



McGill Memorandum

TO:	Senate
FROM:	Professor Anthony C. Masi, Provost
SUBJECT:	New regulatory framework for non-tenure track academic staff
DATE:	30 April 2010
DOCUMENT #:	D09-70
FOR:	<input type="checkbox"/> INFORMATION <input checked="" type="checkbox"/> DISCUSSION <input checked="" type="checkbox"/> APPROVAL
ISSUE:	Adoption of <i>Regulation Relating to the Employment of Contract Academic Staff</i> and consequential amendments to <i>Regulation Relating to the Employment of Academic Staff</i> .
BACKGROUND:	<p>In the Spring of 2007 the Provost established a Non-Tenure Track Academic Staff Task Force (hereafter “Task Force”) with the mandate to establish the principles which should guide the employment of NTT staff (hereafter referred to as “Contract Academic Staff” or “CAS”) in a research intensive, student centred institution and to review and make proposals on a range of issues affecting the University’s non-tenure track academic staff, including the development of a new regulatory framework relating to their employment.</p> <p>The report of the Task Force was presented to Senate in May of 2008 at which time Senate approved all of the 23 recommendations contained in the report (see Senate document D07-49 and minutes of 16 April 2008). A further report was made to Senate by the Provost on 16 September 2009 following receipt by the Task Force in May 2009 of the <i>Report to the Provost on Non-Tenure Track MD Faculty (Geographical Full time Hospital - GFTH) within the Faculty of Medicine</i> (see Senate minutes of 16 September 2009).</p> <p>Now before Senate for discussion and approval is the new regulation which will apply to CAS (see Appendix A: Regulation Relating to the Employment of Contract Academic Staff). This Regulation seeks to provide CAS with an employment framework that is appropriate and fair but not identical to that which exists for tenured and tenure track staff.</p>

In addition, information is also being provided on the initiatives that have been undertaken by Human Resources to provide greater and more equitable access to a range of benefits (or their equivalent) available to their “full-time” colleagues (see **Appendix D: NTT Staff Benefits**).

Both of these documents and the actions which are reflected in them are designed to address many of the concerns identified in the initial report of the Task Force. It should be noted that work is still ongoing with respect to some administrative and governance issues (e.g., CAS access to teaching awards and involvement in Faculty and University governance).

The approval of the *Regulation Relating to the Employment of Contract Academic Staff* will necessitate a number of amendments to the *Regulations Relating to the Employment of Academic Staff* (see **Appendix B: Consequential Amendments to Regulations Relating to the Employment of Academic Staff**) and a range of other regulations (see **Appendix C: Consequential Amendments to Miscellaneous Regulations**). These amendments are of two kinds:

- First, to repeal the provisions of the *Regulations Relating to the Employment of Academic Staff* which deal with faculty lecturers, GFT-H staff and part-time (non-tenure track) academic staff who will be governed by the proposed *Regulation Relating to the Employment of Contract Academic Staff*, a regulation dedicated to them.
- Second, it is proposed that the terms “tenure track” or “tenure track and tenured” (as appropriate) be substituted for “full-time” wherever the latter term occurs in the *Regulations Relating to the Employment of Academic Staff* and the miscellaneous regulations in Appendix C. None of these amendments affect the substance of the provisions of these *regulations*; they are simply changes in terminology which make these regulations more understandable to a reader not familiar with the University’s unique use of the term “full-time” to identify tenure track and/or tenured academic staff. It is proposed that henceforth the terms “full-time” and “part-time” be used simply to signal workload. (It may be noted that this change in terminology has already been introduced in the *Regulations Relating to the Employment of Librarian Staff*.)

<p>MOTION OR RESOLUTION FOR APPROVAL:</p>	<p>[Proposed Resolutions for consideration and approval] Be it resolved the Senate approve and recommend to the Board of Governors for its approval the following resolutions –</p> <p>Be it resolved that the regulations titled, “<i>Regulation Relating to the Employment of Contract Academic Staff</i>”, attached hereto as Appendix A be adopted and take effect as of 1 September 2010;</p> <p>Be it further resolved that as of 1 September 2010 the current <i>Regulations Relating to the Employment of Academic Staff</i>, be amended as indicated in Appendix B;</p> <p>Be it further resolved as of 1 September 2010 the miscellaneous regulations found in Appendix C be amended as indicated therein;</p> <p>Be it further resolved that as of 1 September 2010, and until such time as the necessary amendments to other University regulations and policies that apply to the academic staff are made,</p> <ul style="list-style-type: none"> • the terms “full-time” as used in such other regulations and policies in relation to academic staff shall be understood to mean “tenure track” or “tenure track and tenured” academic staff as appropriate; and • the terms “part-time” as used in such other regulations and policies in relation to academic staff shall be understood to mean “contract academic staff”; <p>except where the terms “full-time” or “part-time” are used simply to refer to the workload of members of the academic staff.</p>
<p>RATIONALE:</p>	<p>In brief, the <i>Regulation Relating to the Employment of Contract Academic Staff</i> fills a void that has persisted for a number of years in the institution’s regulatory framework applicable to the employment of its academic staff and in doing so seeks to address many of the concerns that have been expressed by non-tenure track staff, now contract academic staff.</p> <p>In addition, the initiatives that have been taken on the issue of benefits for contract academic seek to broaden their access to a range of benefits or their equivalent.</p>

