

**UNIVERSITY OF TORONTO**

**FACULTY OF MEDICINE**

**PROCEDURES MANUAL**

**FOR *POLICY FOR CLINICAL***

***FACULTY***

**July 23, 2008**

Approved by the Clinical Relations Committee; Concurred with by the Provost (July 23, 2008)

October 2005

Dear Colleagues,

As clinical faculty members at the University of Toronto (UT), your commitment to the integration of clinical care, teaching and research in the fully-affiliated hospitals and research institutes is recognized as being central to fulfillment of the vision, mission, and values of the Faculty of Medicine. As of July 1, 2005, the longstanding relationship between the University and its academic clinical faculty is formalized by the new UT Governing Council *Policy for Clinical Faculty*. The procedures associated with this *Policy* are overseen by the Clinical Relations Committee (CRC) --- comprised of hospital CEOs, Clinical Department Chairs, chairs of hospital Medical Advisory Committees, presidents of hospital Medical Staff Associations, the UT Provost and Vice-Provost Relations with Health Care Institutions (who chairs the CRC and is also the Dean of Medicine). This broad membership provides accountability for relations among the University, clinical leaders, and clinical faculty members.

What does this new *Policy* mean for you as a member of the clinical faculty community? This *Policy* does not affect your academic rank, the academic promotions process, or your relationship with your practice plan. This *Policy* and its procedures do address a previous policy vacuum with respect to how the rights, freedoms, and responsibilities of an academic appointment could be sustained in an environment with diverse needs and stakeholders. For many years, clinical faculty have been appointed as 'status-only' at the UT with annual renewal. As well, the relationship between University and hospital governance from the perspective of the individual faculty member has not always been clear. Academic freedom is a fundamental right at the University that is as important to clinical faculty as to tenured colleagues. The new *Policy for Clinical Faculty* addresses these key issues, providing a framework that enhances the rights and privileges of clinical academic faculty including academic freedom.

The CRC is pleased to present here the *Procedures Manual for Policy for Clinical Faculty* to the UT clinical faculty community. It is also available on the Faculty of Medicine's website at <http://www.facmed.utoronto.ca/staff/mdpolicy.htm>. The procedures outlined in this *Manual* deal with: the types of clinical academic appointments now recognized by the University; the interface between practice plans and the University; academic freedom issues in the clinical setting for those with a major time commitment to academic work; grievance processes for individual clinical faculty regarding University matters; and mechanisms for ensuring that relations among the University, clinical leaders, and clinical faculty members remain collegial and effective.

Under this new *Policy*, University appointments are defined by professional time commitment for academic activities, not source of compensation or practice location. Clinical faculty in the fully-affiliated teaching hospitals who meet the inclusion criteria under the new *Policy* (i.e. devote at least 80% of their professional time to academic work) now have full-time academic appointments. Full-time clinical academic appointees will now have: explicit academic job descriptions that are agreed to by them, their University Clinical Department Chair, relevant site or Clinical Chief, and hospital administration (where applicable), thereby clarifying roles and expectations; clear and transparent decision-making processes in practice plans for allocating shared resources; and, dispute resolution mechanisms to help address various types of disagreements.

In addition, those with full-time clinical academic appointments are now provided with University perquisites and continuing clinical academic appointments. New appointees are similarly provided with University perquisites and a continuing clinical academic appointment following a successful three-year review after initial appointment. Once granted, a continuing clinical academic appointment offers stability to full-time clinical faculty in that the University will not terminate an academic appointment except for reasons of cause.

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Multi-level engagement in resolving issues concerning academic freedom outlined in the *Procedures Manual* has been made possible through the enhanced working relationships among the various stakeholders who recognize that clinical faculty appointees devote their careers to academic endeavours.

It is recognized that the careers of our full-time clinical faculty are supported principally by practice plans that allocate clinical earnings among individuals to enable promotion of academic pursuits. The University acknowledges the fundamentally important role that practice plans play in supporting the joint academic mission with the affiliated hospitals.

In our community teaching sites, those with part-time clinical academic appointments (i.e. those engaging in academic work for less than 80% but more than 20% of their professional time) also benefit from the new *Policy for Clinical Faculty* through now having explicit academic job descriptions.

In conclusion, as your Clinical Relations Committee we look forward to working together to strengthen our partnerships and academic environments.

Sincerely,

Clinical Relations Committee

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# 1. INTRODUCTION TO THE PROCEDURES

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- I Introduction**
- II Key Definitions used in the Procedures**

### **I Introduction**

Clinical faculty<sup>1</sup> have responsibilities both to the University and a relevant site, are members of a self-regulated health profession, receive most of their income from professional self-employment, have heterogeneous appointments both within and between clinical departments and hospital sites, and have differing amounts of time dedicated to academic work. Clinical faculty are not normally employees of the University of Toronto. Historically, clinical faculty appointments exist within a framework of governance by the University, the teaching hospitals, and the practice plans. Teaching hospitals and practice plans are autonomously-governed entities that associate with the University to mutual benefit.

It is understood that the income of clinical faculty is heavily dependent on clinical earnings, which in turn depend on negotiations involving the Government of Ontario, the Ontario Medical Association and, in the case of alternative funding arrangements, diverse physician groups. The University and teaching hospitals also contribute salary support to some clinical faculty, either directly from operating budgets or through mechanisms such as endowed chairs and professorships. Last, clinical faculty receive income from external consulting work and from external salary awards made by granting councils and health charities. In the circumstances, it is understandable that there has been no comprehensive agreement with clinical faculty to standardize salaries. Instead, hospital departments differ in their financial arrangements, and negotiations have been individualized and site-specific, usually involving quasi-autonomous practice plans.

This complexity in both governance and finances has contributed to a long-standing University policy vacuum with respect to clinical faculty. Their situation is very different from that of university-salaried tenured non-clinical faculty. Nevertheless, clinical faculty are essential to the University's academic mission. The procedures presented in this Manual recognize the rights, privileges and perquisites for clinical faculty.

These procedures give effect to the University of Toronto Governing Council's Policy on Clinical Faculty (and any revisions). This procedures manual may be revised with the approval of the *Clinical Relations Committee*<sup>2</sup> (Section 4.III for detail about voting) and with the concurrence of the

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<sup>1</sup> *Clinical faculty* refers to an individual or individuals, licensed to practice medicine in Ontario and holding a Medical-Dental staff appointment on the Active Staff (or equivalent) of a fully-affiliated teaching hospital or community teaching hospital, or an affiliated community practice or, less often, working in a community clinic, industry or in private practice, and appointed as clinical faculty in a Faculty of Medicine clinical department.

<sup>2</sup> Defined in Key Definitions Section 1.II

Provost. Ratified changes in procedures are reported for information to the next meetings of the Faculty of Medicine Faculty Council by the Dean of Medicine and the Academic Board of the Governing Council of the University of Toronto by the Provost. Changes that are not material revisions --- editorial formatting and re-organization of material --- shall be reported annually to the Faculty Council and Academic Board.

## II Key Definitions used in the Procedures

1. *Policy*, unless stated otherwise, refers to the University of Toronto *Policy for Clinical Faculty*, approved by the University of Toronto Governing Council on December 16, 2004, and taking effect on July 1, 2005.
2. *Clinical faculty* refers to an individual or individuals, licensed to practice medicine in Ontario and holding a Medical-Dental staff appointment on the Active Staff (or equivalent) of a fully-affiliated teaching hospital or community teaching hospital, or an affiliated community practice or, less often, working in a community clinic, industry or in private practice, and appointed as clinical faculty in a Faculty of Medicine clinical department.
3. *Clinical Academic Appointments*. There are four categories of appointment for Clinical Faculty Members. These appointments are Full-Time Clinical Academic; Part-time Clinical Academic; Adjunct Clinical Academic; and Visiting Clinical Professor. See Procedures 2.II and VI.
4. *Academic work* refers to research, creative professional activity as defined in University policy, teaching (including provision of clinical care that may involve supervision of students, residents or other clinical trainees), academic administration or work that is deemed by the Faculty to be directly in support of University academic work by other clinical faculty.
5. *Eligible clinical faculty* refers to clinical faculty appointees who have access to the (*Clinical Faculty*) *Academic Clinical Tribunal*. As outlined in the appointee's academic appointment letter, this presupposes acceptance of the jurisdiction of the Tribunal by the practice plan (or its equivalent) in which s/he participates (see below) and the site at which s/he works. The appointee's access to the (*Clinical Faculty*) *Academic Clinical Tribunal* is confirmed at the time of the academic appointment and in the renewal process.
6. A *Conforming Practice Plan (or its equivalent)*<sup>3</sup> is one that is acceptable to the Dean of Medicine as regards adherence to the following core principles:

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<sup>3</sup> An equivalent arrangement may be, for example, salary from a hospital that explicitly supports the jurisdiction of the (*Clinical Faculty*) *Academic Clinical Tribunal* or income-sharing in an affiliated community clinic that similarly explicitly accepts the Tribunal's jurisdiction. The relevant clinical Department Chair would need to assess the arrangement and recommend to the *Dean* if it can be considered equivalent to a conforming practice plan. The Faculty member would need an academic job description. The affected clinical faculty may appeal the Chair's finding to the *Dean*, and may grieve the *Dean's* decision; see Section 3.III.

