, winter and summer.
- 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 teaching hospital, non-teaching hospital, health centre, clinic or institute with which the University has concluded a contract of affiliation or a training site approved by the Faculty of Medicine or Dentistry.
- 2.5 “Contract Academic Staff” (CAS) means a member of the academic staff so designated in their Official Letter of Appointment who is not a staff member:
- appointed under the *Regulations Relating to the Employment of Tenure Track and Tenured Academic Staff*;
  - appointed under the *Regulations Relating to the Employment of Librarian Staff*; or
  - covered by any collective agreement.
- 2.6 “Dean” means the Dean of a Faculty, Dean of Continuing Studies, or Dean of the University Libraries. In the case of a Joint Appointment, it includes the Deans of all Faculties to which a CAS member has been appointed in their Official Letter of

Appointment.

- 2.7 “Definite Term Appointment” means an appointment of limited duration, with a fixed end date.
- 2.8 “Department” means:
- i a teaching and research unit within a Faculty, a Faculty without Departments or schools, the School of Continuing Studies, and the University Libraries; or
  - ii in the case of a Joint Appointment, all Departments to which a staff member is appointed in their Official Letter of Appointment.
- 2.9 “Departmental Chair” means:
- i the Chairs of Departments, Directors of Institutes and Schools and, where appropriate, Deans of Faculties without Departments or Schools; or
  - ii in the case of Joint Appointments, all relevant Departmental Chairs.
- 2.10 “Indefinite Term Appointment” means an appointment without a fixed end date.
- 2.11 “Joint Appointment” means an appointment to more than one Department and/or Faculty, School of Continuing Studies or University Libraries, as indicated in the Official Letter of Appointment.
- 2.12 “Official Letter of Appointment” (hereafter “OLA”) means the letter of appointment or reappointment issued by the authorized signing officer in accordance with Section 4. The OLA must stipulate that a CAS appointee is not eligible for tenure consideration. The OLA shall further clearly stipulate or confirm any applicable expectations to which the CAS member may be subject regarding applying for, obtaining, or renewing funding, and whether such funding is essential to maintaining the CAS appointment.
- 2.13 “University Tenure Committee for Recruitment” means the University Tenure Committee for Recruitment provided for in the *Regulation Relating to the Employment of Tenure Track and Tenured Academic Staff*.
- 2.14 All references to the Provost, to Deans and to Departmental Chairs include their authorized delegates.

### **3. NOTICE**

- 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. GENERAL PROVISIONS

- 4.1 “Contract Academic Staff” (or “CAS”) are designated in their OLA as being:
- i. Ranked or Unranked;
  - ii. full-time or part-time; and
  - iii. on Definite Term or Indefinite Term appointment.
- 4.2 Contract Academic Staff are not eligible for consideration for tenure. They may apply for tenure track positions that are advertised from time to time at the University, and their applications shall be considered in the same manner as all other applicants.
- 4.3 A CAS member appointed full-time may not simultaneously hold another appointment at the University other than academic administrative appointments..
- 4.3.1 Notwithstanding section 4.3, a Ranked CAS member may hold a Joint Appointment or an appointment as Associate Member or Affiliate Member under these Regulations,
- 4.4 Each Faculty shall establish written criteria for the appointment, reappointment, and promotion of Ranked CAS. These criteria shall be submitted by the Dean and approved by the Provost, or any person delegated by the Provost for that purpose, prior to their being made generally available in writing within the Faculty. The criteria shall provide guidance to Ranked CAS in anticipation of their meeting the requirements for appointment, reappointment, promotion, and for other performance evaluation purposes.
- 4.5 For all Ranked CAS, the OLA is issued by the Office of the Provost. For all Unranked CAS, the OLA is issued by the Office of the Dean, with a copy to the Provost.

