



Memorandum

Office of the Provost and VP (Academic)
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TO: Senate

FROM: Professor Angela Campbell, Associate Provost (Equity & Academic Policies)

SUBJECT: Revisions to the *Regulations Relating to the Employment of Contract Academic Staff* and to the *Regulations on Retirement of Academic Staff*, and proposal for new *Regulations Relating to Visiting Academic Appointments*

DATE: October 25, 2017

DOCUMENT #: D17-14

ACTION REQUIRED: INFORMATION APPROVAL/DECISION

ISSUE Proposal for revisions to two existing regulations and for the establishment of a new regulation, all of which are brought to Senate for approval.

BACKGROUND & RATIONALE McGill's *Regulations Relating to the Employment of Contract Academic Staff* were established in 2010. The proposed revisions seek to modernize these, and have them reflect and clearly describe current categories of Contract Academic Staff (CAS). Notably, several categories of CAS have unionized in recent years, and the Regulations no longer apply to them.

While visiting appointments are currently governed by the *Regulations Relating to the Employment of Contract Academic Staff*, it is preferable to have a separate regulation for them given their unique status at the University.

An amendment to the terms for appointment of emeritus professors under the *Regulations on Retirement of Academic Staff* is proposed to allow part-time CAS to be eligible for this designation on retirement.

PRIOR CONSULTATION MAUT; Faculty Deans; McGill Legal Counsel, Senate in September 2017.

SUSTAINABILITY CONSIDERATIONS N/A

IMPACT OF DECISION AND NEXT STEPS Presentation to the Board of Governors for consideration.

MOTION OR RESOLUTION FOR APPROVAL *Be it resolved that Senate approve, and recommend to the Board of Governors for approval, the proposed revisions to the Regulations Relating to the Employment of Contract Academic Staff, as presented in Appendix A.*

Be it resolved that Senate approve, and recommend to the Board of Governors for approval, the new Regulations Relating to Visiting Academic Appointments, as presented in Appendix B.

Be it resolved that Senate approve, and recommend to the Board of Governors for approval, the proposed revisions to the Regulations on Retirement of Academic Staff, as presented in Appendix C.

APPENDICES

Appendix A: Proposed revisions to the *Regulations Relating to the Employment of Contract Academic Staff*

Appendix B: Proposal for new *Regulations Relating to Visiting Academic Appointments*

Appendix C: Proposed revisions to the *Regulations on Retirement of Academic Staff*

Appendix D: CAS categories

October 2017

Regulations Relating to the Employment of Contract Academic Staff

History to be revised

Approved

Senate

Board of Governors

Effective Date:

Full legislative history appears at the end of this document.

<p>Note: Section 2.5 of these Regulations defines Contract Academic Staff as members of the academic staff other than those covered by a collective agreement. Consequently,</p> <ul style="list-style-type: none"> • 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. 	<p>Classifications Removed:</p> <ul style="list-style-type: none"> • Research Scientist and Senior Research Scientist previously in Sept-2010 CAS Regs, article 5.1 (iii) • Research Scholar and Senior Research Scholar (previously in Sept-2010 CAS Regs, article 5.1 (iv)) <p>Sections Removed: Sections 7: Course Lecturers and Course Instructors</p> <p>Section Moved to a separate new regulation: Section 9: Visiting Academic Staff</p>
<p>CURRENT</p>	<p>PROPOSED</p>
<p>1. SCOPE</p> <p>1.1 The Regulation herein set out the general terms of employment by the University of the Contract Academic Staff as they relate to their appointment, reappointment and termination.</p> <p>2. DEFINITIONS</p> <p>2.1 “Academic Duties” mean any two of the following activities:</p> <p>(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;</p> <p>(ii) research and other original scholarly activities, and professional activities; and</p> <p>(iii) other contributions to the University and external scholarly communities.</p> <p>2.2 “Academic Year” means the period from the 1st of September to the 31st of August next following.</p> <p>2.3 “Advisor” means a member of the University community who has agreed to act in an</p>	<p>1. SCOPE</p> <p>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.</p> <p>2. DEFINITIONS</p> <p>2.1 “Academic Duties” consist of the following activities:</p> <p>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;</p> <p>ii. research and other original scholarly activities, and professional activities; and</p> <p>iii. other contributions to the University and external scholarly communities</p> <p>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.</p> <p>2.3 “Advisor” means a member of the University community who has agreed to act in an advisory</p>