- i Competitive and financially-unrestricted private practice is incompatible with academic goals. Group practices with distributed earnings to support the academic mission are the norm to ensure academic productivity.
- ii The plan will provide explicit academic job descriptions, with specific clinical and academic responsibilities for each appointee as a faculty member and as a member of a practice plan (or its equivalent). These job descriptions should be agreed to at the time of appointment between the individual faculty recruit, relevant site chiefs, and the Department Chair. Some long-standing appointees may not have full job descriptions; as outlined below (point 7), there will be flexibility in implementing this provision for current clinical faculty.
- iii The plan's administrators and members retain responsibility for ensuring that the *Conforming Practice Plan* continues to conform with the University's *Policy for Clinical Faculty* and the procedures set out in the Procedures Manual for *Policy for Clinical Faculty*, as amended from time to time.
- iv The clinical site chiefs will consult with practice plan leaders (or in the case of equivalent arrangements, with the leader of those arrangements) and the hospital leadership to ensure the acceptability and sustainability of the job description. While job descriptions may be revised as academic performance and economic circumstances dictate, the Department Chair must be consulted on any major change in academic elements of the job description. Practice plan (or equivalent) leaders and hospital leaders, along with Department Chairs, should ensure that fair processes are followed to determine major changes in job description.
- v Whether the group practice (or its equivalent) is supported by pooled fee-for-service income or by alternate funding arrangements, the practice plan must have economic mechanisms that support and reward academic activity. The nature of these mechanisms is left to each plan so that they may respond to market forces and local need.
- vi The plan (or its equivalent) must have a well-understood, transparent, and equitable decision-making mechanism for allocating resources (to include, but not be limited to, time, income, and infrastructure) to individual plan members.
- vii All plans must have multi-level internal dispute resolution mechanisms that are applicable for all disputes within the plan (or its equivalent). The process used to resolve disputes with respect to the operation of a Practice Plan (or its equivalent) must be clear, transparent, and disseminated to members. In addition, an acceptable dispute resolution mechanism shall involve:
  - a) more than one step (e.g. more than one level ) to resolve disputes;
  - b) timelines associated with each step;
  - c) procedures for dealing with conflict of interest situations
  - d) opportunities for disputants to present their cases as they see them; and

- e) written decisions that are final and binding at the last step.

These principles for dispute resolution are applicable to individuals, and are not intended to provide a mechanism for groups to seek changes in the administration or principles of the plan (instead the mechanisms set out in the plan's constitution, by-laws or the like should be used for that purpose).

A conforming plan (or its equivalent) will explicitly accept the University's role in protecting academic freedom and the jurisdiction of the *(Clinical Faculty) Academic Clinical Tribunal* as regards disputes involving academic freedom concerns in the clinical setting, and will agree to be bound by the Tribunal's decision which will consist of a determination of facts with respect to the complaint, a finding as to whether there has been a breach of *academic freedom*, and a delineation of the implications of the breach for the complainant. The Tribunal has no power to award remedies, or to change any of the provisions of a duly enacted policy or established practice of the University, *relevant site*, or *Conforming Practice Plan*, or to substitute any new provision therefore, or to alter these Procedures. In this regard, after the complainant has been apprised of the decision from the second-to-last step in the internal dispute resolution mechanism of the conforming practice plan (or the equivalent), the complainant may make a written complaint to the Dean who shall conduct an inquiry and, if appropriate, refer the matter to the *(Clinical Faculty) Academic Clinical Tribunal*.

All practice plans must be completely conforming by March 1, 2006. Practice plans deemed by the Dean to be sufficiently conforming to the requirements in the Procedures Manual will be approved for the academic year 2005-2006 under the conditions that the necessary amendments for full conformity will be made on or before March 1, 2006.

Organization of full-time faculty members into *Conforming Practice Plans* is central to the maintenance of their academic appointments. Thus, each practice plan (or its equivalent) will be reviewed on an ongoing basis by the relevant Department Chair for conformity with these principles. Where the Department Chair is also the head of a practice plan or a member of the plan's executive, the Chair must recuse him/herself and arrange for the review to be done by another Department Chair approved by the *Dean*. Department Chairs have a responsibility to work with colleagues in developing a consensus on the interpretation of the principles for the specific clinical contexts in which faculty members do their work. The Department Chair will advise the *Dean* annually on the current acceptability of all the conforming practice plans involving members of her/his University Department.

Where concerns about conformity with the principles arise from review of documentation, the reviewing Chair will first seek to resolve non-compliance by collegial consultation with the practice plan leaders and/or the plan executive. Where these concerns cannot be resolved by consultation, the Chair will proceed to notify the *Dean* in writing about the points of non-conformity. The notification will be copied to the relevant practice plan leaders, Medical Staff Association Presidents, and hospital administration. If the points of contention cannot be resolved in 30 working days (six



weeks) from the date of notice, the *Dean* will meet promptly with the practice plan executive to address the matter. In the event of continued disagreement about compliance, potential steps to be taken will include, in order, the *Dean* meeting jointly with the hospital administration and practice plan leaders and the Vice-Provost, Relations with Health Care Institutions meeting with the hospital board. It is understood that participation in a conforming practice plan or equivalent is necessary for maintenance of appointment status. See Section 2.X.4 on termination of full-time academic appointments; such termination may be appealed or grieved under the Procedures set out in this Manual.

7. *Academic job description* refers to a written and explicit description of the *academic work* to be undertaken that is agreed to among the clinical faculty member, the Department Chair, *relevant site* or clinical chief, and hospital administration (where applicable). The academic job description shall be appropriate for the individual's appointment circumstances. All individuals holding a *Full-Time* or *Part-Time Clinical Academic Appointment* must have an academic job description. It is understood that explicit job descriptions may not exist for current appointees who have been in the academic ranks for some years. Thus, there will be flexibility in the requirement for academic job descriptions, on the understanding that the *University* will use its best efforts to derive an accurate job description for all full-time or part-time colleagues already in rank. Any job description for colleagues in rank, as for new appointees, must be agreed between the Chair or delegate and the clinical faculty appointee.
8. *Relevant site(s)* are those clinical institutions or settings where the *academic work* will be undertaken. The relevant site(s)' Chief and Department Chair must approve the appointees' *academic job description*. The relevant site must have harmonized institutional research policies (see point 9 below) and have an acceptable dispute resolution mechanism for dealing with academic freedom issues if *eligible clinical faculty* are on-site.
9. *Harmonized institutional research policies* refers to a set of research policies related to research ethics and academic integrity at the *relevant sites* that should be consistent with those of the University and the Faculty of Medicine. The *University* will collaborate actively with the *relevant sites* with a view to ensuring that these institutional policies remain in harmony.
10. *Full-time equivalent* refers to those holding a *Full-Time Clinical Academic Appointment* on a part-time basis such that at least 80% of their professional working time is devoted to *academic work*. (see definition of *Academic Work* in Section II.4). The *full-time equivalent* is intended for those individuals who are in an academic career track who wish to job-share or to work less than would be expected of a full-time appointee. This category is not intended for individuals to obtain full-time-equivalent perquisites while pursuing private practice income generation away from the *relevant site*; thus, off-site clinical activity is not anticipated and must be disclosed. Failure to disclose this information in a timely fashion may be grounds for termination of an academic appointment. A faculty member holding a full-time *clinical academic appointment* may

transfer to a *full-time equivalent* appointment only with approval of his/her hospital Chief and Department Chair.

11. *Academic freedom* is defined as: the freedom to examine, question, teach, and learn, and the right to investigate, speculate, and comment without reference to prescribed doctrine, as well as the right to criticize the *University* and society at large. Specifically, and without limiting the above, *academic freedom* entitles *eligible clinical faculty* members to have *University* protection of this freedom in carrying out their academic activities, pursuing research and scholarship and in publishing or making public the results thereof, and freedom from institutional censorship. *Academic freedom* does not require neutrality on the part of the individual nor does it preclude commitment on the part of the individual. Rather *academic freedom* makes such commitment possible.

The *University* and fully-affiliated teaching hospitals affirm that *eligible clinical faculty* have *academic freedom* in their scholarly pursuits. All clinical faculty remain subject to the applicable ethical and clinical guidelines or standards, laws and regulations governing the practice of medicine and the site-specific relevant policies or by-laws.