#### 5. RANKED CONTRACT ACADEMIC STAFF

##### Ranks and Descriptors

- 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; or
  - ii. Assistant Professor, Associate Professor or Professor (CAS).
- 5.2 Ranked CAS appointed to the rank of Assistant Professor, Associate Professor or Professor, non-tenure track, shall be further designated by one or more appropriate descriptors, placed in parentheses following their rank, as follows:
- i. **(Clinical)**, for appointments that are primarily based on an appointment at an Affiliated Health Institution or where the appointee holds academic duties that involve instruction and training in a clinical setting;
  - ii. **(Professional)**, for appointments that are primarily based on the execution of a profession or professional activities, as appropriate, with external institutions;
  - iii. **(Teaching)**, for appointments that are primarily based in teaching or in leading education initiatives;
  - iv. **(Research)**, for appointments that are primarily based in research;
  - v. **(Academic Administration)** for appointments that are primarily based on academic leadership and administration.
  - vi. **(Post-Retirement)** for nil salary appointments of up to three years that allow newly-retired academic staff to continue, post-retirement, research activities or graduate supervision in accordance with guidelines set by the Office of Graduate and Postdoctoral Studies.

5.3 Faculty Lecturers may be designated by an appropriate descriptor as set out in section 5.2.

### **Academic Duties**

5.4 The designation of Academic Duties of Ranked CAS at the time of appointment shall be the responsibility of the Dean. The Dean shall stipulate two of the three categories of academic duties at the time of appointment and as expectations for reappointment and promotion and for other performance evaluation purposes.

5.4.1 The assignment of Academic Duties to be carried out by Ranked CAS shall be determined by the Departmental Chair and shall be communicated in writing to the staff member within a reasonable time of the Ranked CAS' appointment.

5.5 Ranked CAS shall attend administrative and pedagogical meetings called from time to time by the unit, departmental and faculty level, and shall be available at the University at such times as teaching, research, administrative or such other Academic Duties, including student assessment, counselling and registration, may require.

5.6 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 terms of agreements, such as an affiliation agreement, between the University and the Affiliated Health Institution in which they hold their appointment.

5.7 Unless otherwise specified in the OLA, Ranked CAS are expected to be engaged in, and available for, their assigned Academic Duties throughout the Academic Year.

### **Appointment**

5.8 Ranked CAS shall generally possess the same minimum qualifications as tenure-track academic staff.

5.9 The appointment of Ranked CAS shall be made by the Office of the Provost upon the recommendation of the Dean.

i. Prior to making such recommendation, the Dean shall have consulted an appropriate committee of the Department, chaired by the Departmental Chair.

ii. The Departmental Chair shall submit the committee's 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.

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

5.11 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. A CAS member so appointed shall be designated in their OLA as Professor (CAS).

5.12 A Faculty Lecturer appointed in a single Faculty to teach:

- i. between 9 and 15 credits, or their equivalent as determined by the relevant Faculty, over two (2) consecutive semesters shall be appointed as a part-time Faculty Lecturer;
  - ii. more than 15 credits, or their equivalent as determined by the relevant Faculty, over two (2) consecutive semesters shall be appointed as a full-time Faculty Lecturer.
- 5.13 The appointment of Ranked 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.
- 5.14 The appointment and reappointment of Ranked CAS with the descriptor “Clinical” in the Faculties of Medicine shall be further conditional on the staff member holding an official appointment with an Affiliated Health Institution.
- 5.15 In the event that a Ranked CAS fails to meet a condition of appointment provided for in the OLA, the appointment will terminate on the earlier of:
- i. four (4) weeks following loss of the accreditation or loss of their appointment to an Affiliated Health Institution; or
  - ii. the termination date of the appointment.

### **Appointment and Reappointment Terms**

- 5.16 With the exception of Ranked CAS who are appointed at the rank of Professor, a Ranked CAS is appointed to an initial term of one, two or three years. Exceptionally, a Ranked CAS may be appointed for less than one year where required to replace temporarily a Ranked CAS appointee.
- 5.17 Ranked CAS appointed at the rank of Professor shall be appointed for an Indefinite Term.
- 5.18 A Ranked CAS may be reappointed to a Definite Term Appointment of 6 months or more but less than 4 years.
- 5.19 Ranked CAS who have been continuously employed in the same Faculty for six (6) years shall be appointed for an Indefinite Term.