PRIOR CONSULTATION:	MAUT Representatives of the Contract Academic Staff, MAUT, Human Resources, Deans, Office of the Provost
NEXT STEPS:	Approval by Board of Governors
APPENDICES:	<p>Appendix A: <i>“Regulation Relating to the Employment of Contract Academic Staff”</i></p> <p>Appendix B: Consequential Amendments to <i>Regulations Relating to the Employment of Academic Staff</i></p> <p>Appendix C: Consequential Amendments to Miscellaneous Regulations</p> <p>Appendix D: Non-Tenure Track Staff Benefits</p>

APPENDIX A:

REGULATION RELATING TO THE EMPLOYMENT OF CONTRACT ACADEMIC STAFF

1. SCOPE

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

2. DEFINITIONS

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

- (i) teaching, assessment and supervision of graduate and undergraduate students, the evaluation and marking of student work, and supervision of individual graduate and undergraduate programs;
- (ii) research and other original scholarly activities, and professional activities; and
- (iii) other contributions to the University and external scholarly communities.

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

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

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

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

- (i) appointed under the *Regulations Relating to the Employment of Tenure Track Staff*;
- (ii) appointed under the *Regulations Relating to the Employment of Librarian Staff*; or
- (iii) covered by any collective agreement.

- 2.6 “Dean” in the case of Joint Appointments includes the Deans of all faculties to which a staff member has been appointed in his or her Official Letter of Appointment.

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

- 2.8 “Department” includes:

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

- 2.9 “Departmental Chair” includes:

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

- 2.10** “Indefinite Term Appointment” means an appointment of unlimited duration without a fixed end date.
- 2.11** “Joint Appointment” means an appointment to more than one Department and/or faculty as indicated in the OLA.
- 2.12** “Nominal Termination Date” means the calendar day in each year immediately preceding the anniversary of the commencement of an Indefinite Term Appointment.
- 2.13** “Official Letter of Appointment” (hereafter “OLA”) means the letter of appointment or reappointment issued under these Regulations in accordance with the *Regulations Relating to the Approval of Contracts and Signing Authority (Academic Contracts of Employment and Academic Administrative Appointments)*.
- 2.14** “University Tenure Committee for Recruitment” means the University Tenure Committee for Recruitment provided for in the *Regulation Relating to the Employment of Tenure Track Staff*.
- 2.15** All references to Deans, Departmental Chairs and Provost include their delegates.

3. NOTICES

- 3.1** Any notice required to be communicated under these Regulations may be communicated either:
- (i) by delivery to the CAS member in person within the University;
 - (ii) by registered mail to the CAS member’s last address recorded with the University administration; or
 - (iii) by e-mail to the CAS member’s official University e-mail address using all available means to ensure appropriate acknowledgement of receipt.
- 3.2** Any notice sent in accordance with section 3.1 shall be deemed to be received by the CAS member on the earlier of:
- (i) the day it was delivered where delivery is to the CAS member in person;
 - (ii) the fourth day after mailing where delivery is by registered mail; or
 - (iii) the day it was sent by e-mail.

4. CLASSIFICATIONS

- 4.1** CAS shall be designated as either:
- (i) ranked; or
 - (ii) un-ranked;
- in their OLA.
- 4.2** CAS may be further designated as full-time or part-time in their OLA.
- 4.3** Other than a CAS who holds a Joint Appointment no CAS may at any one time hold more than one ranked or un-ranked appointment under:
- (i) these Regulations;
 - (ii) the *Regulations Relating to the Employment of Tenure Track Staff*; or
 - (iii) the *Regulations Relating to the Employment of Librarian Staff*.
- 4.3.1** Notwithstanding section 4.3, a CAS member may be appointed by the Departmental Chair of a Department, other than the Department to which they have been appointed in their OLA, as Associate Member.

5. RANKED CAS

5.1 “Ranked CAS” means a CAS member who is appointed in the OLA to one of the following ranks:

- (i) Faculty Lecturer or Senior Faculty Lecturer;
- (ii) Research Scientist or Senior Research Scientist;
- (iii) Research Scholar or Senior Research Scholar;
- (iv) Assistant Professor, Associate Professor or Professor

5.1.1 Ranked CAS appointed to the rank of Assistant Professor, Associate Professor or Professor shall be further designated by an appropriate descriptor in parentheses following their rank which descriptors may include, but are not be limited to:

- (i) Clinical;
- (ii) Professional;
- (iii) Practice.

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

Appointment

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

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

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

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

Reappointment

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

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

5.3.3 A Ranked CAS member’s case for reappointment shall be considered:

- (i) first, by an appropriate committee of the Department chaired by the Departmental Chair;
- (ii) second, by the Dean; and
- (iii) third, by the Provost.

5.3.3.1 The case of a Ranked CAS member who holds a Joint Appointment for reappointment shall be considered:

- (i) first, by an appropriate committee which has equal representation from all relevant Departments, the chair of which shall be determined by the CAS member’s Departmental Chairs;

- (ii) second, by the Dean or, where appropriate, the Deans; and
- (iii) third, by the Provost.