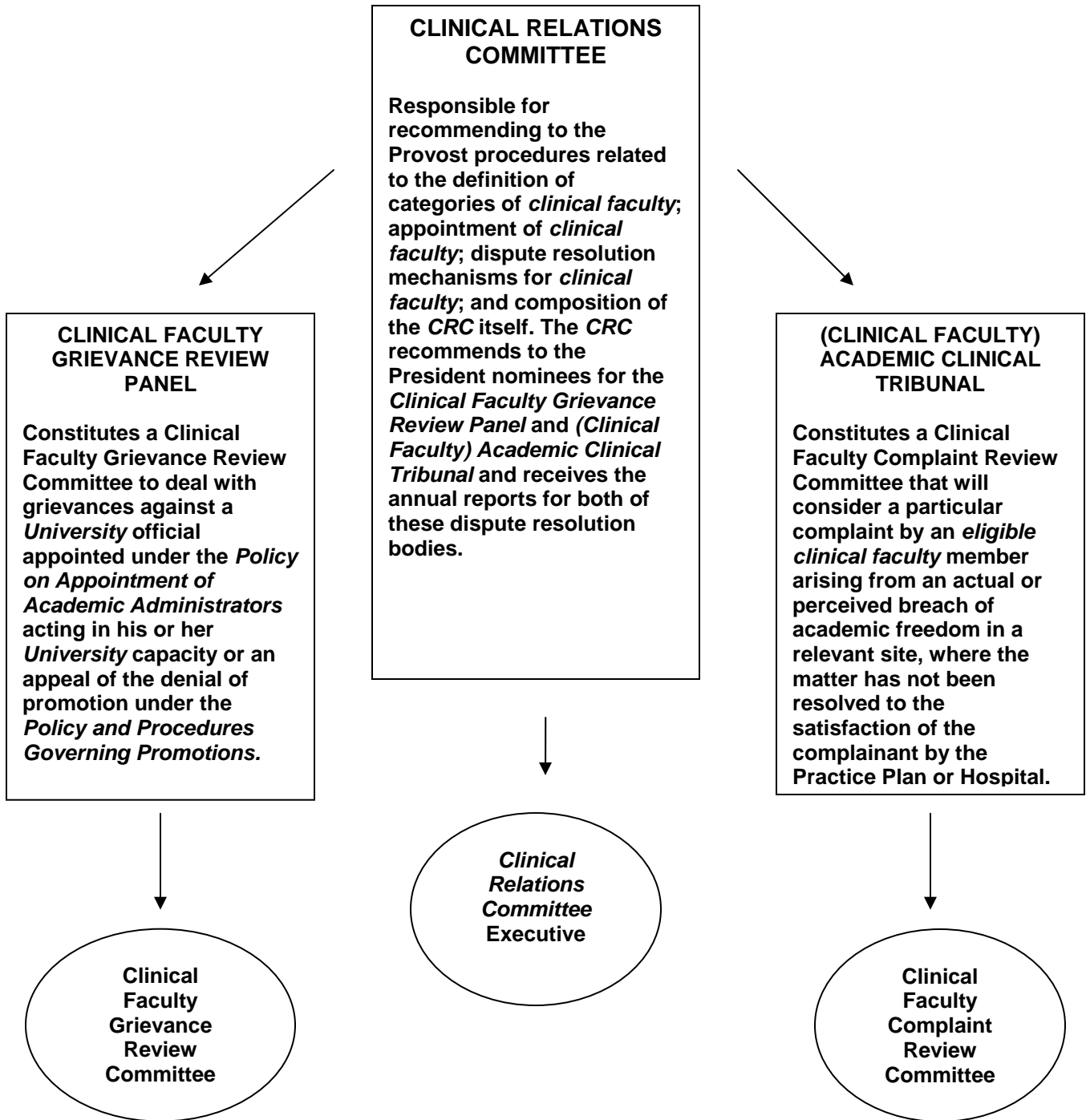
12. *Self-Report(ing) of Professional Conduct* is required of all clinical faculty members. It involves a clinical faculty member reporting to their *University* Chair information that may be relevant to a clinical-academic appointment including, but not limited to, if they have been convicted of a criminal offence, if they have been found guilty of academic misconduct, incompetence, negligence or any form of professional misconduct by a court or the CPSO's Discipline Committee or Fitness to Practice Committee (or its equivalent in any jurisdiction). It is expected that the *clinical faculty* member will make such a report within seven working days of his or her receipt of notification or knowledge of the conviction or of such a finding. If this conviction or finding is historical (i.e. more than seven days) and regardless of the jurisdiction in which it was made, the *clinical faculty* member is expected to report it to the *University* Chair. In the case of a physician who is the subject of an Inquiry by the Discipline Committee or Fitness to Practice Committee (or its equivalent in any jurisdiction), reporting should conform to hospital by-laws and the CPSO direction.
13. *Certificate of Professional Conduct* is issued by the College of Physicians and Surgeons of Ontario (CPSO) and contains sensitive information including, but not limited to, the physician's qualifications as known to the CPSO; class of certificate of registration; specialty qualifications; if the physician is or is not the subject of an Inquiry by the Discipline Committee or Fitness to Practice Committee; if the physician has been the subject of proceedings before the Discipline Committee or Fitness to Practice Committee in the past six years and the outcome of those proceedings; and restriction or cancellation of privileges by a Board of Governors of an Ontario hospital in the past ten years (due to incompetence, negligence or any form of professional misconduct). All *clinical faculty* are required to obtain the *Certificate* at the time of their first *University* appointment. If the *clinical faculty* member has already obtained such a *Certificate* for the purposes of hospital credentialing, a photocopy of the document from the hospital is acceptable.

14. *Fully-affiliated teaching hospitals* are designated as such and have *University-Hospital* affiliation agreements.
15. *Community teaching hospitals* are teaching hospitals that are designated by the *University* as being affiliated to some extent with the *University*.
16. *University or academic administrators* are individuals who hold *University* administrative appointments pursuant to the *University Policy on Appointment of Academic Administrators* (October 30, 2003).
17. *Hospital administrators* for the purposes of Procedures 4. shall include *clinical faculty* who are designated as the executive most responsible for oversight of practice plans, Division Chiefs and those in higher senior administrative positions.
18. *University* shall mean the University of Toronto
19. *University perquisites* include eligibility for education benefits at the University of Toronto, including the Scholarship Program for dependents, discounted Joint Memberships (athletic facilities and Faculty Club), and the staff tuition waiver for The University of Toronto School of Continuing Studies (SCS) courses and University of Toronto degree and credit courses up to and including the Masters level. The waiver amount for degree and credit courses is limited to the equivalent Arts and Science tuition or part-time program fee. For SCS courses, there is a limit of \$500 per course and no more than six courses per year.
20. *Dean* shall refer to the Dean of Medicine or his/her delegate.
21. *Vice-Provost, Relations with Health Care Institutions* shall refer to the Vice-Provost, Relations with Health Care Institutions or his or her delegate.
22. The *Clinical Faculty Grievance Review Panel*, composed of members appointed by the President after consultation with the *Clinical Relations Committee*, constitutes a Clinical Faculty Grievance Review Committee to hear a particular grievance involving a decision made by a *University* official appointed under the *Policy on Appointment of Academic Administrators* acting in his or her *University* capacity. This includes hearing an appeal of the denial of academic promotion of a full-time or part-time *clinical faculty* member (*University Policy and Procedures Governing Promotions*). See Figure 1 and Section 4.I for terms of reference.
23. The (*Clinical Faculty*) *Academic Clinical Tribunal*, composed of members appointed by the President after consultation with the *Clinical Relations Committee*, constitutes a Clinical Faculty Complaint Review Committee to hear a particular complaint by an *eligible clinical faculty* member arising from an alleged breach of *academic freedom* in the *Conforming Practice Plan* or *relevant site*, where the matter has not been resolved to the satisfaction of the complainant by the Practice Plan or *relevant site*. See Figure 1 and Section 4.II for terms of reference.

24. *The Clinical Relations Committee (CRC)* is responsible for recommending to the Provost procedures related to the definition of categories of *clinical faculty*; appointment of *clinical faculty*; dispute resolution mechanisms for *clinical faculty* and composition of the *CRC* itself. The *CRC* recommends to the President nominees for the *Clinical Faculty Grievance Review Panel* and *(Clinical Faculty) Academic Clinical Tribunal* and receives annual reports from both of these dispute resolution bodies. The *CRC*'s ability to change their procedures and the process and approval needed for doing so are set out in the *Policy*. See Figure 1 and Section 4.III for terms of reference.

Figure 1

DEPICTION OF THE PANELS, COMMITTEES, AND TRIBUNAL



## 2. CATEGORIES OF APPOINTMENT AND CRITERIA

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### I Purpose of the Procedures

One of the important responsibilities of the Faculty of Medicine is to appoint and promote on merit its *clinical faculty* members. These Procedures outline the general principles for appointing *clinical faculty* members; describe the categories of appointment; and provide the criteria and conditions used for granting an appointment and a continuing appointment, and terminating an appointment.

### II Guiding Principles for the Establishment of the Categories of Appointments

1. The categories, criteria, and conditions of appointments shall be based on *academic job descriptions* and not on pay sources.
2. The categories, criteria, and conditions of appointments shall reflect academic roles.
3. Major academic participation generally requires that the appointee: (a) participates in a *Conforming Practice Plan (or equivalent)* or is employed full-time in a *relevant site* with an *academic job description*; and (b) is appointed in a *fully-affiliated teaching hospital*, an affiliated department or service in a *community teaching hospital*, or a formally-affiliated teaching practice in the community.
4. For appointees participating in a practice plan, the type of appointment is based, in part, on whether the individual's practice plan has been disclosed to, and is acceptable to, the *Dean* or to the relevant Department Chair acting as the *Dean's* delegate. For purposes of these procedures, these will be termed "*Conforming Practice Plans*" (see Section 1.II.6. for the definition).

5. Type of appointment is based, in part, on whether the individual *clinical faculty* member has a full-time appointment within a *relevant site* with a *Conforming Practice Plan* (or its *equivalent*).
6. Access to the *Clinical Faculty Grievance Review Panel* requires that the appointee be Full-Time Clinical Academic or Part-Time Clinical Academic and have at least 20% of their professional working time devoted to *academic work* and have an approved *academic job description*.
7. Access to the (*Clinical Faculty*) *Academic Clinical Tribunal* is extended to appointees who have *Full-Time Clinical Academic Appointments*. In some instances, appointees who have *Part-Time Clinical Academic Appointments* or are working in a post-retirement off-payroll capacity will have access to the (*Clinical Faculty*) *Academic Clinical Tribunal*; and this decision will be based on the specific criteria as set out in these Procedures (see 2.III.2.iv).