<p>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.</p> <p>2.4 "Affiliated Health Institution" means a hospital, or health centre, clinic or institute with which the University has concluded a contract of affiliation.</p> <p>2.5 "Contract Academic Staff" (or "CAS") means a member of the academic staff, other than a member of staff:</p> <ul style="list-style-type: none"> (i) appointed under the <i>Regulations Relating to the Employment of Tenure Track Staff</i>; (ii) appointed under the <i>Regulations Relating to the Employment of Librarian Staff</i>; or (iii) covered by any collective agreement. <p>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.</p> <p>2.7 "Definite Term Appointment" means an appointment of limited duration with a fixed end date.</p> <p>2.8 "Department" includes:</p> <ul style="list-style-type: none"> (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. <p>2.9 "Departmental Chair" includes:</p> <ul style="list-style-type: none"> (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. <p>2.10 "Indefinite Term Appointment" means an appointment of unlimited duration without a fixed end date.</p> <p>2.11 "Joint Appointment" means an appointment to more than one Department and/or faculty as indicated in the OLA.</p> <p>2.12 "Nominal Termination Date" means the calendar day in each year immediately</p>	<p>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</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> i appointed under the <i>Regulations Relating to the Employment of Tenure Track and Tenured Academic Staff</i>; ii appointed under the <i>Regulations Relating to the Employment of Librarian Staff</i>; or iii covered by any collective agreement. <p>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.</p> <p>2.7 "Definite Term Appointment" means an appointment of limited duration, with a fixed end date.</p> <p>2.8 "Department" means:</p> <ul style="list-style-type: none"> 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. <p>2.9 "Departmental Chair" means:</p> <ul style="list-style-type: none"> 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. <p>2.10 "Indefinite Term Appointment" means an appointment without a fixed end date.</p> <p>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.</p>
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<p>preceding the anniversary of the commencement of an Indefinite Term Appointment.</p> <p>2.13 “Official Letter of Appointment” (hereafter “OLA”) means the letter of appointment or reappointment issued under these Regulations in accordance with the <i>Regulations Relating to the Approval of Contracts and Signing Authority</i> (Academic Contracts of Employment and Academic Administrative Appointments).</p> <p>2.14 “University Tenure Committee for Recruitment” means the University Tenure Committee for Recruitment provided for in the <i>Regulation Relating to the Employment of Tenure Track Staff</i>.</p> <p>2.15 All references to Deans, Departmental Chairs and Provost include their delegates.</p> <p>3. NOTICES</p> <p>3.1 Any notice required to be communicated under these Regulations may be communicated either:</p> <ul style="list-style-type: none"> (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. <p>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:</p> <ul style="list-style-type: none"> (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. 	<p>2.12 “Nominal Termination Date” means the calendar day in each year immediately preceding the anniversary of the commencement of an Indefinite Term Appointment.</p> <p>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.</p> <p>2.13 “University Tenure Committee for Recruitment” means the University Tenure Committee for Recruitment provided for in the <i>Regulation Relating to the Employment of Tenure Track and Tenured Academic Staff</i>.</p> <p>2.14 All references to the Provost, to Deans and to Departmental Chairs include their authorized delegates.</p> <p>3. NOTICE</p> <p>3.1 Any notice required to be communicated under these Regulations may be communicated either:</p> <ul style="list-style-type: none"> 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. <p>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:</p> <ul style="list-style-type: none"> 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.
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4. CLASSIFICATIONS	GENERAL PROVISIONS
<p>4.1 CAS shall be designated as either:</p> <ul style="list-style-type: none"> (i) ranked; or (ii) un-ranked; <p>in their OLA.</p> <p>4.2 CAS may be further designated as full-time or part-time in their OLA.</p> <p>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:</p> <ul style="list-style-type: none"> (i) these Regulations; (ii) the <i>Regulations Relating to the Employment of Tenure Track Staff</i>; or (iii) the <i>Regulations Relating to the Employment of Librarian Staff</i>. <p>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.</p>	<p>4.1 “Contract Academic Staff” (or “CAS”) are designated in their OLA as being:</p> <ul style="list-style-type: none"> i. Ranked or Unranked; ii. full-time or part-time; iii. on Definite Term or Indefinite Term appointment. <p>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.</p> <p>4.3 A CAS member appointed full-time may not simultaneously hold another appointment at the University other than academic administrative appointments..</p> <p>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,</p> <p>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.</p> <p>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.</p>

5. RANKED CAS	RANKED CONTRACT ACADEMIC STAFF
<p>5.1 “Ranked CAS” means a CAS member who is appointed in the OLA to one of the following ranks:</p> <ul style="list-style-type: none"> (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 <p>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 be limited to:</p> <ul style="list-style-type: none"> (i) Clinical; (ii) Professional; (iii) Practice. <p>5.1.1.1 Additional descriptors (such as Teaching, Research, Performance, etc.) may be established by the Provost in consultation with Deans.</p>	<p>Ranks and Descriptors</p> <p>5.1 Ranked CAS means a CAS member who is appointed in the OLA to one of the following ranks:</p> <ul style="list-style-type: none"> i. Faculty Lecturer or Senior Faculty Lecturer; ii. Assistant Professor, Associate Professor or Professor (CAS). <p>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:</p> <ul style="list-style-type: none"> 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. <p>5.3 Faculty Lecturers may be designated by an appropriate descriptor as set out in section 5.2.</p> <p>Academic Duties [previously sections 5.5.1ff]</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>5.6 The Academic Duties of Ranked CAS designated “Clinical” appointed to the Faculties of Medicine or Dentistry who</p>