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

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

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

Promotion

5.4.1 Ranked CAS may apply for promotion:

- (i) to a rank other than that of Professor following the sixth (6th) year for which the staff member has they have held her or his; and
- (ii) to the rank of Professor following the tenth (10th) year for which the staff member has held the rank of Associate Professor.

However, a Department, with the consent of the staff member, may recommend the staff member's promotion at any time.

5.4.2.1 Each Department shall establish written criteria for the promotion of Ranked CAS to ranks other than the rank of Professor. These criteria, which shall be approved by the Dean and the Provost prior to their being made generally available in writing to Ranked CAS. The criteria shall provide guidance to Ranked CAS in anticipation of their meeting the requirements for promotion.

5.4.2.2. It is the responsibility of Ranked CAS to prepare and pursue her or his case for promotion with due diligence and shall provide the Departmental Chair with the necessary information and documentation to support his or her case for promotion.

5.4.2.3 Ranked CAS member's case for promotion, to a rank other than Professor, shall be considered:

- (i) first, by an appropriate committee of the Department chaired by the Departmental Chair;
- (ii) second, by the Dean; and
- (iii) third, by the Provost.

5.4.2.4 The case of a Ranked CAS member who holds a Joint Appointment for promotion, to a rank other than that of Professor, shall be considered:

- (i) first, by an appropriate committee which has equal representation from all relevant Departments, the chair of which shall be determined by the CAS member's Departmental Chairs;
- (ii) second, by the Dean or, where appropriate, the Deans; and
- (iii) third, by the Provost.

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

5.4.2.6 In the event that the committee, the Dean or the Provost is tending to a negative recommendation, the Ranked CAS member shall be so advised with reasons by the committee,

the Dean and/or the Provost, as appropriate, and provided with the opportunity to address the concerns of the relevant decision-maker in writing.

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

5.4.3.1 A Ranked CAS being considered for promotion to the rank of Professor shall establish:

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

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

Academic Duties

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

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

Term of Appointment & Reappointment

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

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

Terms & Condition of Appointment

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

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

5.7.3 The appointment 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.

5.7.3.1 In the event that Ranked CAS fail to meet a condition provided for in section 5.7.3 their appointment will terminate either:

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

Performance Review

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

Termination

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

5.9.1.2 Ranked CAS appointed to Indefinite Term Appointments may be terminated by the Provost giving the staff member at least thirty seven (37) weeks written notice of termination prior to the Nominal Termination Date of their appointment.

5.9.2 In the event that notice of termination is not given as prescribed in sections 5.9.1.1 and 5.9.1.2 the Ranked CAS member's appointment shall be extended for one (1) year.

5.9.3 Sections 5.9.1.1 through 5.9.2 do not apply to Ranked CAS:

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

Severance

5.10.1 Ranked CAS who are or have been paid exclusively or partially from permanent or unrestricted University funds in the past five years who are:

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

5.10.2 Ranked CAS who are or have been paid exclusively from restricted or soft funds in the past five years who are:

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

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

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

6. UNRANKED CAS

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

6.1.1 Unranked CAS shall be those staff appointed in their OLA to one of the following unranked academic classification:

- (i) Research Assistant;
- (ii) Research Associate or Senior Research Associate;
- (iii) Associate Curator or Curator;
- (iv) Academic Associate or Senior Academic Associate;
- (v) Instructor or Senior Instructor.

Additional unranked academic classification may be established as necessary by the Provost in consultation with Deans.

6.1.2 The provisions of sections 6 apply to Unranked CAS other than those appointed as:

- (i) Course Lecturers or Course Instructors;
- (ii) Adjunct Professors or Professors of Practice;
- (iii) Visiting Academic Staff;

whose terms and conditions of appointment or invitation are set out in sections 7, 8 and 9 respectively.

Appointments & Reappointments

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

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

Academic Duties

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

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

Term of Appointment & Reappointment

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

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

Terms & Condition of Appointment

- 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.
- 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.
- 6.5.4** The continuation of appointment of Unranked CAS may be made contingent on acquiring and/or maintaining:
- (i) appropriate professional accreditation;
 - (ii) an appointment in an Affiliated Health Institution; or
 - (iii) other credentials or qualifications deemed necessary for the appointment.
- 6.5.4.1** In the event that Unranked CAS fail to meet a condition provided for in section 6.5.4 their appointment will terminate either:
- (i) four (4) weeks following loss of the accreditation or appointment; or
 - (ii) on the normal termination date of their appointment;
- whichever is the earlier.