### III Introduction to Academic Appointments

#### 1. Categories

- i There are four categories of appointment for *Clinical Faculty* Members: *Full-Time Clinical Academic Appointment*; *Part-Time Clinical Academic Appointment*; *Adjunct Clinical Academic Appointment*; and *Visiting Clinical Professor*.
- ii Each of the categories of academic appointment is differentiated by the amounts of time dedicated to *academic work* (defined in Section 1.II.4)
  - a) *Full-Time Clinical Academic Appointments* – engaged in academic activities for at least 80% of his/her professional time
  - b) *Part-Time Clinical Academic Appointments* – engaged in academic activities for less than 80%, but for 20% or more of his/her professional time:
  - c) *Adjunct Clinical Academic Appointments* – engaged in academic activities for less than 20% of his/her professional time.
- iii All *Full-Time and Part-Time Clinical Academic Appointments* have an approved *academic job description*. These may be updated from time to time.
- iv The determination of full-time or part-time status must remain somewhat flexible in order to honour existing appointments as appropriate, and so that, in unusual circumstances, consideration may be given to including clinical service without concomitant teaching as part of the definition of *academic work*, provided that the attribution of such clinical work is agreed to by the *relevant site* Chief and Chair as being essential to the academic mission of the Department and Faculty.
- v See Tables 1 to 3 as well as Section VI for fuller details.

## 2. Main Criteria and Appointment Specifics

- i Each category of clinical academic appointment (Full-Time, Part-Time, and Adjunct) is based on different criteria and has differing kinds of relationships with the *University*.
- ii *Any Full-Time or Part-Time Clinical Academic appointee* has access to the *Clinical Faculty Grievance Review Panel* which hears grievances involving an allegation of a breach of policy or procedure made against a *University* official appointed under the *Policy on Appointment of Academic Administrators* acting in his or her *University* capacity.
- iii All individuals appointed to *Full-Time Clinical Academic Appointments* must participate in a *Conforming Practice Plan* or its equivalent. All such individuals must also meet the criteria for access to the *(Clinical Faculty) Academic Clinical Tribunal*, viz: the *Conforming Practice Plan* and the *relevant site* explicitly accept the *University's* role in protecting *academic freedom* and the jurisdiction of the *(Clinical Faculty) Academic Clinical Tribunal*; there are acceptable multi-level internal dispute resolution systems for all disputes with appropriate and clear timelines for complaints and responses; and the *Conforming Practice Plan* and the *relevant site* have *harmonized institutional research policies*.
- iv As part of the terms of appointment or re-appointment for *clinical faculty*, the *Dean* may extend access to the *(Clinical Faculty) Academic Clinical Tribunal* to individuals holding a Part-Time Clinical Academic Appointment if the relevant site chief and the Department Chair provide written evidence that the faculty member meets the criteria for access to the *(Clinical Faculty) Academic Clinical Tribunal* as set out in Section 2.II.7 above. Individuals previously holding a Full-Time appointment who are off the *University* payroll, but continuing to work clinically or academically at an affiliated site, will be granted access to the *(Clinical Faculty) Academic Clinical Tribunal* on the same basis. In no such instances will such access be granted after initiation of a dispute. Rather, at the outset of an appointment or effective on the anniversary of an existing appointment the *Dean* shall specify the terms and conditions of this access in writing to the appointee and the *relevant site*.
- v Tables 1 to 3 summarise the various appointments, the main criteria and the main particulars. See also Section VI for fuller details.
- vi As the name and insignia of the Faculty of Medicine are widely recognized and respected and have positive implications for patients and to the public, care needs to be taken in their use. We encourage faculty members to use the name and insignia when activities are relevant to the individual's role in the Faculty.



### 3. Terms of Appointment and University Perquisites

- i Each of the three categories of *clinical academic appointments* has differing terms of appointment and differing *University Perquisites*. Tables 1 to 3 summarise this information.
- ii See Tables 1 to 3 and Section VI for fuller details.

## **IV Applicability**

1. These Procedures concern *Clinical faculty* [see Section 1.II.2 for definition.]<sup>4</sup> These *Clinical faculty* procedures are not applicable to those in the tenure-stream University-salaried faculty positions nor do they apply to those who do not meet the definition of *clinical faculty* (Section 1.II.2), such as non-physicians or clinical associates who do not have academic appointments.
2. For Chairs of departments and Directors of an Academic Centre or Institute, both these procedures and the University *Policy on Appointment of Academic Administrators* shall be followed, and if there is a conflict between them, to the extent of the conflict, the *Policy* shall apply. For Joint Hospital-University Endowed Chairs and Professors, both these procedures and the University's *Policy on Endowed Chairs, Professorships, Lectureships, and Programs* shall be followed.
3. While it is expected that the categories of appointments will be implemented in a timely manner, as noted above, existing agreements and contracts may prohibit the immediate implementation of this system for all current appointees.

## **V Approval Process for Appointing Clinical Faculty**

1. The *Dean* shall provide final *University* approval for all *Clinical Academic Appointments* at the request of the Department Chair.
2. Each Department Chair must establish a Departmental Appointments Committee to review all academic appointments. The Departmental Appointments Committee will advise the Department Chair, who will make a formal departmental request to the *Dean* for any clinical academic appointment.

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<sup>4</sup> Where a member of *clinical faculty* has a secondary appointment in a non-clinical department, he or she is expected to respect those departmental policies. However, he or she is otherwise governed by these *clinical faculty* policies unless other agreements have been made or the matter concerns work related to their appointment to the School of Graduate Studies (SGS).

3. For a Lecturer appointment: After receiving advice from the Departmental Appointments Committee, the Department Chair may submit the appointment request directly to the *Dean* without review by the Faculty Appointments Advisory Committee (see below).
4. For a professorial rank full-time appointment (Assistant Professor, Associate Professor, Professor) without a formal search: The Department Chair will solicit the advice of the Departmental Appointments Committee. The Department Chair must submit the appointment request to the *Dean* through the Faculty Appointments Advisory Committee, which will review the request and, upon approval, submit its recommendation to the *Dean*.
5. For a professorial rank part-time or adjunct appointment (Assistant Professor, Associate Professor, Professor) without a formal search: The Department Chair will solicit the advice of the Departmental Appointments Committee and does not need to submit the appointment request to the *Dean* through the Faculty Appointments Advisory Committee.
6. For a professorial rank appointment with a formal search: When a faculty member is recruited at a professorial rank by formal search process that includes *University* representation, the Department Chair may recommend the appointment directly to the *Dean* without review by the Departmental Appointments Committee or Faculty Appointments Advisory Committee.

**Table 1 Summary of the Full-Time Clinical Appointment**

Term	Main Criteria	Specifics
<p>Renewable annually; termination only for cause after probation</p> <p>First three years, at minimum, are probationary</p> <p>[Probation is extended pro rata to the equivalent of three full years if the appointment is held as a <i>Full-time equivalent</i>].</p>	<p>Engage in <i>academic work</i> for at least 80% of their professional working time*.</p>	<p>The appointee will:</p> <ol style="list-style-type: none"> <li>1) meet the main criteria;</li> <li>2) hold a Medical-Dental staff appointment on the Active Staff (or equivalent) of a fully-affiliated hospital or community teaching hospital with <i>harmonized institutional research policies</i>;</li> <li>3) participate in a <i>Conforming Practice Plan</i> or be salaried from a <i>fully-affiliated teaching hospital</i> or <i>community teaching hospital</i>;</li> <li>4) have no outside clinical or other employment without the permission of the Department Chair;</li> <li>5) have an approved <i>academic job description</i>.</li> </ol> <p>The appointee shall:</p> <ol style="list-style-type: none"> <li>a) respect applicable departmental, Faculty and <i>University</i> policies;</li> <li>b) obtain a <i>Certificate of Professional Conduct</i> at the time of the initial <i>University</i> appointment</li> <li>c) <i>Self-Report on Professional Conduct</i></li> <li>d) have access to the <i>Clinical Faculty Grievance Review Panel</i>;</li> <li>e) have access to the (<i>Clinical Faculty</i>) <i>Academic Clinical Tribunal</i>.</li> </ol> <p>The <i>Dean</i>, in unusual circumstances, may approve someone for this appointment who does not meet conditions (2) or/and (3). However, such an appointment will only be granted if the <i>relevant site</i> chief and Chair can provide written evidence that his/her circumstances of employment or practice meet the criteria for access to the (<i>Clinical Faculty</i>) <i>Academic Clinical Tribunal</i> as set out in Section 2.III.2.iv.</p> <p>The <i>University</i> <i>perquisites</i>:</p> <ol style="list-style-type: none"> <li>a) Eligible for <i>perquisites</i> as a function of job description and extent of commitment to <i>academic work</i>.</li> <li>b) <i>Full-time equivalent</i> appointments have <i>university perquisites</i> pro-rated to the proportion of academic activity.</li> </ol>

\*The individual may work part time but devote 80% or more of their professional working time to *academic work*. This is called a *Full-time equivalent*. Note: The percentage of academic time shall not fall below 20%.

**Table 2 --- Summary of Part-Time Clinical Academic Appointment**

Term	Main Criteria	Specifics
One year, renewable at the discretion of the Department Chair	Engage in <i>academic work</i> for less than 80% of their professional working time but for 20% or more.	<p>The appointee will:</p> <ol style="list-style-type: none"> <li>1) meet the main criteria;</li> <li>2) work part-time as Medical-Dental staff (or its equivalent) in one or more of these sites: a <i>fully-affiliated teaching hospital</i>, a <i>community teaching hospital</i>, an affiliated community practice or a community clinic;</li> <li>3) often have outside clinical or other employment;</li> <li>4) have an approved <i>academic job description</i>.</li> </ol> <p>The appointee shall:</p> <ol style="list-style-type: none"> <li>a) respect applicable departmental, Faculty and <i>University</i> policies</li> <li>b) obtain a <i>Certificate of Professional Conduct</i> at the time of the initial <i>University</i> appointment</li> <li>c) <i>Self-Report on Professional Conduct</i></li> <li>d) have access to the <i>Clinical Faculty Grievance Review Panel</i></li> </ol> <p>As part of the terms of appointment or re-appointment for <i>clinical faculty</i>, the <i>Dean</i> may extend access to the (<i>Clinical Faculty</i>) <i>Academic Clinical Tribunal</i> if the appointee can provide written evidence that his/her circumstances meet the criteria for access set out in Section 2.III.2.iv. In these instances, the <i>Dean</i> shall specify the terms and conditions of this access in writing to the appointee and the <i>relevant site</i>.</p> <p>Not eligible for <i>University perquisites</i>.</p>

Note: Appointees, who meet the conditions for this appointment and also participate in a *Conforming Practice Plan*, may want to explore with their Department Chairs the possibility of increasing their academic time and being considered for a *Full-Time Clinical Academic Appointment* at the next anniversary date of the appointment.