<p>Appointment</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p>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.</p> <p>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.</p> <p>Appointment</p> <p>5.8 Ranked CAS shall generally possess the same minimum qualifications as tenure-track academic staff.</p> <p>5.9 The appointment of Ranked CAS shall be made by the Office of the Provost upon the recommendation of the Dean.</p> <p>i. Prior to making such recommendation, the Dean shall have consulted an appropriate committee of the Department, chaired by the Departmental Chair.</p> <p>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.</p> <p>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.</p> <p>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).</p> <p>5.12 A Faculty Lecturer appointed in a single Faculty to teach:</p> <p>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;</p> <p>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.</p> <p>5.13 The appointment of Ranked CAS may be made contingent on their acquiring and/or maintaining:</p> <p>i. appropriate professional accreditation;</p> <p>ii. an appointment in an Affiliated Health Institution; or</p> <p>iii. other credentials or qualifications deemed necessary for the appointment.</p> <p>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</p>
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<p>Reappointment</p> <p>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.</p> <p>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.</p>	<p>appointment with an Affiliated Health Institution.</p> <p>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:</p> <ul style="list-style-type: none"> 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. <p>Appointment and Reappointment Terms [previously ss. 5.6.1ff]</p> <p>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.</p> <p>5.17 Ranked CAS appointed at the rank of Professor shall be appointed for an Indefinite Term.</p> <p>5.18 A Ranked CAS may be reappointed to a Definite Term Appointment of 6 months or more but less than 4 years.</p> <p>5.19 Ranked CAS who have been continuously employed in the same Faculty for six (6) years shall be appointed for an Indefinite Term.</p> <p>Performance Review [previously ss. 5.8.1ff]</p> <p>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.</p> <p>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.</p> <p>Reappointment</p> <p>[Moved to 4.4] 5.15 Each Faculty 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 within the Faculty. The criteria shall provide guidance to Ranked CAS in anticipation of their meeting the requirements for reappointment.</p> <p>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.</p> <p>5.23 A Ranked CAS member’s case for reappointment shall be considered as follows:</p> <ul style="list-style-type: none"> i. first, by an appropriate committee of the Department chaired by the Departmental
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<p>5.3.3 A Ranked CAS member's case for reappointment shall be considered:</p> <ul style="list-style-type: none"> (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. <p>5.3.3.1 The case of a Ranked CAS member who holds a Joint Appointment for reappointment shall be considered:</p> <ul style="list-style-type: none"> (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. <p>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.</p> <p>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.</p> <p>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.</p>	<ul style="list-style-type: none"> Chair; ii. second, by the Dean; and iii. third, by the Provost. <p>5.24 The case of a Ranked CAS member who holds a Joint Appointment for reappointment shall be considered as follows:</p> <ul style="list-style-type: none"> 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. <p>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.</p> <p>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.</p> <p>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.</p>
<p>Promotion</p> <p>5.4.1 Ranked CAS may apply for promotion:</p> <ul style="list-style-type: none"> (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. <p>However, a Department, with the consent of the staff member, may recommend the staff member's promotion at any time.</p> <p>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</p>	<p>Promotion of Ranked CAS</p> <p>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.</p> <p><u>Promotion to Senior Faculty Lecturer</u></p> <p>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.</p> <p>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.</p> <p>5.29.2 A staff member promoted to Senior Faculty Lecturer shall be appointed to an Indefinite Term Appointment.</p>

<p>writing to Ranked CAS. The criteria shall provide guidance to Ranked CAS in anticipation of their meeting the requirements for promotion.</p> <p>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.</p>	<p>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.</p> <p><u>Promotion of Ranked CAS to Associate Professor</u></p> <p>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.</p> <p>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.</p> <p>5.30.2 A staff member promoted to Associate Professor shall be appointed to an Indefinite Term Appointment.</p> <p>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.</p> <p><u>Promotion of Ranked CAS to Professor</u></p> <p>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.</p> <p>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.</p> <p>{Moved to 4.4]-5.24 Each Faculty shall establish written criteria for the promotion of Ranked CAS to a rank other than the rank of Professor. These criteria shall be approved the Provost, 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 promotion.</p> <p><u>Procedures</u></p>
<p>5.4.2.3 Ranked CAS member's case for promotion, to a rank other than Professor, shall be considered:</p> <ul style="list-style-type: none"> (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. <p>5.4.2.4 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:</p>	<p>5.32 Ranked CAS member's case for promotion to a rank other than Professor shall be considered as follows:</p> <ul style="list-style-type: none"> 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. <p>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:</p>