Performance Review

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

Termination

- 6.7.1.1** Unranked CAS appointed to Definite Term Appointments of more than one (1) year but for less than an Indefinite Term may be terminated by the Provost giving the staff member at least four (4) weeks written notice of termination prior to the termination date of the staff member's appointment.
- 6.7.1.2** Unranked CAS appointed to Indefinite Term Appointments may be terminated by the Provost giving the staff member at least eight (8) weeks written notice of termination prior to the Nominal Termination Date of their appointment.
- 6.7.2** In the event that notice of termination is not given as prescribed in Sections 6.7.1.1 and 6.7.1.2 the Unranked CAS member's appointment shall be extended for:
- (i) two (2) months in the case of CAS entitled to four (4) weeks' notice; and
 - (ii) four (4) months in the case of CAS entitled to eight (8) weeks' notice.
- 6.7.3** Sections 6.7.1.1 through 6.7.2 do not apply to Unranked CAS:
- (i) whose OLA states that their Definite Term Appointment is not subject to renewal;
 - (ii) whose appointment terminates in accordance with section 6.5.4.1;
 - (iii) holding a post-retirement CAS appointment; or
 - (iv) whose appointment is terminated for just and sufficient cause.
- 6.7.4** Any notice required to be communicated to Unranked CAS shall be communicated in accordance with section 3.

Severance Payments

- 6.8.1** Unranked CAS:
- (i) appointed to an Indefinite Term Appointment; or
 - (ii) who have held Definite Term Appointments for a continuous period of five (5) years; and

(iii) who are terminated other than for just and sufficient cause; shall be entitled to a severance payment equal to one month's salary for each year of service, based on her or his average annual University salary attributable to his or her CAS appointment at the University earned in the past three (3) years, to a maximum payment of twelve (12) months.

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

7. COURSE LECTURERS AND COURSE INSTRUCTORS

7.1.1 "Course Instructor/Course Lecturer" means a member of the CAS appointed on a contractual course-by-course basis normally to instruct in one or more graduate or undergraduate courses on the terms and conditions set out in the "Course Lecturer/Instructor Contract".

7.1.2 "Course Lecturer/Instructor Contract" means the University approved contract of employment under which a Course Lecturer or Course Instructor is appointed.

7.2 Course Lecturers and Course Instructors shall be appointed by the Departmental Chair using the Course Lecturer/Instructor Contract.

7.3 The Course Lecturer/Instructor Contract shall as a minimum specify:

- (i) the course name, number and credit weight;
- (ii) the dates on, and times at, which the course is to be taught;
- (iii) the minimum number of hours for which the Course Lecturer or Course Instructor shall be available to meet with students;
- (iv) the delay within which the grades of any form of assessment must be submitted following the date by which the assessment must be completed by students;
- (v) the total compensation to be paid the Course Lecturer or Course Instructor;
- (vi) the schedule for payment of the compensation;
- (vii) the availability and responsibilities of the Course Lecturer or Course Instructor;
- (viii) the general terms and conditions of employment;
- (ix) that the contract may not in whole or in part be assigned by the Course Lecturer or Course Instructor to another person without the prior written approval of the Departmental Chair.

7.4 A Course Lecturer or Course Instructor engaged in a single Faculty to teach:

- (i) between 9 and 15 credits, or their equivalent, during two (2) consecutive semesters shall be appointed as a part-time Faculty Lecturer;
- (ii) more than 15 credits, or their equivalent, during two (2) consecutive semesters shall be appointed as a full-time Faculty Lecturer.

7.5 In the event that a Course Lecturer/Instructor Contract is terminated due to cancellation of the course for any reason not attributable to the Course Lecturer or Course Instructor:

- (i) written notice of termination must be provided the Course Lecturer or Course Instructor at least:
 - (a) fourteen (14) calendar days prior to the commencement of the fall or winter semester in which the course is offered; or
 - (b) seven (7) calendar days prior to the commencement of spring or summer session in which the course is offered; and
- (ii) failing such notice an indemnity of twenty percent (20%) of the value of the contract shall be paid the Course Lecturer or Course Instructor.

- 7.6** A Course Lecturer/Instructor Contract may be terminated at the discretion of the University by written notice to the Course Lecturer or Course Instructor:
- (i) upon any material breach or non-performance of the terms and conditions by the Course Lecturer or Course Instructor; or
 - (iii) subject to section 7.5, due to cancellation of the course; or
 - (iv) subject to section 7.5, for insufficient enrolment.
- 7.7** Any notice required to be communicated to a Course Lecturer or Course Instructor shall be communicated in accordance with section 3.
- 7.8** Course Lecturers and Course Instructors are not eligible for severance payments or compensation on the termination of their appointment other than as provided for in section 7.5.
- 7.9** Course Lecturers and Course Instructors are subject to applicable University regulations and policies in the performance of their obligations.
- 8. ADJUNCT PROFESSOR AND PROFESSOR OF PRACTICE**
- 8.1.1** “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.
- 8.1.2** “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.
- 8.2** Adjunct Professors and Professors of Practice shall consist of those persons who are so designated in their OLA.
- 8.3** 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.
- 8.4.1** The initial appointment of Adjunct Professors and Professors of Practice shall be for a definite term not exceeding three (3) years.
- 8.4.2** Adjunct Professors and Professors of Practice may be reappointed for additional definite terms not exceeding not exceeding three (3) years.
- 8.5** The Academic Duties and responsibilities of Adjunct Professors and Professors of Practice shall be determined from time to time by the Departmental Chair.
- 8.6** 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.
- 8.7** Adjunct Professors and Professors of Practice are not eligible for:
- (i) consideration for tenure or promotion;
 - (ii) severance or compensation on the termination of their appointment.
- 8.8** Adjunct Professors and Professors of Practice shall comply with applicable University regulations and policies governing the responsibilities of members of the academic staff.