**Table 3 Summary of Adjunct Clinical Academic Appointment**

Term and renewal of the term is at the discretion of the Department Chair.	Engage in <i>academic work</i> for less than 20% of their professional working time.	<p>The appointee will:</p> <ol style="list-style-type: none"> <li>1) meet the main criteria;</li> <li>2) usually work in a non-affiliated hospital, industry or private practice;</li> <li>3) participate in academic programs in a limited manner.</li> </ol> <p>The appointee shall:</p> <ol style="list-style-type: none"> <li>a) respect applicable departmental, Faculty and <i>University</i> policies for their <i>academic work</i>.</li> <li>b) Obtain a <i>Certificate of Professional Conduct</i> at the time of the initial <i>University</i> appointment</li> <li>c) <i>Self-Report on Professional Conduct</i></li> </ol> <p>Not eligible for <i>University perquisites</i>.</p>
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## VI Criteria and Conditions for Granting an Appointment/Continuing Appointment

### 1. Full-Time Clinical Academic Appointment

#### i General Criteria.

Table 1 outlines the criteria for this appointment. Those holding a *Full-Time Clinical Academic Appointment* are eligible for consideration for an appointment in the *University's* School of Graduate Studies. Those holding this appointment can also elect to hold research grants or personnel awards at the *University* or at the affiliated hospital.

All full-time Medical-Dental staff who hold appointments on the Active Staff (or equivalent) of a fully-affiliated hospital are expected to meet the criteria for a *Full-Time Clinical Academic Appointment*. As a corollary, a Full-Time Academic Appointment usually entails work at a site or sites with a formal affiliation agreement with the *University*, such that the site(s) accept(s) the jurisdiction of the (*Clinical Faculty*) *Academic Clinical Tribunal*.

As noted, in unusual circumstances, the *Dean* may allow appointees other than those defined in Table 1 to be appointed in a *Full-Time Clinical Academic Appointment* (see Section 2.III.1.iv).

#### ii Probation for New Full-Time Clinical Academic Faculty

On initial appointment to a *Full-Time Clinical Academic Appointment*, a candidate will customarily be offered a probationary appointment of not less than three years and not more than five years duration. While the usual probationary period is three years, it may be extended once for up to two more years, bringing the total to five years duration, with the consent of the candidate and at the discretion of the Chair.

During the probationary period, the Department Chair or delegate may, at his/her discretion, conduct a performance review at the end of the first and/or second year.

Any current Full-Time faculty member who has successfully completed his/her three- to five-year performance review will be given a "continuing annual appointment" under the *Policy* (see Section 2.VI.1.iii below for details). Faculty with less than three years experience at the University of Toronto should be reviewed at the usual three-year period (consistent with their current agreement) and considered for a continuing faculty appointment under the *Policy*.

Each new Full-Time appointee will require a three- to five-year performance review (that requirement should be included in the Offer of Academic

Appointment). As exceptions, senior academic recruits (Associate Professor or Professor rank) may receive an immediate Continuing appointment from the *Dean* if the recruitment process has included a full dossier review (including letters of reference); a review by the Departmental Appointments Committee; and recommendation for continuing appointment by the Department Chair for approval by the *Dean*.

A Chair's Advisory Committee, consisting of senior members of the *University* Department, will advise the Department Chair as to continuation of an appointment beyond the probationary period. A Departmental appointments/promotions committee may serve this function, or the Department Chair may constitute a separate committee. The committee shall review the performance of the Appointee after the end of the third year and not later than the end of the fifth year. For those who are *Full-time equivalent*, the probationary period is pro-rated to coincide with a full three to five years.

The names of the committee members must be made known to the department and to the candidate in advance of the performance review. The candidate must identify any perceived conflicts of interest on the part of any committee member as part of the review process and before the committee's deliberations. The Chair is expected to ask the candidate to identify such conflicts as part of the process of review.

The committee will involve the relevant hospital or clinical site chief in the review. The chief will advise the Chief Executive of the site that a review is pending, and keep the Chief Executive apprised of the progress of the review.

The committee is expected to solicit input from the relevant hospital or clinical site chief in all cases, to review documentation and letters of reference with appropriate care, and to ensure that any members who have a potential or actual conflict of interest are recused. The candidate will be asked to submit an account of his/her *academic work* completed or undertaken since the time of initial appointment.

The performance review shall answer one question: Given the terms and expectations set out at the time of the probationary appointment, and the academic standards of the Department and Faculty, does the Appointee's performance merit a recommendation that the Appointee transfer to the system of continuing annual renewal?

The committee will advise the Department Chair regarding the options to change the appointment to a continuing annual appointment; extend the probation period; change the job description; or terminate the appointment. The Chair must decide which option to recommend and convey that recommendation in writing to the *Dean* and the appointee within 30 working days of making that decision.

When the Department Chair decides not to recommend continuing yearly renewal, the appointment will terminate on the pre-determined date of expiry. However, an extension beyond the expiry on a terminal basis may be granted at the discretion of the Chair, cannot exceed 12 months, and must be agreed upon with the relevant site.

If the Department Chair recommends in favour of transfer to the continuing annual appointment stream, the Chair shall send the recommendation to the *Dean* for approval. If the Chair decides to recommend against transfer, that recommendation shall be sent by the Chair to the *Dean*. The *Dean* shall in usual and customary circumstances accept the recommendation of the Chair, but has the discretion not to do so and may review the records of the Departmental Advisory Committee's deliberations.

iii Term of Appointment

The first three years are probationary (extended pro rata to the equivalent of three full years of service if the appointment is held as a *Full-time equivalent*) with no obligation or expectation of continuation or renewal. If the appointee is successful, those holding this appointment will have continuing annual appointments with expectation of renewal unless the *University* can demonstrate cause for non-renewal based on performance. The annual re-appointment reflects the requirement for annual re-appointments to Medical-Dental Staff under the Public Hospitals Act, and as a matter of fairness, is applied to all full-time *clinical faculty* regardless of whether their primary clinical setting is a public hospital or not. Post-65 appointment continuation depends on continuation of clinical privileges or a scientific appointment at the relevant site (see Section VIII, Professors Emeriti and Retirement and Section IX Post-65 Appointment Continuation). As the terms of the appointment and ability to meet expectations are related to staff appointment in a relevant site, the *University* appointment will terminate if the corresponding staff appointment in an eligible site terminates. See Sections 2.X and 3. below, for guidance regarding disputes.

iv Appointment Rank and Promotion

Those holding *Full-Time Clinical Academic Appointments* may be appointed to a Lecturer position or to the professoriate stream at the rank of Assistant Professor, Associate Professor, or Full Professor. Promotion in rank is expected but not required. Promotion of *Full-Time Clinical Academic Appointees* is governed by the University's *Policy and Procedures Governing Promotions* (April 20 1980; Policy #3.01.05) and the Faculty of Medicine's *Academic Promotions Manual* (the version for the academic year in which promotion is sought). The procedures to deal with appeals concerning the denial of promotion are outlined in Section 3.III.2. For those Lecturers being considered for Assistant Professor rank, review by the Faculty Appointments Advisory Committee is required, at the Chair's

recommendation. The Faculty standards for appointment at Assistant Professor rank have been established by the Faculty Appointments Advisory Committee.

v Provision of University Perquisites

Entitlement to *University perquisites* is not related to an appointee's paymaster, but is a function of job description, extent of commitment to *academic work*, and whether the appointee has outside employment.

For Full-Time appointees who are categorized as *Full-Time Equivalent*s (see Section 1.II.10 for definition), *University perquisites* are pro-rated to the proportion of academic activity.

Although there is no specification of the number of days worked per week to qualify for *University perquisites*, the *University* specifies that participation in perquisites and benefits requires at least a 25% appointment for traditional campus-based positions.

It is also important that the percentage of time spent in *academic work* as a proportion of overall work time does not fall below 20%, as individuals working less than 20% in *academic work* fall into the adjunct clinical academic appointment category, and are therefore not eligible for *University perquisites*.

vi Transfer to a Full-Time Equivalent Continuing Annual Appointment or to a Part-Time Clinical Faculty Appointment

a) Transfer to a *Full-time Equivalent* Continuing Annual Appointment

A full-time appointee may transfer to a *Full-time equivalent* appointment under conditions stipulated in this *Procedures Manual*. The designation of *Full-time equivalent* refers to those holding a full-time continuing annual clinical academic appointment on a less than 1 FTE basis, such that at least 80% of their professional working time is devoted to *academic work*. This designation is intended for those individuals who wish to work fewer hours than would be expected of a full-time appointee (Section 1.II.10). Transfer to a *Full-time equivalent* appointment requires the approval of the *University* Department Chair and Hospital Chief. As well, the faculty member must meet the criteria for such an appointment, as defined in this *Procedures Manual* (Section 2.III Table 1). These criteria are repeated here:

1. Meet the main criteria for an academic full-time appointment, including a commitment to academic activities for at least 80% of his/her professional time.
2. Hold a Medical/Dental staff appointment on the Active Staff (or equivalent) of a fully-affiliated hospital or community-affiliated hospital, with *harmonized institutional research policies* (Section 2.III, Table 1).