<p>(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;</p> <p>(ii) second, by the Dean or, where appropriate, the Deans; and</p> <p>(iii) third, by the Provost.</p> <p>5.4.2.5 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.</p> <p>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.</p> <p>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 <i>University Statutes and Regulations Relating to the Employment of Academic Staff</i> applicable to promotion to the rank of Professor.</p> <p>5.4.3.1 A Ranked CAS being considered for promotion to the rank of Professor shall establish:</p> <p>(i) a record of highly significant contributions in one or more of the areas of:</p> <p>(a) research and/or other original scholarly activities as evidenced by international recognition by peers;</p> <p>(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</p> <p>(c) sustained creative activity as exemplified by external peer and public recognition, appropriate awards and prizes, invited performances, stagings and exhibitions;</p> <p>(ii) an outstanding teaching record; and</p> <p>(iii) a consistent and reasonable record of other contributions to the University and scholarly communities.</p> <p>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 <i>Regulations Relating to the Employment of Academic Staff</i>.</p>	<p>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;</p> <p>ii. second, by the Dean or, where appropriate, the Deans; and</p> <p>iii. third, by the Provost.</p> <p>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.</p> <p>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.</p> <p>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 <i>University Statutes and Regulations Relating to the Employment of Tenure Track and Tenured Academic Staff</i> 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.</p> <p>5.37 A Ranked CAS being considered for promotion to Professor shall establish:</p> <p>(i) a record of highly significant contributions in one or more of the areas of:</p> <p>(a) research and/or other original scholarly activities as evidenced by international recognition by peers; or</p> <p>(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</p> <p>(c) sustained creative activity as exemplified by external peer and public recognition, appropriate awards and prizes, invited performances, stagings and exhibitions;</p> <p>and</p> <p>(ii) a record of:</p> <p>(a) superior teaching; or</p> <p>(b) superior contributions to the University and scholarly communities.</p> <p><i>[section 5.4.4 removed as it is addressed in the Retirement Regulations – see Section 5]</i></p>
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<p>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:</p> <ul style="list-style-type: none"> (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. <p>Performance Review</p> <p>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.</p> <p>Termination</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>5.9.3 Sections 5.9.1.1 through 5.9.2 do not apply to Ranked CAS:</p> <ul style="list-style-type: none"> (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. <p>Severance</p> <p>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:</p> <ul style="list-style-type: none"> (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; 	<p>Performance Review [moved up to 5.20]</p> <p>Termination, Notice and Severance</p> <p>5.38 The appointment of a Ranked CAS may be terminated at the discretion of the University as follows:</p> <p>Notice</p> <ul style="list-style-type: none"> 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 and but less than three years or less 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, <u>having reasonable and fair regard for the academic interests of the Ranked CAS, the interests of any</u>
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<p>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.</p> <p>5.10.2 Ranked CAS who are or have been paid exclusively from restricted or soft funds in the past five years who are:</p> <ul style="list-style-type: none"> (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; <p>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.</p> <p>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.</p> <p>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.</p>	<p><u>students working under the Ranked CAS' supervision, or the interests of the University, decide to pay severance-an indemnity</u> equal to the amount of the requisite period of notice in lieu of such notice. <u>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.</u></p> <p>Severance</p> <p>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. <u>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</u></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Payment of Severance</p> <p>5.41 Where severance is owed, it shall be paid following termination of employment with the University.</p> <p>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</p> <p>5.43 A staff member paid severance may not be rehired by the University during the period covered by severance.</p> <p>5.44 The provisions on termination and severance do not apply to Ranked CAS:</p> <ul style="list-style-type: none"> i. on nil salary appointments; ii. paid by stipend;
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	<ul style="list-style-type: none">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; orvii. whose appointment is terminated for disciplinary reasons.
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6. UNRANKED CAS	6. UNRANKED CONTRACT ACADEMIC STAFF
<p>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.</p> <p>6.1.1 Unranked CAS shall be those staff appointed in their OLA to one of the following unranked academic classifications:</p> <ul style="list-style-type: none"> (i) <i>removed</i> (ii) <i>removed</i>; (iii) Associate Curator or Curator; (iv) Academic Associate or Senior Academic Associate; (v) <i>removed</i> <p>Additional unranked academic classifications may be established as necessary by the Provost in consultation with Deans.</p> <p>6.1.2 The provisions of sections 6 apply to Unranked CAS other than those appointed as:</p> <ul style="list-style-type: none"> (i) <i>removed</i> (ii) Adjunct Professors or Professors of Practice; (iii) Visiting Academic Staff; <p>whose terms and conditions of appointment or invitation are set out in sections 7, 8 and 9 respectively.</p>	<p>General Provisions</p> <p>6.1 Unranked CAS consists of those persons who are so designated in their OLA.</p> <p>6.2 Unranked CAS member is appointed to one of the following unranked academic classifications, which shall be specified in the appointee’s OLA:</p> <ul style="list-style-type: none"> 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. <p>6.3 Unranked CAS members shall further be designated as full-time or part-time in their OLA.</p>
<p>Academic Duties</p> <p>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.</p> <p>6.3.2 The Departmental Chair may vary the Academic Duties of Unranked CAS after consulting with the staff member.</p>	<p>Academic Duties</p> <p>6.4 Unranked CAS shall participate in the academic activities of the academic units to which they are appointed.</p> <p>6.5 The allocation of Academic Duties and other responsibilities shall be determined by the Departmental Chair in consultation with the Dean</p>