9. VISITING ACADEMIC STAFF

- 9.1** "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.
- 9.2** Visiting Academic Staff shall consist of those persons who are so described in their official letter of invitation.
- 9.3** Visiting Academic Staff shall be accorded one of the following designations:
- (i) Visiting Fellow;
 - (ii) Visiting Professor; or
 - (iii) Visiting Scholar.
- 9.4** 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.
- 9.5.1** The invitation to a member of the Visiting Academic Staff shall be for an initial definite term normally not exceeding twelve (12) months.
- 9.5.2** 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.
- 9.5.3** The terms and conditions of the invitation extended to a member of the Visiting Academic Staff shall be specified in her or his official letter of invitation which shall specify:
- (i) the designation accorded the member pursuant to section 9.3;
 - (ii) the name of the host Department and/or faculty with which the member will be associated;
 - (iii) the start date and the termination date of the invitation;
 - (iv) the Academic Duties, if any, to be assigned the member during the term of the invitation; and
 - (v) the stipend, if any, associated with the invitation.
- 9.6.1** 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.
- 9.7.1** 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.
- 9.7.2** A member of the Visiting Academic Staff shall comply with applicable University regulations and policies governing the responsibilities of members of the academic staff.

APPENDIX B:

Consequential Amendments to *Regulations Relating to the Employment of Academic Staff*

Section 1 - Preamble, Definitions, and Notices

- 1.1 The regulations herein set out the general terms of employment by the University of the tenure track and tenured academic staff, relating to appointments, renewals of appointment, tenure, and dismissals. ~~Other conditions of employment concerning such matters as, amongst others, sabbaticals, retirements, pensions, and insurance are to be found in other sections of this booklet or are available at the office of the Secretary-General.~~
- 1.1.1 These regulations do not apply to academic staff governed by "*Regulations Relating to the Employment of Librarian Staff*" ~~(Board of Governors, Minute 6554)~~ and the Regulation Relating to the Employment of Contract Academic Staff.
- 1.3.2 "Academic duties" of a member of ~~full-time~~ the tenure track and tenured academic staff include:
- i) teaching (graduate and undergraduate classes and supervision of individual student programs);
 - ii) research and other original scholarly activities, and professional activities; and
 - iii) other contributions to the University and scholarly communities.
- 1.3.6 "Staff member" means a member of the tenure track or tenured academic staff ~~subject to the exception in Section 1.1.1.~~

Section 2 - Appointment of ~~Full-Time~~ Tenure Track and Tenured Academic Staff

- 2.1 The ~~full-time~~ tenure track and tenured academic staff of the University consists only of those persons who are so designated in their official letter of appointment from the Secretary-General or the Provost as the case may be or his or her nominee ~~and includes those staff in various faculties who are designated Geographic Full-Time (University) or Full-Time (Reduced Load) in their letter of appointment. The term "full-time academic staff" does not include visiting staff.~~

Section 3 - Duties of ~~Full-Time~~ Tenure Track and Tenured Academic Staff

- 3.1 A staff member of the full-time academic staff is expected to be engaged throughout the academic year primarily in the staff member's academic duties and to be available for such duties at the University at such times as teaching, research, or administrative or other academic duties including counselling and registration may require and, as a minimum, from the first day of September to the day following the spring convocation.

Section 4 - Ranks of ~~Full-Time~~ Tenure Track and Tenured Academic Staff

- 4.1 A staff member of the full-time academic staff shall be appointed to one of ~~four~~ three ranks: ~~faculty lecturer,~~ assistant professor, associate professor, or full professor.

- 4.1.1 ~~A faculty lecturer is a full-time or part-time staff member who is not eligible for tenure. Faculty lecturers shall initially be appointed for a limited term of not more than three years. They may be reappointed provided that the limited term appointment and reappointments do not exceed an aggregate of five years.~~
- 4.1.1.1 ~~A faculty lecturer who has been continuously employed for five years shall be appointed for an unlimited term. Faculty lecturers appointed to unlimited term contracts are subject to termination on 37 weeks' notice.~~
- 4.1.1.2 ~~A faculty lecturer who has been employed continuously for five years on a full-time or a part-time basis who is terminated other than for disciplinary reasons shall be entitled to receive a severance payment equal to one month's salary for each year of service, based on the average annual salary from academic employment at McGill over the past three years to a maximum of 24 months.~~
~~Faculty lecturers who were 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 staff appointed as faculty lecturers on or after June 1, 1994 are subject to the present policy.~~

Section 5 - Tenure of Full-Time Academic Staff

Preamble

5. ~~Full-time~~ ~~†~~ Tenure track staff members at McGill University and persons being appointed to ~~full-time~~ tenure-track positions who already hold academic appointments at other universities or scholarly institutions are eligible for consideration for tenure in accordance with these Regulations ~~the "Regulations Relating to the Employment of Academic Staff" (herein "the regulations")~~.