3. Be a member of a *Conforming Practice Plan* or be salaried from a *fully-affiliated teaching hospital* or community-affiliated hospital; or, if not a member of a Plan, must participate fully in a group practice with distributed earnings to support the academic mission (Section 1.II.6.i). Such a Practice Plan must allow full participation in all aspects of the Practice Plan's policies, including access to the Plan's dispute resolution process (Section 1.II.6.vii).
4. Have no outside clinical or other employment without the permission of the Department Chair (Section 2.III Table 1).
5. Have an approved *academic job description* (Section 1.II.7 and 2.III.1.iii).

As per the *Policy*, the appointee shall also:

1. Respect applicable departmental, Faculty and *University* policies.
2. *Self-report on Professional Conduct* (as defined in the Manual)
3. Have access to the *Clinical Faculty Grievance Review Panel*
4. Have access to the (*Clinical Faculty*) *Academic Clinical Tribunal*

#### b) Transfer to a Part-time Clinical Faculty Appointment

A full-time appointee may transfer to a *part-time clinical academic appointment* under conditions stipulated in this *Procedures Manual* – the primary one of which relates to hospital appointment location. An appointee who terminates his/her hospital appointment at a fully-affiliated hospital and moves to a community-affiliated hospital may transfer from a full-time to a part-time clinical academic appointment, conditional on approval of the new site and the *University* Department Chair. An appointee who has, and wishes to continue, his/her hospital appointment at a *fully-affiliated teaching hospital* will only under very exceptional circumstances have the option of transferring from a full-time to part-time clinical academic appointment unless approved by the *University* Department Chair and Hospital Chief. The elements of a *part-time clinical academic appointment* are listed in this *Procedures Manual* (Section 2.III Table 2). These elements are repeated here:

1. Devote 20 to 80% of professional time to *academic work* in one or more of these sites – a *fully-affiliated teaching hospital*, a community-affiliated hospital, an affiliated community practice, or a community clinic.
2. Be allowed to have outside clinical or other employment.
3. Have an approved *academic job description*.

As per the *Policy*, the appointee shall also:

1. Respect applicable departmental, Faculty and *University* policies
2. *Self-report on Professional Conduct* (as defined in the *Procedures Manual*)
3. Have access to the *Clinical Faculty Grievance Review Panel*

4. Be granted access to the *Clinical Faculty Academic Clinical Tribunal* under certain conditions with the approval of the *Dean* (Sections 2.III Table 2 and 2.III.2.iv).

## 2. Part-Time Clinical Academic Appointment

### i General Criteria

Table 2 outlines the criteria for this appointment. The relevant site is a *University* fully-affiliated hospital, a *community teaching hospital*, or an affiliated community practice or a community clinic. In the latter three instances, the appointee's hospital department or program must be covered under the *University*-hospital or a *University*-clinic affiliation agreement. Appointees may work part-time at the site (or in a combination of these sites). Those holding a *Part-Time Clinical Academic Appointment* are not normally eligible for a full appointment in the *University's* School of Graduate Studies, although they may, if appropriate, be appointed with associate status subject to the approval of the graduate chair and the School of Graduate Studies.

### ii Term of Appointment

All appointments of Part-time *clinical faculty* are one-year term appointments that are renewed at the discretion of the Chair. For those physicians holding a Medical-Dental staff appointment on the Active Staff (or equivalent) of a *fully-affiliated teaching hospital* or *community teaching hospital*, the application for renewal will occur at the time this staff appointment is renewed.

### iii Appointment Rank and Promotion

Promotion in rank is governed by the *University's Policy and Procedures Governing Promotions* (April 20 1980; *Policy #3.01.05*) and the Faculty of Medicine's *Academic Promotions Manual* (the version for the academic year in which they seek promotion). Promotion of Part-Time Appointees is possible but not expected. The procedures for dealing with appeals concerning the denial of promotion are set out in Section 3.III.

### iv Provision of University Perquisites

Those holding a Part-Time Clinical Academic Appointment are not eligible for *University perquisites*.

## 3. Governance Issues for Full- and Part-Time Clinical Faculty

Those holding a Full-Time or Part-Time Clinical Academic Appointment must respect applicable Departmental, Faculty and *University* policies as amended from time to time, including Faculty of Medicine's *Principles and Responsibilities Regarding Conduct of*

*Research.* These appointees are also governed by the research policies and procedures of the *University*-affiliated hospital or the *University* where the research is undertaken unless stated otherwise in those policies. These appointees shall also be governed by the financial policies and procedures of the site responsible for administering applicable research funds.

Full-time and Part-time *clinical faculty* have access to the *Clinical Faculty Grievance Review Panel* (see Procedures 3.) for binding resolution of those disputes where it is alleged that a *University* official appointed under the *Policy on Appointment of Academic Administrators* (e.g., Chair or *Dean*) acting in his or her *University* capacity failed to follow applicable *University* policies or procedures. Full- and part-time *clinical faculty* shall also have access to the *Clinical Faculty Grievance Review Panel* to hear an appeal of the denial of promotion (*University* Policy and Procedures Governing Promotions).

All those holding a *Full-time Clinical Academic Appointment* shall have access to the (*Clinical Faculty*) *Academic Clinical Tribunal*. In some circumstances, an individual holding a *Part-Time Clinical Academic Appointment* shall have access to the (*Clinical Faculty*) *Academic Clinical Tribunal*; however, the specific terms and conditions of this access shall be documented in a letter to the appointee, his or her Department Chair and *relevant site* (see Section 2.III.2.iv).

#### 4. Adjunct Clinical Academic Appointment

- i Such appointees participate in academic programs in only a limited manner. The appointees' responsibilities to the *University* are secondary to their main responsibilities and their principal site of work is neither the *University* nor a *University* affiliated teaching hospital. Those holding an Adjunct Clinical Academic Appointment would not normally be eligible either for an appointment in the School of Graduate Studies or to have a research grant administered through the University of Toronto. The academic rank is typically at the Lecturer level, although other ranks are possible.
- ii The terms of appointment with the *University* state expectations, responsibilities, and duration and the continuation of the *University* appointment is at the discretion of the Department Chair.
- iii Those holding an Adjunct Clinical Academic Appointment are not eligible to be voting members of the Faculty Council or to serve on Committees of Faculty Council, Faculty of Medicine. They may vote on departmental matters according to departmental policies and procedures.

#### 5. Visiting Clinical Professor

A physician faculty member from another university or research institute who holds a continuing appointment in his/her home institution may be appointed to a clinical Department within the University of Toronto Faculty of Medicine as a Visiting Clinical Professor at a designated rank and at a designated time commitment as full-time, part-

time or adjunct (see Section 2.III.2). In this context, a physician faculty member is defined as an individual who:

- 1) is licensed to practice medicine in his/her home jurisdiction;
- 2) holds a continuing appointment in a university or research institute in the same jurisdiction where he or she holds the license to practice medicine; and
- 3) seeks a Visiting Clinical Professor appointment in a clinical Department in the University of Toronto Faculty of Medicine for a specified period of time.

The Visiting Clinical Professor will be expected to contribute to the research and/or teaching activities of the Department and is required to adhere to our applicable Departmental, Faculty and *University* policies during the duration of the visit. A Visiting Clinical Professor appointment must be approved by the *Dean* (or delegate), after approval by the relevant Department Chair and Departmental Appointments Committee.

The term of appointment and the specific duties of the Visiting Clinical Professor shall be clearly outlined in a letter of appointment. The appointment normally will be for no more than one year.

A Visiting Clinical Professor who intends to participate in clinical care must be approved by the Medical Advisory Committee or equivalent of the relevant hospital or clinical site (and any other approval mechanisms used by the hospital or clinical site) and must obtain from the College of Physicians and Surgeons of Ontario a certificate of registration authorizing academic practice by an Academic Visitor. Those participating in clinical care must abide by hospital or clinical site by-laws and policies and any other hospital directives pertinent to physicians practicing in that institution.

## **VII Leaves of Absence**

Leaves of absence for those holding *Full-Time Clinical Academic Appointments* supported by a *Conforming Practice Plan* and/or the *relevant site* must be approved by the Department Chair because of the potential impact on teaching programs. The Chair should be notified of the site approval by the appointee as far in advance as practicable so that appropriate arrangements can be made if necessary and to ensure the continuity of the *University* teaching programs.

## **VIII Professors Emeriti and Retirement**

The University of Toronto has allowed for the honorary title of Professor Emeritus for those who retire from the *University* at the academic rank of Professor. This title may be held by faculty who were either full-time or part-time pre-retirement. The *University* Policy on Appointment of Professor Emeritus shall apply. *Clinical faculty* who do not reach the rank of Professor by retirement are not eligible for the Professor Emeritus title.

For the purpose of this *clinical faculty Policy*, Professors Emeriti do not need to hold a Medical-Dental staff position at a Hospital, but they may do so, with teaching duties as assigned, if the hospital chief and Department Chair concur.

## **IX Post-65 Appointment Continuation**

From the *University* perspective, there is no change in the terms and conditions of appointment based on attaining the age of 65 after July 1, 2005, and a continuing appointment is unrelated to the maintenance of a *University* salary. For example, for a full-time *clinical faculty* member who wishes to continue an academic career after the age of 65, continuation is dependent on the maintenance of an appropriate *clinical faculty* appointment at a *relevant site*, just as it is prior to attaining this age.

For clarity, those who were full-time *clinical faculty* prior to attaining 65, still have three options available for maintaining a clinical academic appointment. Below these are repeated for the purposes of convenience.