<p>Appointments & Reappointments</p> <p>6.2.1 The appointment of Unranked CAS shall be made by the Departmental Chair in accordance with these Regulations and the <i>Regulations Relating to the Approval of Contracts and Signing Authority</i> (“Academic Contracts of Employment and Academic Administrative Appointments”).</p> <p>6.2.2 The reappointment of Unranked CAS shall be determined by her or his Departmental Chair.</p> <p>Term of Appointment & Reappointment</p> <p>6.4.1 Unranked CAS shall initially be appointed for a Definite Term of not more than three (3) years.</p> <p>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.</p> <p>Terms & Conditions of Appointment</p> <p>6.5.2 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.</p> <p>6.5.3 Unranked CAS shall not be eligible for consideration for tenure but they may apply for positions that are advertised 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.</p> <p>6.5.4 The continuation of appointment of Unranked CAS may be made contingent on acquiring and/or maintaining: (i) appropriate professional accreditation;</p>	<p>and staff member, and shall be communicated in writing to the staff member.</p> <p>6.6 Assigned academic duties shall serve as the basis for expectations for the appointment, reappointment and performance evaluation of Unranked CAS.</p> <p>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.</p> <p>6.8 Unranked CAS shall comply with applicable University regulations and policies governing the responsibilities of members of the academic staff.</p> <p>Appointments</p> <p>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.</p> <p>6.10 Unranked CAS shall initially be appointed for a Definite Term Appointment of not more than three years.</p> <p>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.</p> <p>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.</p> <p>Reappointment</p> <p>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.</p> <p>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.</p> <p>6.15 The conditions for reappointment of Unranked CAS</p>
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<p>(ii) an appointment in an Affiliated Health Institution; or</p> <p>(iii) other credentials or qualifications deemed necessary for the appointment.</p> <p>6.5.4.1 In the event that Unranked CAS fail to meet a condition provided for in section 6.5.4 their appointment will terminate either:</p> <p>(i) four (4) weeks following loss of the accreditation or appointment; or</p> <p>(ii) on the normal termination date of their appointment;</p> <p>whichever is the earlier.</p> <p>Performance Review</p> <p>6.6.1 The Departmental Chair shall provide Unranked CAS with annual written performance review.</p> <p>Termination</p> <p>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.</p> <p>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.</p> <p>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:</p> <p>(i) two (2) months in the case of CAS entitled to four (4) weeks' notice; and</p> <p>(ii) four (4) months in the case of CAS entitled to eight (8) weeks' notice.</p> <p>6.7.3 Sections 6.7.1.1 through 6.7.2 do not apply to Unranked CAS:</p> <p>(i) whose OLA states that their Definite Term Appointment is not subject to renewal;</p> <p>(ii) whose appointment terminates in accordance with section 6.5.4.1;</p> <p>(iii) holding a post-retirement CAS appointment; or</p> <p>(iv) whose appointment is terminated for just and sufficient cause.</p> <p>6.7.4 Any notice required to be communicated to Unranked CAS shall be communicated in accordance with section 3.</p> <p>Severance Payments</p> <p>6.8.1 Unranked CAS:</p> <p>(i) appointed to an Indefinite Term Appointment; or</p>	<p>shall be determined by the Departmental Chair in accordance with these Regulations.</p> <p>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.</p> <p>Performance Review</p> <p>6.17 The Departmental Chair shall provide Unranked CAS who are not nil salary with annual written performance review.</p> <p>Termination and Notice – Adjunct Professors, Professors of Practice, Associate Members and Affiliate Members</p> <p>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:</p> <p><u>Notice</u></p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(iii)(iv) <u>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.</u></p>
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<p>(ii) who have held Definite Term Appointments for a continuous period of five (5) years; and</p> <p>(iii) who are terminated other than for just and sufficient cause;</p> <p>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.</p> <p>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.</p>	<p>The appointment shall then terminate without further notice or compensation.</p> <p>6.19 The provisions on termination do not apply to Adjunct Professors, Professors of Practice, Associate Members or Affiliate Members:</p> <ul style="list-style-type: none"> (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. <p>Termination, <u>Notice</u> and Severance – Academic Associates</p> <p>6.20 The appointment of an Academic Associate may be terminated at the discretion of the University as follows:</p> <p><u>Notice</u></p> <ul style="list-style-type: none"> 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, with-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. <u>iii.</u> 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. <u>iii.iv.</u> <u>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</u>
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<p>7. ADJUNCT PROFESSOR AND PROFESSOR OF PRACTICE</p> <p>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.</p> <p>7.1.2 “Professor of Practice” means a person who is 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.</p> <p>7.2 Adjunct Professors and Professors of Practice shall consist of those persons who are so designated in their OLA.</p> <p>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.</p> <p>7.4.1 The initial appointment of Adjunct Professors and Professors of Practice shall be for a definite term not exceeding three (3) years.</p> <p>7.4.2 Adjunct Professors and Professors of Practice may be reappointed for additional definite terms not exceeding three (3) years.</p> <p>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.</p> <p>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.</p> <p>7.7 Adjunct Professors and Professors of Practice are not eligible for:</p> <p>(i) consideration for tenure or promotion;</p> <p>(ii) severance or compensation on the termination of their appointment.</p> <p>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.</p>	<p><u>termination of the employment contract.</u></p> <p><u>Severance</u></p> <p>iv. <u>v.</u> 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. <u>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</u></p> <p>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.</p> <p>6.22 Where severance is owed, it shall be paid following termination of employment with the University.</p> <p>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.</p> <p>6.24 A staff member paid severance may not be rehired by the University during the period covered by severance.</p> <p>6.25 The provisions on termination and severance do not apply to an Academic Associate:</p> <p>i. on nil salary appointments;</p> <p>ii. paid by stipend;</p> <p>iii. on a Definite Term appointment of less than one year;</p> <p>iv. whose OLA states that the Definite Term Appointment is not subject to renewal;</p> <p>v. whose appointment terminates due to the failure to obtain or maintain, the conditions stipulated in the OLA;</p> <p>vi. whose appointment is terminated for non-performance of academic duties; or</p> <p>vii. whose appointment is terminated for disciplinary reasons.</p> <p>7. ADJUNCT PROFESSOR AND PROFESSOR OF PRACTICE</p> <p>[moved up – ss 6.1-6.8]</p>
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Regulations Relating to Visiting Academic Appointments