Consideration for Tenure

- 5.1 Every ~~full-time~~ tenure-track assistant professor shall be considered for tenure and promotion to the rank of associate professor no later than during the sixth academic year of appointment to the rank of tenure-track assistant professor.
- 5.1.1 A ~~full-time~~ tenure-track assistant professor who is granted tenure shall be promoted to the rank of associate professor.
- 5.1.2 A ~~full-time~~ tenure-track assistant professor may apply for consideration for tenure and promotion no earlier than the third year of her or his appointment to that rank. The department or, in the case of faculties without departments, the faculty, on the other hand, may, with the consent of the assistant professor, initiate such consideration at any time.
- 5.2 Every ~~full-time~~ tenure-track associate professor shall be considered for tenure:
- i) during the fifth academic year of appointment to that rank; or
 - ii) when being considered for promotion from associate professor to full professor under Section 4.4 of the regulations.
- 5.2.1 Every ~~full-time~~ tenure-track associate professor who has not been considered for tenure in that rank under Section 5.2 is entitled to one consideration for tenure at any time at her or his own request. This consideration shall take place in the ordinary course commencing in May following the request.

- 5.2.2 Where a statutory selection committee appointed in accordance with Article 3.4.3 of the University Statutes recommends that a member of the ~~full-time~~ tenure-track staff be promoted to full professor, it shall also recommend a grant of tenure.
- 5.3 Every ~~full-time~~ tenure-track full professor shall be considered for tenure during the fourth academic year of appointment to that rank.
- 5.3.1 Every ~~full-time~~ tenure-track full professor who has not been considered for tenure in that rank under Section 5.3 is entitled to one consideration for tenure at any time at her or his own request. This consideration shall take place in the ordinary course commencing in May following the request.
- 5.4.1 The staff member shall elect, as provided in the regulations, policies, and guidelines on leaves, whether to include or exclude as periods of service for tenure consideration periods of authorized leave for which such election is provided from time to time in University regulations, policies and guidelines on leaves for ~~full-time~~ academic staff.
- 5.6 Any ~~full-time~~ tenure-track staff member who wishes to initiate early consideration for tenure under Sections 5.1.2, 5.2.1 or 5.3.1 shall so notify her or his chair and dean in writing no later than April 15 immediately preceding the commencement of the year of consideration in which he or she wishes to be considered.

Tenure for Retention

- 5.58 A staff member of the ~~full-time academic staff~~ appointed to a tenure-track position at McGill University who has an offer of a tenured or permanent position at another university (herein "candidate for retention") may be granted tenure and, if an assistant professor, promoted to the rank of associate professor, if so approved by the Board of Governors on the recommendation of the Principal in accordance with the provisions of Sections 58.1 and 58.2.

Section 6 – ~~Part-time and GFT-H Academic Staff~~

- 6.1 ~~The part-time academic staff of the University consists of those persons who are so described in their official letter of appointment. Ranked part-time academic staff shall be subject to the same duties, according to their contract of employment, and hold the same professorial ranks as the full-time tenured academic staff.~~
- 6.2 ~~Part-time academic staff are not eligible for tenure and shall initially be appointed for a limited term of not more than three years. They may be reappointed provided that the limited term appointment and reappointments do not exceed an aggregate of five years.~~
- 6.2.1 ~~A part-time academic staff who has been continuously employed for five years shall be appointed for an unlimited term. Part-time academic staff appointed to unlimited terms shall be subject to termination on 37 weeks' notice.~~
- 6.3.1 ~~Eligible part-time academic staff who are or have been paid exclusively or partially from base (hard) University funding in the past five years and who are terminated other than for disciplinary reasons are entitled to a severance payment equal to one month's salary for each year of service, based on the average annual salary from academic employment at McGill earned in the past three years, to a maximum payment of 24 months.~~

- 6.3.2 ~~Eligible part-time academic staff paid exclusively from soft funds who are terminated other than for disciplinary reasons are entitled to a severance payment equal to one month's salary per year of service based on the average annual salary from academic employment at McGill earned in the past three years, to a maximum payment of 12 months.~~
- 6.4 ~~The geographic full-time (hospital) academic staff of the University consists of those persons who are so described in their official letter of appointment. The academic duties of the geographic full-time (hospital) staff shall be determined by the Faculty of Medicine and by the regulations and by-laws of the teaching hospital(s) in which they hold their appointment(s). Geographic full-time (hospital) academic staff shall hold the same ranks as full-time staff and shall not be eligible for tenure.~~
- 6.5 ~~If notification of reappointment or termination is not communicated in writing to the staff member by the Provost or by the Secretary-General on behalf of the Board of Governors at least 37 weeks before the termination date of the staff member's current appointment, the appointment shall be extended for one year. Regulations Relating to the Employment of Academic Staff 48~~
- 6.5.1 ~~Section 6.5 does not apply to any staff member whose term of appointment is one year or less and whose letter of appointment states that this appointment is not subject to renewal.~~
- 6.6 ~~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 part-time academic staff who were appointed on or after June 1, 1994 are subject to the present policy.~~

Section 7 – Visiting, Adjunct, Special Category and Emeritus Staff and Visiting Professors