### **Performance Review**

- 5.20 The Departmental Chair shall provide the Ranked CAS with a written annual review, which shall provide guidance in respect of meeting the requirements for reappointment and promotion.
- 5.21 The Academic Duties of a Ranked CAS, communicated in writing to the staff member and the stipulated expectations for performance, shall form the basis of the annual performance review.

### **Reappointment**

- 5.22 It is the responsibility of Ranked CAS to prepare and pursue their case for reappointment with due diligence. The staff member shall provide the Departmental Chair with the necessary information and documentation (“dossier”) to support their case for reappointment.
- 5.23 A Ranked CAS member’s case for reappointment shall be considered as follows:

- 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.
- 5.24 The case of a Ranked CAS member who holds a Joint Appointment for reappointment shall be considered as follows:
- 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.
- 5.25 The committee, the Dean and the Provost shall each base their respective recommendations on the Ranked CAS member's performance of their Academic Duties taking into consideration the particular allocation of the candidate's Academic Duties.
- 5.26 The committee shall submit its recommendation together with its reasons in writing to the Dean who, in turn, shall submit a recommendation together with reasons in writing to the Provost.
- 5.27 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 in writing with reasons by the committee, the Dean and/or the Provost, as appropriate. The Ranked CAS member shall be provided with the opportunity to address the concerns of the relevant decision-maker, accompanied by an Advisor should the staff member so wish, to address the concerns of the relevant decision-maker.

### **Promotion of Ranked CAS**

- 5.28 It is the responsibility of Ranked CAS to prepare and pursue their case for promotion with due diligence. The staff member shall provide the Departmental Chair with the necessary information and documentation ("dossier") to support their case for promotion.

#### Promotion to Senior Faculty Lecturer

- 5.29 A Faculty Lecturer who has been continuously employed for at least six years as a Faculty Lecturer with the same Department may apply for promotion to the rank of Senior Faculty Lecturer.
- 5.29.1 A Faculty Lecturer who wishes to apply for promotion to Senior Faculty Lecturer before their sixth year as a Faculty Lecturer may do so on the recommendation of the Departmental Chair.
- 5.29.2 A staff member promoted to Senior Faculty Lecturer shall be appointed to an Indefinite Term Appointment.
- 5.29.3 Exceptionally, a Faculty Lecturer or Senior Faculty Lecturer may be promoted to the rank of Assistant Professor (CAS) according to guidelines set by the relevant Faculty.

#### Promotion of Ranked CAS to Associate Professor

- 5.30 An Assistant Professor who has been continuously employed for at least six years as Assistant Professor with the same Department may apply for promotion to the rank of Associate

Professor. Chairs shall encourage qualified Assistant Professors to apply for promotion in all appropriate cases, notably those who are salaried and hold full-time appointments.

- 5.30.1 An Assistant Professor who wishes to apply for promotion to the rank of Associate Professor before their sixth year as Assistant Professor may do so on the recommendation of the relevant Departmental Chair.
- 5.30.2 A staff member promoted to Associate Professor shall be appointed to an Indefinite Term Appointment.
- 5.30.3 An Assistant Professor being considered for promotion to Associate Professor shall establish a record of superior achievement according to the guidelines set by the relevant Faculty.

#### Promotion of Ranked CAS to Professor

- 5.31 An Associate Professor who has been continuously employed for at least ten years as Associate Professor with the same Department may apply for promotion to the rank of Professor.
  - 5.31.1 An Associate Professor who wishes to apply for promotion before their tenth year as Associate Professor may do so on the recommendation of the relevant Departmental Chair.