Current	Proposed – NEW
<p style="text-align: center;">Section 8 - VISITING ACADEMIC STAFF</p> <p style="text-align: center;">[Regulations Relating to the Employment of CAS]</p>	<p style="text-align: center;">Regulations Relating to Visiting Academic Appointments</p>
<p>8. VISITING ACADEMIC STAFF</p>	<p>1. SCOPE</p> <p>These regulations set out the general terms and conditions relating to visitors and their visiting academic appointments to the University.</p> <p>2. DEFINITIONS</p> <p>2.1 “Academic Year” means the period from the 1st of September to the 31st of August next following.</p> <p>2.2 “Dean” means the Dean of the Faculty, School of Continuing Studies or Libraries to which the Visitor has been appointed as indicated in his or her Official Letter of Invitation.</p> <p>2.3 “Definite Term” means an invitation of limited duration with a fixed end date</p> <p>2.4 “Department” includes an academic institute, school, centre and, where appropriate, a Faculty without Departments.</p> <p>2.5 “Departmental Chair” includes the Chairs of academic departments, Directors of academic institutes, schools and centres and, where appropriate, Deans of Faculties without departments.</p> <p>2.6 “Official Letter of Invitation” (“OLI”) means the letter of invitation issued by the Dean to the Visitor according to these Regulations.</p> <p>2.7 “Regular Academic Staff:” means academic staff of the University appointed under:</p> <ul style="list-style-type: none"> i. the <i>Regulations Relating to the Employment of Tenure Track and Tenured Academic Staff</i>; ii. <i>Regulations Relating to the Employment of Librarian Staff</i>; <p style="text-align: center;">and</p>

<p>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.</p> <p>8.2 Visiting Academic Staff shall consist of those persons who are so described in their official letter of invitation.</p> <p>8.3 Visiting Academic Staff shall be accorded one of the following designations:</p> <ul style="list-style-type: none"> (i) Visiting Fellow; (ii) Visiting Professor; or (iii) Visiting Scholar. 	<p>iii. <i>Regulations Relating to the Employment of Contract Academic Staff.</i></p> <p>2.8.1 “Visitor” means a person invited to McGill University under these Regulations.</p> <p>2.8.2 A Visitor is a person who is invited to visit McGill University for a specific academic purpose and for a limited time, within an academic Department of the University.</p> <p>2.8.3 A Visitor consists of those persons who are so described in their OLI issued in accordance with these Regulations.</p> <p>2.9 “Visiting Academic Appointment” means an invitation of limited duration, with a fixed end date and term, made to a Visitor under these Regulations.</p> <p>2.10 All references to Deans, Departmental Chairs and Provost include their authorized delegates.</p> <p>3. NOTICES</p> <p>3.1 Any notice required to be communicated under these Regulations may be communicated either:</p> <ul style="list-style-type: none"> i. by delivery to the relevant Department at the University; ii. by mail; or iii. by e-mail to the Visitor’s official University e-mail address. <p>4. VISITING ACADEMIC APPOINTMENTS</p> <p>4.1 A Visitor is not a member of staff or student of the University.</p> <p>Classifications</p> <p>4.2 A Visitor shall be accorded one of the following designations:</p> <ul style="list-style-type: none"> i Visiting Fellow, who is a person holding a post-graduate fellowship or other award, conferred by another institution or agency other than McGill, who is invited to pursue research and scholarly activities, for a limited duration, within an academic unit of the University. ii. Visiting Professor, who is a person holding a ranked academic appointment, or its equivalent, in another academic institution, and who is invited to pursue research and scholarly activities and/or
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<p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>	<p>engage in teaching, for a limited duration, within an academic unit of the University; or</p> <p>iii. Visiting Scholar, who is a person who holds a recognized professional or scholarly designation with another academic institution, governmental, corporate or related agency, who is invited to pursue research and scholarly activities and/or engage in teaching, for a limited duration, within an academic unit of the University.</p> <p>Duration</p> <p>4.5 An invitation to a Visitor shall be for a Definite Term that normally shall not exceed 12 months. Exceptionally, where the Dean provides a rationale to the Provost, initial invitations may be for a Definite Term of up to two years.</p> <p>4.6 An invitation may be renewed for further periods provided that the duration of the initial invitation and the extensions thereof do not exceed, in aggregate, two consecutive years.</p> <p>4.7 Notwithstanding the duration of the invitation as stated in the OLI, it may be withdrawn at the University's discretion at any time upon thirty (30) calendar days' written notice to the Visitor.</p> <p>Procedure</p> <p>4.8 The OLI shall be issued by the Dean on the recommendation of the Departmental Chair, with a copy to the Provost. Each recommendation shall be accompanied by the Visitor's current <i>curriculum vitae</i>, and a letter of support from the Department Chair providing sufficient detail as to the length and purpose of the visit.</p> <p>4.9 For each Visitor, a copy of the OLI, the Visitor's <i>curriculum vitae</i> and the letter of support from the Department Chair shall be sent to the Office of the Provost.</p> <p>4.10 The terms and conditions of the invitation, or any extension, shall be specified in the OLI. The letter shall specify:</p> <ul style="list-style-type: none"> i the designation accorded the Visitor pursuant to these Regulations; ii the name of the host academic unit/department and faculty with which the Visitor will be associated;
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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.