- 7.1 ~~The visiting professor staff of the University consists of those persons who are so described in their official letter of appointment. Visiting staff shall not be granted tenure.~~
- 7.2 ~~A visiting academic staff member shall be an academic visiting the University who holds a professorial rank or the equivalent at his or her own university or institution.~~

Assistant Professors (Special Category)

- 7.31 ~~Assistant professors (special category) of the University consist of those persons who are so described in their official letter of appointment. Assistant professors (special category) are not entitled to promotion or tenure.~~
- 7.4 ~~An assistant professor (special category) shall include a person who is present at the University as a replacement for a staff member temporarily absent on leave.~~
- 7.52 ~~Visiting academic staff and a Assistant p-Professors (special category) shall be appointed for limited terms and may be reappointed for further periods provided that the appointment and reappointments shall not exceed in aggregate three years. in his or her official letter of appointment to a non-renewable definite three (3) year term pre-Tenure Track Appointment.~~
- 7.43 On fulfillment within the term of his or her appointment of the conditions specified in the official letter of appointment, the Staff Member shall be appointed to a definite three (3) year term Tenure Track Appointment as Assistant Professor on either January 1 or July 1, whichever date falls first, immediately following fulfillment of the specified conditions.

Adjunct Professors

- 7.6 ~~Adjunct professors of the University consist of those persons who are so described in their official letter of appointment. Adjunct professors are not entitled to promotion or tenure.~~
- 7.7 ~~An adjunct professor shall be a person who participates in the teaching or research activities of the University part-time, but who is primarily employed by an institution, government, industry, or professional partnership.~~

Section 8 - Appeals on Tenure and Reappointment

- 8.2.1 Prior to the 1st of March in each year, the President of the McGill Association of University Teachers, or his or her designate, and the Principal shall jointly submit to the Senate Nominating Committee a slate of names of full-time tenured academic staff of a number at least one and a half times the number of vacancies on the Appeals Committee to be filled that year.
- 8.5 Members of the full-time tenure track academic staff, ~~except those holding an initial appointment of one year or less, faculty lecturers and visiting and auxiliary academic staff,~~ may appeal from the final decision of the Principal against recommending a grant of tenure or a reappointment. Such a decision shall be notified in writing by the Principal to the candidate concerned within two weeks of the Principal receiving a recommendation from the University Tenure Committee in a matter concerning tenure or from the dean of the faculty in a matter concerning reappointment.

Section 10 – Composition and Operation of the Committee on Staff Grievances and Disciplinary Procedures

- 10.3.1 Prior to the 1st day of April each year, the President of the McGill Association of University Teachers or the President's designate and the Principal or the Principal's designate shall submit to the Senate Nominating Committee a jointly approved slate of names of full-time tenured staff members. This slate shall include at least one and a half times as many names as there are vacancies on the Committee on Staff Grievances and Disciplinary Procedures to be filled that year.

APPENDIX C:

**CONSEQUENTIAL AMENDMENTS TO MISCELLANEOUS
REGULATIONS**

Regulations on Consulting and Similar Activities by Academic ~~and Librarian~~ Staff

15. Consulting and other clinical activities undertaken by ~~geographic full-time staff~~ Contract Academic Staff members of the Faculty of Medicine shall be governed by the regulations and procedures of the Faculty of Medicine and its teaching hospitals.

Regulations on Extended Maternity and Extended Parental Leave for Full-Time Tenured and Tenure Track Members of the Academic Staff ~~and the Librarian Staff~~

- 1.1 "Staff member" in these regulations means a male or female member of the ~~full-time tenured or tenure track~~ University academic teaching staff or a ~~male or female member of the full-time tenured or tenure track~~ librarian staff.
- 1.2 The University shall grant an unpaid leave, or a ~~full-time~~ reduced load appointment, of a maximum of 52 weeks to a staff member as an extension to the maternity leave or parental leave.

Regulations on Maternity Leave for Full-Time Tenured and Tenure Track Members of the Academic Staff ~~and the Librarian Staff~~

- 1.1 "Staff member" in these regulations means a female member of the ~~full-time tenured or tenure track~~ University academic teaching staff or a ~~female member of the full-time~~ librarian staff.

Regulations on Parental Leave for Full-Time Tenured and Tenure Track Members of the Academic Staff ~~and the Librarian Staff~~

- 1.1 "Staff member" in these regulations means a male or female member of the ~~full-time tenured or tenure track~~ University academic teaching staff or a ~~male or female member of the full-time tenured or tenure track~~ librarian staff.

Regulations on Leaves of Absence for Full-Time Tenured and Tenure Track Academic ~~and Librarian~~ Staff

- 1.1 "Staff member" in these regulations shall mean a member of the tenured or tenure track full-time academic staff as defined in Section 4.1 of the "Regulations Relating to the Employment of

~~Academic Staff” and of the full-time librarian staff as defined in Section 4.1 of the “Regulations Relating to the Employment of Librarian Staff”.~~

Regulations on Sabbatic Leaves (For ~~Full-Time Tenured and Tenure Track Academic and Librarian Staff~~)

2.4 “Staff Member” means a ~~full-time~~ tenured or tenure track member of the academic ~~or librarian~~ staff.