### Option 1: Maintain a Full-Time Continuing Annual Appointment

A full-time appointee who participates in a *Conforming Practice Plan* may maintain his/her full-time continuing annual appointment after age 65 under conditions stipulated in this *Procedures Manual*. He/she must continue to fulfill the criteria and obligations of a full-time clinical academic appointee as defined in this *Procedures Manual* (Section 2.III Table 1) in order to maintain this appointment. These criteria and obligations are repeated here:

1. Meet the main criteria for an academic full-time appointment, including a commitment to academic activities for at least 80% of his/her professional time. Consideration may be given to including clinical service without concomitant teaching as part of the definition of *academic work*, provided that the attribution of such clinical work is agreed to by the *relevant site* Chief and Chair as being essential to the academic mission of the Department and Faculty (Section 2.III.1.iv).
2. Hold a Medical/Dental staff appointment on the Active Staff (or equivalent) of a fully-affiliated hospital or community-affiliated hospital, with *harmonized institutional research policies* (Section 2.III Table 1)
3. Be a member of a *Conforming Practice Plan* or be salaried from a *fully-affiliated teaching hospital* or community-affiliated hospital; or, if not a member of a Plan, must participate fully in a group practice with distributed earnings to support the academic mission (Section 1.II.6.i). In such a situation, the Practice Plan must allow continued participation of the faculty member in the Plan, including access to the Plan's dispute resolution mechanism.
4. Have no outside clinical or other employment without the permission of the Department Chair (Section 2.III Table 1).

5. Have an approved *academic job description* (Sections 1.II.7 and 2.III.1.iii).

As per the *Policy*, the appointee shall also:

1. Respect applicable departmental, Faculty and *University* policies.
2. *Self-report on Professional Conduct* (as defined in the Manual)
3. Have access to the *Clinical Faculty Grievance Review Panel*
4. Have access to the *(Clinical Faculty) Academic Clinical Tribunal*

#### Option 2: Transfer to a Full-time Equivalent Continuing Annual Appointment

A full-time appointee may transfer to a *Full-time equivalent* appointment at age 65 under conditions stipulated in this *Procedures Manual*. The designation of *Full-time equivalent* refers to those holding a full-time continuing annual clinical academic appointment on a less than 1 FTE basis, such that at least 80% of their professional working time is devoted to *academic work*. This designation is intended for those individuals who wish to work fewer hours than would be expected of a full-time appointee (Section 1.II.10). Transfer to a *Full-time equivalent* appointment after age 65 requires the approval of the *University* Department Chair and Hospital Chief. As well, the faculty member must meet the criteria for such an appointment, as defined in this *Procedures Manual* (Section 2.III Table 1). These criteria are repeated here:

1. Meet the main criteria for an academic full-time appointment, including a commitment to academic activities for at least 80% of his/her professional time.
2. Hold a Medical/Dental staff appointment on the Active Staff (or equivalent) of a fully-affiliated hospital or community-affiliated hospital, with *harmonized institutional research policies* (Section 2.III Table 1).
3. Be a member of a *Conforming Practice Plan* or be salaried from a *fully-affiliated teaching hospital* or community-affiliated hospital; or, if not a member of a Plan, must participate fully in a group practice with distributed earnings to support the academic mission (Section 1.II 6.i). Such a Practice Plan must allow full participation in all aspects of the Practice Plan's policies, including access to the Plan's dispute resolution process (Section 1.II.6.vii).
4. Have no outside clinical or other employment without the permission of the Department Chair (Section 2.III Table 1).
5. Have an approved *academic job description* (Section 1.II.7 and 2.III.1.iii).

As per the *Policy*, the appointee shall also:

1. Respect applicable departmental, Faculty and *University* policies.
2. *Self-report on Professional Conduct* (as defined in the Manual)
3. Have access to the *Clinical Faculty Grievance Review Panel*
4. Have access to the *(Clinical Faculty) Academic Clinical Tribunal*

#### Option 3: Transfer to a Part-time Clinical Faculty Appointment

A full-time appointee may transfer to a *part-time clinical academic appointment* at age 65 under conditions stipulated in this *Procedures Manual* – the primary one of which relates to hospital appointment location. An appointee who terminates his /her hospital appointment at a fully-affiliated hospital and moves to a community-affiliated hospital at age 65 may transfer from a full-time to a part-time clinical academic appointment, conditional on approval of the new site and the *University* Department Chair. An appointee who has, and wishes to continue, his/her hospital appointment at a *fully-affiliated teaching hospital* will only under very exceptional circumstances have the option of transferring from a full-time to part-time clinical academic appointment at age 65 unless approved by the *University* Department Chair and Hospital Chief. The elements of a *part-time clinical academic appointment* are listed in this *Procedures Manual* (Section 2.III Table 2). These elements are repeated here:

1. Devote 20 to 80% of professional time to *academic work* in one or more of these sites – a *fully-affiliated teaching hospital*, a community-affiliated hospital, an affiliated community practice, or a community clinic.
2. Be allowed to have outside clinical or other employment.
3. Have an approved *academic job description*.

As per the *Policy*, the appointee shall also:

1. Respect applicable departmental, Faculty and *University* policies
2. *Self-report on Professional Conduct* (as defined in the *Procedures Manual*)
3. Have access to the *Clinical Faculty Grievance Review Panel*
4. Be granted access to the *Clinical Faculty Academic Clinical Tribunal* under certain conditions with the approval of the *Dean* (Sections 2.III Table 2 and 2.III.2.iv).

## **X Termination and Denial of a University Appointment**

1. Because an intimate connection between clinical role and academic appointment is fundamental to the definition of a *clinical faculty* appointment, those holding a *Full-Time Clinical Academic Appointment or Part-Time Clinical Academic Appointment* must remain on Medical-Dental staff holding an appointment on the Active Staff (or equivalent) of the *relevant site*, or maintain arrangements that are explicitly agreed and approved as equivalent in a community clinical setting. The Public Hospitals Act sets out steps and appeal procedures for termination of an appointment to the Medical-Dental Staff of any public hospital in Ontario. If, pursuant to the Act, the appointment at the *relevant site* is withdrawn or declined or terminated, the *University* cannot maintain an academic appointment. Conversely, if the *University* terminates the academic appointment, a fully affiliated hospital is obligated to terminate the staff appointment of the *clinical faculty* member.
2. The *University* has discretion to elect not to renew probationary appointments or part-time *clinical faculty* appointments at the relevant year-end. Except where a staff appointment at a *relevant site* is terminated by that site, *Full-time clinical academic*

*appointments* may only be terminated before the end of the probationary period or during the appointment for cause. Similarly, except where a *Part-time clinical academic appointment's University* clinical appointment is terminated because of appointment termination at a *relevant site*, these appointees can only be terminated before the relevant year-end for cause.

3. If the termination of the appointment at the *relevant site* involves an allegation of breach of *academic freedom*, and if the *clinical faculty* member has access to the (*Clinical Faculty*) *Academic Clinical Tribunal*, then his/her academic appointment shall not be revoked until the Tribunal has completed its adjudication of the matter.
4. For purpose of these Procedures, and depending on the circumstances, cause may include, but is not limited to: research misconduct; violation of sexual harassment and non-discrimination policies; a criminal conviction that undercuts the appointee's ability to fulfill an academic role; failure to reveal a relevant criminal conviction; failure to reveal a finding of incompetence, negligence or professional misconduct or other failure to *self-report*; inability to carry out reasonable duties; failure to maintain reasonable competence in his or her discipline, including, without limitation, competence in teaching and research as adjudicated by peers; professional misconduct; refusal to participate in a conforming practice plan by faculty who are appointed in the full-time stream; and, for practice plan administrators, bad faith in responding to adverse findings by the (*Clinical Faculty*) *Academic Clinical Tribunal* (see Section 3.V.14). Termination of a *University* appointment may be grieved as per the procedures in Section 3.III.



### 3. PROCEDURES FOR DEALING WITH ACADEMIC DISPUTES

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I	Purpose of the Procedures
II	Applicability and Governance
III	Dealing with Disputes Primarily Concerning the University
IV	Dealing with Disputes between Eligible Clinical Faculty and their Conforming Practice Plan or Relevant Site
V	University Dispute Resolution Mechanism for Complaints Concerning Academic Freedom
VI	Indemnification
VII	Clinical Faculty Advocate

#### I Purpose of the Procedures

These Procedures explain how the *University* will fulfil its responsibility to deal with academic disputes involving *clinical faculty* holding Full-or Part-time Clinical Academic Appointments. Specifically, they will: (1) outline procedures to be followed to deal with academic disputes involving Full or Part time Clinical Academic Appointees; and (2) establish appropriate mechanisms for dealing with these complaints and for hearing grievances.

#### II Applicability and Governance

1. These Procedures clarify the relationships among the *University*, the *fully affiliated teaching hospitals* (and other *relevant sites*), *Conforming Practice Plans* and those holding *Full-Time and Part-Time Clinical Academic Appointments*.
2. These Procedures do not apply to those with an *Adjunct Clinical Academic Appointment*.
3. The *University* does not have jurisdiction over the resolution of disputes arising from clinical issues, hospital administrative appointments and allocations, or distribution of practice plan resources, where those disputes do not involve allegations of a breach of *academic freedom*. Consequently, resolution of these disputes stands outside these Procedures. However, *University* officers are expected to play a role in facilitating fair and constructive resolution of any and all disputes where such disputes involve academic matters.