- iii the start and end dates of the invitation;
- iv the purpose of the visit and description of the activities the Visitor will undertake during the visit;
- v the research and scholarly activities and/or teaching, if any, to be assigned during the term of the invitation; and
- vi the stipend, if any, associated with the invitation.

4.11 All invitations shall be conditional upon the Visitor meeting Canadian and Quebec immigration conditions at the time of entry, and for the entire duration of the visit.

Conditions

4.12 During the term of the invitation, the Visitor shall be subject to and comply with all University regulations and policies governing members of the University community, in particular those pertaining to academic staff, as set by the University from time to time.

4.13 Visitors shall not be members of the Academic Staff or administrative staff of the University, and activities undertaken as a Visitor shall not be deemed as service to or employment with the University. Consequently, Visitors are not eligible for:

- i consideration for tenure;
- ii Salary ~~or other form of compensation~~ in consideration of services rendered;
- iii compensation on the withdrawal or termination of the invitation whether with or without cause; or
- iv any rights, benefits or privileges conferred on members of the staff pursuant to regulations or policies applicable from time to time to the employment of Academic Staff or administrative staff of the university.

Regulations on Retirement of Academic Staff

<p><i>Approved:</i> Senate May 15, 2013 Minute IIB7 Board of Governors May 23, 2013 Minute 15.3 Effective Date: September 1, 2013 Full history appears at the end of this Policy.</p>

EXCERPTED

[...]	[...]
<p>Scope</p> <p>1.2 These regulations apply to eligible full-time members of the ranked academic staff appointed in accordance with</p> <ul style="list-style-type: none"> i. the <i>Regulations Relating to the Employment of Tenure Track and Tenured Academic Staff</i>, or ii. the <i>Regulations Relating to the Employment of Librarian Staff</i>, or iii. the <i>Regulations Relating to the Employment of Contract Academic Staff</i>. <p>1.3 Unless otherwise noted herein, these regulations do not apply to</p> <ul style="list-style-type: none"> i. part-time ranked academic staff appointed in accordance with the <i>Regulations Relating to the Employment of Contract Academic Staff</i>; ii. unranked academic staff appointed in accordance with the <i>Regulations Relating to the Employment of Contract Academic Staff</i>; iii. Visiting and Adjunct Academic Staff; iv. Academic staff designated as Leave Replacements; v. Retired Staff. <p>1.4 These regulations do not apply to academic staff governed by a collective agreement.</p> <p style="text-align: center;">[...]</p>	<p>Scope</p> <p>1.2 These regulations apply to eligible full-time members of the ranked academic staff appointed in accordance with</p> <ul style="list-style-type: none"> i. the <i>Regulations Relating to the Employment of Tenure Track and Tenured Academic Staff</i>, or ii. the <i>Regulations Relating to the Employment of Librarian Staff</i>, or iii. the <i>Regulations Relating to the Employment of Contract Academic Staff</i>. <p>1.3 Unless otherwise noted herein, these regulations do not apply to</p> <ul style="list-style-type: none"> i part-time ranked academic staff appointed in accordance with the <i>Regulations Relating to the Employment of Contract Academic Staff</i>; ii. unranked academic staff appointed in accordance with the <i>Regulations Relating to the Employment of Contract Academic Staff</i>; iii. Visiting and Adjunct Academic Staff; iii. academic staff appointed in accordance with the <i>Regulations Relating to Visiting Academic Appointments</i> iv. Academic staff designated as Leave Replacements; v. Retired Staff. <p>1.4 These regulations do not apply to academic staff governed by a collective agreement.</p> <p style="text-align: center;">[...]</p>