APPENDIX D:

Non-Tenure Track Staff Benefits

Introduction

Further to the April 2008 Report to Senate of the Non Tenure Track Academic Staff Task Force, Human Resources was asked to review a number of issues with respect to benefits accessibility for non-tenure track (NTT) staff.

The Task force recognizes that at McGill contributory benefits, including the McGill University Pension Plan, are generally accessible to all categories of salaried staff, including NTT staff who meet the earnings threshold for participation in the various benefit plans.

However, a number of issues related to certain policies and or categories of staff were identified. Specifically, Human Resources was asked to explore the feasibility of providing access to benefits coverage for GFT-H staff who are unsalaried or do not meet the minimum annual earnings threshold, without incurring additional costs to the University. A second area of concern was the University's maternity and parental leave policies, which vary according to category of staff. The third issue reviewed was the fact that some members of the NTT academic staff are presently appointed to a part-time classification for lack of an appropriate full-time classification, even though they are employed on a full-time basis, and are consequently excluded from certain benefits that are limited to full-time classifications.

1. Access to Contributory Benefits for GFT-H Staff

Health and Dental Plans

Human Resources explored the feasibility of extending access to benefits coverage to GFT-H staff who do not meet the salary threshold requirements for benefits eligibility without incurring additional costs to the University. The two options reviewed were as follows:

1. Extending the current McGill Health and Dental plans to this group without cost sharing;
or
2. Setting up a separate insured arrangement for this group.

The first option was deemed to be more favourable to the staff members as it would be more advantageous for them to be covered under the already existing large group, which provides an extensive plan design at a very reasonable cost, and low administrative fees.

The University has reviewed this option, and has had discussions with our current plan administrator to determine the potential impact on the current plan, as well as any administrative impediments. The associated risk of adding the nil-salaried GFT-H group, which accounts for approximately 600 staff members, is not expected to be significant. In order to effectively monitor and evaluate the impact, however, the experience of this group would be tracked separately, and reviewed on an annual basis.

A minimum of three months from the time of approval would be required in order to proceed to implementation of this option which would be subject to the following conditions:

- Members to pay both shares (university and employee)
- The contribution rates to be equivalent to that of both the university and employee shares, as determined annually.
- Coverage to be mandatory (health plan only), unless covered under another group plan. This is in accordance with the regulations of the Regie d'assurance maladie du Quebec (RAMQ)
- Payment to be made via direct debit from members' bank accounts

- The timely enrollment of newly hired staff in the plan to be the responsibility of the Faculty of Medicine
- The administration of the plan to be the responsibility of Human Resources

Life Insurance:

As the current plan is a contractual arrangement providing coverage based on employment income received from McGill, it cannot be made available to nil salary staff. However, the University will investigate the current insurance carriers' interest in establishing preferential arrangements for GFT-H staff without incurring additional costs to the University.

Capital Accumulation Plans:

In accordance with pension legislation, a registered pension plan may be established between an employer and employees who are remunerated. Moreover, government legislation also specifies that at least fifty percent of the proceeds of such a pension must have been contributed by the employer. As this group is not in receipt of sufficient employment income from the University, it is not feasible to arrange for membership in a registered pension plan. However, the University, as a plan sponsor, can arrange with external providers for the implementation of a group savings arrangement, such as a group RRSP, or Tax Free Savings Account. Again, preparations for the implementation of such a program would require approximately 3 months from the time of approval.

Long Term Disability Coverage:

The Long Term Disability plan for employees of McGill University is a contractual arrangement with the University's current plan administrator which provides disability benefits based on employment income received from McGill. This arrangement does not lend itself well to non-remunerated relationships and as such cannot be made available to nil salary GFT-H staff. However, general information concerning private disability insurance may be compiled and made available to such staff.

2. Parental Leaves

The University parental leave policies provide for an indemnity payable by the University as a top-up to that received by employees from the Quebec Parental Insurance Program (QPIP). The University maternity and parental leave policies currently cover academic staff in full-time ranked positions as well as administrative and support staff. Recently, a similar policy for Professional Associates was implemented. However, other categories of NTT staff are not covered by the policies, namely:

- Part-time Faculty Lecturers
- Part-time Assistant, Associate and Full Professors
- Part-time NTT Assistant Librarians
- Research Associates and Assistants
- Associate Curator and Curator
- Associate Director and Director (Non-Stipend)

Human Resources has reviewed this situation and recommends that, effective immediately, parental leave benefits be extended to all academic staff who meet the benefits earnings threshold.

3. Tuition Assistance and Tuition Waiver Policies

The Staff Dependent Tuition Waiver policy is currently available to all categories of full-time staff, including full-time ranked and unranked NTT staff, including GFT-H staff. The Tuition Assistance policy for staff members is currently available to all categories of full-time staff, including full-time

ranked and unranked NTT staff. The primary issue with respect to access to these policies concerns certain ranked NTT staff who work on a full-time basis, but are appointed to a part-time classification (ie. part-time assistant, associate and full professor), for lack of an appropriate full-time classification. This problem should correct itself with the implementation of the revised NTT academic classifications which are independent of workload descriptors..