#### Procedures

- 5.32 Ranked CAS member's case for promotion to a rank other than Professor shall be considered as follows:
  - 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.
- 5.33 The case of a Ranked CAS member who holds a Joint Appointment for promotion to a rank other than that of Professor, shall be considered as follows:
  - 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.
- 5.34 The committee shall submit its recommendation, together with its reasons, in writing to the Dean who, in turn, shall submit their recommendation, together with reasons, in writing to the Provost.
- 5.35 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, in writing, the concerns of the relevant decision-maker.
- 5.36 A Ranked CAS being considered for promotion to the Ranked CAS appointment of Professor shall be considered in accordance with the process set out in the *University Statutes and Regulations Relating to the Employment of Tenure Track and Tenured Academic Staff*

applicable to promotion to the rank of Professor. A CAS member so appointed shall be designated in the University's appointment letter as Professor (CAS), with any appropriate descriptor.

5.37 A Ranked CAS being considered for promotion to 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; or
  - (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; or
  - (c) sustained creative activity as exemplified by external peer and public recognition, appropriate awards and prizes, invited performances, stagings and exhibitions;
- and
- ii. a record of:
  - (a) superior teaching; or
  - (b) superior contributions to the University and scholarly communities.

### **Termination, Notice and Severance**

5.38 The appointment of a Ranked CAS may be terminated at the discretion of the University as follows: -

#### Notice

- i. For Ranked CAS on a Definite Term Appointment with **one year or less** of continuous employment, by the Dean giving the staff member at least one week written notice prior to the termination date of the Ranked CAS' appointment.
- ii. For Ranked CAS on a Definite Term Appointment with **more than one year but less than three years** of continuous employment, by the Dean giving the staff member prior written notice of **at least 20 weeks** prior to the termination date of the Ranked CAS' appointment.
- iii. For Ranked CAS on a Definite Term Appointment with **more than three years** of continuous employment, **or on an Indefinite Term** appointment, by the Provost by giving the staff member prior written notice of **at least 37 weeks** prior to the termination date of the Ranked CAS' appointment.
- iv. The University may, having reasonable and fair regard for the academic interests of the Ranked CAS, the interests of any students working under the Ranked CAS' supervision, or the interests of the University, decide to pay an indemnity equal to the amount of the requisite period of notice in lieu of such notice. In such cases, the payment of the indemnity is conditional upon the employee releasing the University from all claims and damages arising from the termination of the employment contract.

#### Severance

- v. Severance for full-time or part-time Ranked CAS on a **Definite Term Appointment of more than one year, or on an Indefinite Term** appointment, shall be equal to **one**



**month of salary for each year of continuous service** as a Ranked CAS prior to the date of termination of the Ranked CAS' appointment, up to a **maximum payment of 24 months**. The payment of the severance is conditional upon the employee releasing the University from all claims and damages arising from the termination of the employment contract

5.38.1 In the event that notice of termination is not given as prescribed in sections 5.38(ii) or 5.38(iii) the Ranked CAS member's appointment shall be extended for one (1) year and shall terminate without further notice.

5.39 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, up to a maximum payment of 30 months. All other Ranked CAS who were faculty lecturers or ranked part-time academic staff appointed on or after June 1, 1994 are subject to Section 5.38.

5.40 Where a CAS appointment of is terminated under Sections 5.38(ii) or (iii), or Section 5.39, reasons for the termination shall be given.

#### **Payment of Severance**

5.41 Where severance is owed, it shall be paid following termination of employment with the University.

5.42 Where severance is owed, it shall be calculated on the staff member's average annual University salary (without stipends or awards) attributable to their CAS appointment, earned in the last three years of employment

5.43 A staff member paid severance may not be rehired by the University during the period covered by severance.

5.44 The provisions on termination and severance do not apply to Ranked CAS:

- i. on nil salary appointments;
- ii. paid by stipend;
- iii. on Definite Term Appointment of less than one year;
- iv. whose OLA states that the Definite Term appointment is not subject to renewal;
- v. whose appointment terminates due to the failure to obtain, or maintain, the conditions stipulated in the OLA;
- vi. whose appointment is terminated for non-performance of academic duties; or
- vii. whose appointment is terminated for disciplinary reasons.