<p>5.2 Emeritus Designation</p> <p>5.2.1 The honorific "Emeritus/Emerita" designation shall be accorded to retired eligible full Professors and full Librarians who, prior to their retirement from the University:</p> <ul style="list-style-type: none"> (i) have held the rank for a minimum of five (5) years at McGill University; and (ii) are deemed to have satisfactorily maintained the standards for which they were appointed to that rank. <p>5.2.2 The designation shall be granted at the discretion of the University, on the recommendation of the Dean(s) following consultation with the Chair(s).</p> <p>5.2.3 The staff member shall be designated as Professor Emeritus/Emerita or Librarian Emeritus/Emerita and permitted to retain, as part of the designation, the name of any named chair or professorship held prior to retirement.</p> <p>Confirmation</p> <p>5.2.4 The Emeritus designation shall be confirmed by letter from the Provost and evidenced by a Certificate. The Certificate shall include the form of the staff member's Emeritus designation and its effective date.</p> <p>5.2.5 The letter and Certificate shall be issued no later than 90 calendar days following the staff member's Date of Retirement.</p> <p>5.2.6 The designation may be withdrawn by the University in the event the Emeritus staff member is subsequently deemed to have failed to maintain the standards for which the status was granted, or for misconduct occurring prior to or after retirement.</p>	<p>5.2 Emeritus Designation</p> <p>5.2.1 The honorific "Emeritus/Emerita" designation shall be accorded to retired eligible full Professors and full Librarians who, prior to their retirement from the University:</p> <ul style="list-style-type: none"> (i) have held the rank for a minimum of five (5) years at McGill University; and (ii) are deemed to have satisfactorily maintained the standards for which they were appointed to that rank. <p>5.2.2 The designation shall be granted at the discretion of the University, on the recommendation of the Dean(s) following consultation with the Chair(s).</p> <p>5.2.3 Notwithstanding section 1.3(i) of these Regulations, the designation may be exceptionally granted to a part-time ranked academic staff member appointed in accordance with the Regulations Relating to the Employment of Contract Academic Staff provided that the requirements set out in sections 5.2.1 and 5.2.2 of these Regulations are met.</p> <p>5.2.4 The staff member shall be designated as Professor Emeritus/Emerita or Librarian Emeritus/Emerita and permitted to retain, as part of the designation, the name of any named chair or professorship held prior to retirement.</p> <p>Confirmation</p> <p>5.2.5 The Emeritus designation shall be confirmed by letter from the Provost and evidenced by a Certificate. The Certificate shall include the form of the staff member's Emeritus designation and its effective date.</p> <p>5.2.6 The letter and Certificate shall be issued no later than 90 calendar days following the staff member's Date of Retirement.</p> <p>5.2.7 The designation may be withdrawn by the University in the event the Emeritus staff member is subsequently deemed to have failed to maintain the standards for which the status was granted, or for misconduct occurring prior to or after retirement.</p>
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D17-14 Appendix D

Further to a request made at Senate at the September 19, 2017 meeting, a breakdown of CAS by Faculty is provided below.

CAS Categories Included

- Ranked with salary
- Unranked with salary (usually AA)
- Part-time, ranked and unranked

CAS Categories Excluded

- Unranked CAS (e.g., adjunct professor, affiliate or associate member, professors of practice – note that most are unsalaried or restricted load/part-time)
- Nil salary appointments
- Visiting appointments
- Hospital appointments

Faculty	Number of Included CAS Categories
AES	28
Arts	71
Dentistry	69
Education	11
Engineering	8
Engineering/Science	2
Law	3
Libraries	7
Management	23
Medicine	461
Medicine/Arts	2
Music	26
Science	77
SCS	16
TLS	6
TOTAL	810

Fiscal Year Faculty	Faculty Lecturer	Senior Faculty Lecturer	Assistant Professor	Associate Professor	Professor	Total
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April 2016

AES	15	4				19
Arts	30.5	6	2.5	1		40
Continuing Studies	12.5	3				15.5
Dentistry			2			2
Education	6			2		8
Engineering	2					2
Law				1		1
Management	21	1	3	1.5		26.5
Medicine	32.5		91	27.5	4	155
Music	1		1	2		4
Religious Studies			2			2
Science	12.5		1.5	2	1	17
Grand Total	133	14	103	37	5	292

April 2011

AES	15					15
Arts	41		6			47
Continuing Studies	10			1		11
Dentistry						0
Education	7					7
Engineering	1					1
Law			1			1
Management	20			2		22
Medicine	18		14	3		35
Music	1			1		2
Religious Studies	2					2
Science	15		1	1	1	18
Grand Total	130	0	22	8	1	161