## **6. UNRANKED CONTRACT ACADEMIC STAFF**

### **General Provisions**

6.1 Unranked CAS consists of those persons who are so designated in their OLA.

6.2 Unranked CAS member is appointed to one of the following unranked academic classifications, which shall be specified in the appointee's OLA:

- i. **Adjunct Professor**, who is a person employed by or associated with a university other

than McGill, a government, industry, or a profession, whose professional qualifications and/or experience allow him/her to participate in the teaching and/or research activities of the Department or Faculty to which he or she is appointed;

- ii. **Professor of Practice**, who is a professional, business, industry or government leader who has made major contributions to their 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 they are appointed;
- iii. **Associate Member**, who is a person holding an appointment within the University and who is appointed as an Associate Member to participate in the academic activities of another unit of the University;
- iv. **Affiliate Member**, who is a person holding an appointment external to the University and who is appointed as an Affiliate Member to participate in the academic activities of a unit of the University;
- v. **Academic Associate** or **Senior Academic Associate**, who is a person who has obtained a doctorate or equivalent in a relevant discipline and is appointed in their professional capacity to support the academic unit to which they are appointed and who engages in teaching, research and/or other academic activities within that unit.

6.3 Unranked CAS members shall further be designated as full-time or part-time in their OLA.

### **Academic Duties**

- 6.4 Unranked CAS shall participate in the academic activities of the academic units to which they are appointed.
- 6.5 The allocation of Academic Duties and other responsibilities shall be determined by the Departmental Chair in consultation with the Dean and staff member, and shall be communicated in writing to the staff member.
- 6.6 Assigned academic duties shall serve as the basis for expectations for the appointment, reappointment and performance evaluation of Unranked CAS.
- 6.7 Unranked CAS are expected to be engaged during the Academic Year in their assigned Academic Duties, and to be available at the University at such times as their duties may require.
- 6.8 Unranked CAS shall comply with applicable University regulations and policies governing the responsibilities of members of the academic staff.

### **Appointments**

- 6.9 The appointment of Unranked CAS shall be made by the Dean upon the written recommendation of the Departmental Chair who shall provide reasons for the recommendation. Appointments shall be made in accordance with these Regulations.
- 6.10 Unranked CAS shall initially be appointed for a Definite Term Appointment of not more than three years.
- 6.11 The 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.
- 6.12 In the event that the Unranked CAS fails to acquire or maintain a condition of the appointment, the appointment will terminate, without notice or compensation, on the earlier of either:
- i. four weeks following loss of the accreditation or loss of their appointment to an Affiliated Health Institution; or
  - ii. the normal termination date of their appointment.

### **Reappointment**

- 6.13 Adjunct Professors, Professors of Practice, Associate Members and Affiliate Members may be reappointed for additional Definite Term Appointments of not more than three years at a time.
- 6.14 An Academic Associate or Senior Academic Associate may be reappointed for an additional Definite Term Appointment of not more than three years. However, an Academic Associate or Senior Academic Associate who is continuously employed for six years shall be recommended for reappointment for an Indefinite Term.
- 6.15 The conditions for reappointment of Unranked CAS shall be determined by the Departmental Chair in accordance with these Regulations.
- 6.16 Recommendations for the reappointment of Unranked CAS shall be submitted, with reasons, by the Department Chair to the Dean, who shall make decisions as to reappointment.

### **Performance Review**

- 6.17 The Departmental Chair shall provide Unranked CAS who are not nil salary with annual written performance review.

### **Termination and Notice – Adjunct Professors, Professors of Practice, Associate Members and Affiliate Members**

- 6.18 The appointment of Adjunct Professors, Professors of Practice, Associate Members or Affiliate Members may be terminated at the discretion of the University as follows:

#### Notice

- i. For a staff member on a Definite Term Appointment of **one year or less** of continuous employment, by the Dean giving the staff member prior written notice of at least one week prior to the termination date of the staff member's appointment.
- ii. For a staff member on a Definite Term Appointment of **more than one year, but less than three years** of continuous employment, by the Dean giving the staff member prior written notice of at least four weeks prior to the termination date of the staff member's appointment.
- iii. For a staff member with **three or more years** of continuous employment, by the Dean giving the staff member prior written notice of at least eight weeks prior to the termination date of the staff member's appointment.

- iv. The University may, having reasonable and fair regard for the academic interests of the staff member, the interests of any students working under the staff member's supervision, or the interests of the University, decide to pay an indemnity equal to the amount of the requisite period of notice in lieu of such notice. In such cases, the payment of the indemnity is conditional upon the employee releasing the University from all claims and damages arising from the termination of the employment contract.

The appointment shall then terminate without further notice or compensation.

- 6.19 The provisions on termination do not apply to Adjunct Professors, Professors of Practice, Associate Members or Affiliate Members:
- i on nil salary appointments;
  - ii paid by stipend
  - iii on Definite Term Appointment of less than one year;
  - iv whose OLA states that their Definite Term Appointment is not subject to renewal;
  - v whose appointment terminates due to the failure to obtain, or maintain, the conditions stipulated in the OLA;
  - vi whose appointment is terminated for non-performance of academic duties; or
  - vii whose appointment is terminated for disciplinary reasons.

### **Termination, Notice and Severance – Academic Associates**

- 6.20 The appointment of an Academic Associate may be terminated at the discretion of the University as follows:

#### Notice

- i. For an Academic Associate on a Definite Term Appointment of **one year or less** of continuous employment, by the Dean giving the staff member at least one week written notice prior to the termination date of the Ranked CAS' appointment.
- ii. For an Academic Associate on a Definite Term Appointment of **more than one year, but less than 3 years** of continuous employment, by the Dean giving the Academic Associate prior written notice of **at least 13 weeks** prior to the termination date of the Academic Associate's appointment.
- iii. For an Academic Associate on a Definite Term appointment with **more than three years** of continuous employment, or for an Academic Associate on an **Indefinite Term Appointment**, by the Dean giving the staff member prior written notice of **at least 26 weeks** prior to the termination date of the Academic Associate's appointment.
- iv. The University may, having reasonable and fair regard for the academic interests of the Academic Associate, the interests of any students working under the Academic Associate's supervision, or the interests of the University, decide to pay an indemnity equal to the amount of the requisite period of notice in lieu of such notice. In such cases, the payment of the indemnity is conditional upon the employee releasing the University from all claims and damages arising from the termination of the employment contract.

#### Severance

- v. Severance for a full-time or part time Academic Associate appointment of **more than one year, or on an Indefinite Term** appointment, shall be equal to **one month salary for each year of continuous service** as an Academic Associate prior to the date of

termination of the Academic Associate’s appointment, to a **maximum payment of 12 months**. The payment of the severance is conditional upon the employee releasing the University from all claims and damages arising from the termination of the employment contract

- 6.21 Where the appointment of an Academic Associate is terminated under Section 6.20 (ii) or (iii), reasons for the termination shall be given.
- 6.22 Where severance is owed, it shall be paid following termination of employment with the University.
- 6.23 Where severance is owed, it shall be calculated on the staff member’s average annual University salary (without stipends or awards) attributable to their CAS appointment, earned in the last three years of employment.
- 6.24 A staff member paid severance may not be rehired by the University during the period covered by severance.
- 6.25 The provisions on termination and severance do not apply to an Academic Associate:
  - i. on nil salary appointments;
  - ii. paid by stipend;
  - iii. on a Definite Term appointment of less than one year;
  - iv. whose OLA states that the Definite Term Appointment is not subject to renewal;
  - v. whose appointment terminates due to the failure to obtain or maintain, the conditions stipulated in the OLA;
  - vi. whose appointment is terminated for non-performance of academic duties; or
  - vii. whose appointment is terminated for disciplinary reasons.

<b>Legislative History:</b>		
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