#### III Dealing with Disputes Primarily Concerning the University

1. A grievance involves an allegation of a breach of policy or procedure made against an official of the *University* who has been appointed under the *Policy on Appointment of Academic Administrators* when that official was acting in his or her *University* capacity. More specifically, a grievance is any complaint by a full-time or part-time *clinical faculty* member arising from the interpretation or application or alleged violation of an established or recognised policy or procedure of the *University* referred to or stipulated in

the *University's* policies, including allegations of breach of *academic freedom* other than those complaints for which there are existing procedures to be followed. Any dispute as to whether allegations should proceed to be determined under this Section 3.III or under Section 3.V, will be determined by the *Clinical Faculty Grievance Review Panel*.

For clarity, fair and consistent processes are expected regarding decisions about changes in *University* salary support, and a *clinical faculty* member may grieve alterations in his/her level of *University* salary support that are perceived not to meet this standard of decision-making. The *Policy on Appointment of Academic Administrators* applies to Chairs and Deans; complaints or allegations involving leaders of *University* clinical departmental divisions shall proceed to the relevant Chair in the first instance.

2. Appeals concerning the denial of promotion will use the procedures outlined below (Section 3.III.10). In keeping with the *University Policy and Procedures Governing Promotions*, if the dispute concerns an appeal against the denial of promotion, then at Step 2 and Step 3, the *Dean* and the Provost respectively shall have thirty (30) working days to notify the grievor in writing of the decision; if a grievance which involves promotion contains issues other than promotion, these other issues will also be subject to the time limit of thirty (30) working days at both the decanal and provostial levels. To categorize the step at which an appeal enters the grievance process, the following schema shall apply: (1) Step 1 against the denial at the department level; (2) Step 2 against the denial at the faculty/decanal level; (3) Step 3 against the denial at the provostial level; and (4) Step 4 against the denial at the presidential level.
3. So long as the *Policy and Procedures: Sexual Harassment* adopted by the Governing Council on April 13, 1993, remains in force (including any amendments made to it agreed upon by both the Governing Council and the University of Toronto Faculty Association), a complaint by a *clinical faculty* member that he or she has been sexually harassed shall not constitute a grievance under these *Procedures*, notwithstanding Section 3.III.1; nor shall a complaint regarding procedures used or decisions taken under the authority of that *Policy* constitute a grievance. Complaints of sexual harassment may be made under the provision of the *Policy and Procedures: Sexual Harassment*. Complaints regarding procedures used or decisions taken under the authority of that *Policy*, may, where applicable, be grounds for an appeal under the provisions of that *Policy*.

The policies of the *relevant site* concerning Sexual Harassment continue to apply to *clinical faculty* who work in those institutions. However, where a *clinical faculty* member is acting in his or his *University* capacity, the *Policy and Procedures: Sexual Harassment* will normally apply. More generally however, to determine jurisdiction as to whether the *University's Policy and Procedures: Sexual Harassment* or the *relevant site's* policy on Sexual Harassment shall be followed when dealing with a complaint of sexual harassment against a *clinical faculty* member, the provisions of the *Procedural Memorandum on Sexual Harassment Complaints Involving Faculty and Students of the University of Toronto arising in University-affiliated Health Institutions* (including any amendments made to it) shall be used to determine this jurisdictional decision.

4. An earnest effort shall be made to settle grievances fairly and promptly.
5. The parties to a grievance (*University* and grievors) will be bound by and give full and immediate effect to decisions arrived at under the procedures set forth in this Section III.
6. It is expected *that relevant sites* and conforming practice plans will co-operate in these grievance procedures as required.
7. A *clinical faculty* member may be accompanied by a grievance representative of his or her choice at any step in the grievance procedure, if he or she so desires.
8. Time limits must be followed unless extended as outlined here. If the grievor fails to meet a time limit, the grievance will be considered abandoned and will not be processed further. If the administrative official of the *University* fails to respond within the time limits specified under any step in the procedures below, the grievor may automatically move to the next step. Notwithstanding the foregoing, time limits in the procedure may be extended by mutual consent of the grievor and the designated administrative official or by the *Clinical Faculty Grievance Review Panel* which may decide to entertain a grievance where the time limits specified below have not been complied with, if the *Clinical Faculty Grievance Review Panel* is satisfied that neither the grievor's nor the *University's* position has been substantially prejudiced by the delay and there are reasonable grounds to do so.
9. Wherever an official is specified in this procedure, a designate may be appointed to act.
10. The grievance procedures for the purposes of these Procedures are as follows:
  - i Step 1. If a *clinical faculty* member has a grievance, he or she shall discuss it orally and informally at the first administrative level having the authority to dispose of it. This shall usually be the Department Chair or equivalent. Such grievances must be presented within twenty (20) working days after the grounds for the grievance were known or ought reasonably to have been known by the *clinical faculty* member. The Department Chair or equivalent shall notify the grievor of the decision within ten (10) working days.
  - ii Step 2. If the grievance is not resolved under Step No. 1, then, within ten (10) working days, the *clinical faculty* member may present a written grievance to the *Dean*. At this stage of the procedure, pertinent documentation available at the time that might serve to substantiate or resolve the grievance should be exchanged. (The grievor shall not have access to confidential letters of reference and evaluations obtained for appointment or promotion decisions.) The *Dean* shall notify the grievor in writing of the decision within fifteen (15) working days (or, in the case of denial of promotion, thirty (30) working days).
  - iii Step 3. If the grievance is not resolved under Step No. 2, the grievor, within fourteen (14) working days after the written decision has been given under Step No. 2, may present the grievance to the Vice-President and Provost. The Vice-

President and Provost shall notify the grievor in writing of the decision within twenty-one (21) working days (or, in the case of denial of promotion, thirty (30) working days).

- iv Step No. 4. Failing a satisfactory resolution of the grievance under Step No. 3, the grievor may refer the matter to the *Clinical Faculty Grievance Review Panel*, with notice to the Vice-Provost (Relations with Health Care Institutions) and the President of the *University* within a period of fifteen (15) working days after the written decision has been given under Step No. 3. This notice of intention to proceed to the *Clinical Faculty Grievance Review Panel* shall contain the details of the grievance, a statement of the issue in dispute, and a statement of the type of remedy sought by the grievor.
11. In cases using the grievance procedures outlined in Sections III.10.i to III.10.iv, the grievor starts at the level at which the decision was made (even if this is a later stage) and proceeds up from that level with the earlier steps being automatically bypassed.

#### **IV Dealing with Disputes between Eligible Clinical Faculty and their Conforming Practice Plan or Relevant Site**

1. Disputes involving *eligible clinical faculty* relating to their *Conforming Practice Plans* or *relevant site* which do not involve allegations of breach of *academic freedom* should be resolved within the internal dispute mechanisms established for that purpose by those plans or *relevant sites*. Where such disputes concern *academic work*, it is expected that the *University* Department Chair or his/her delegate will play a role in mediating or responding to the dispute and ensuring that academic issues are appropriately addressed.
2. Where a dispute involving *eligible clinical faculty* relating to their *Conforming Practice Plans* or *relevant site* involves allegations of breach of *academic freedom*, then Section V (below) shall apply.

#### **V University Dispute Resolution Mechanism for Complaints Concerning Academic Freedom**

1. Where an *eligible clinical faculty* member has a dispute relating to their *Conforming Practice Plan* or *relevant site* which involves a particular complaint arising from an alleged breach of *academic freedom*, the following principles, processes and timelines apply.
2. An earnest effort shall be made to settle complaints fairly and promptly. As well, a *clinical faculty* member may be accompanied by a representative of his or her choice at any step in the complaint procedure, if he or she so desires.
3. Time limits must be followed unless extended as outlined here. If the complainant fails to meet a time limit, the complaint will be considered abandoned and will not be processed

further. If the complainant brings evidence to the relevant *University* official that the administrative official of the *Conforming Practice Plan* or *relevant site* has failed to respond within the time limits specified under any step in the procedures below, the complainant may automatically move to the next step involving that official.

Notwithstanding the foregoing, the time limits may be extended by mutual consent of the complainant and the administrative official designated at the appropriate steps which follow, or, in exceptional circumstances, by the (*Clinical Faculty*) *Academic Clinical Tribunal* which may decide to entertain a complaint provided that the *Tribunal* is satisfied that neither the complainant's nor the *Conforming Practice Plan's* or *relevant site's* position has been substantially prejudiced by the delay and there are reasonable grounds to do so.

4. Wherever an official is specified in this procedure, a designate may be appointed to act.
5. Where the complainant is the Department Chair, if he or she is unable to resolve the matter informally, the complaint may go directly to an inquiry by the *Dean* as set out below.
6. Informal Resolution at the first Administrative Levels (Stage 1): Stage 1 involves an attempt to resolve the allegation informally at the first administrative level having the authority to dispose of it. Clinical chiefs or practice plan heads may be asked to assist. If the *eligible clinical faculty* member has an appointment in the hospital's Research Institute, it would be appropriate to involve the first administrative level in that facility in helping to resolve the allegation. There must be clear timelines for presentation of allegations and responses by the relevant decision-makers, but it shall not be more than twenty (20) working days.
7. Intervention by Chair or Delegate (Stage 2): If a matter is not resolved through the informal means above, the *eligible clinical faculty* member shall give notice requesting the Department Chair to intervene. This notice shall be given to the Chair within twenty (20) working days of receiving the decision of the hospital department chief or equivalent. The Chair or delegate has a duty to interview the *eligible clinical faculty* member, and to facilitate a resolution of the matter by working with all involved.
8. Chair is Site Chief or Otherwise Conflicted: Where the Department Chair is the *relevant site* Chief, or is otherwise perceived to be conflicted by the *eligible clinical faculty* member, the faculty member shall ask the *Dean* to involve another *academic administrator* who is able to play a neutral role in facilitating resolution of the dispute. After receiving the request, the *Dean* will decide whether or not there is sufficient basis to warrant a replacement. It is also incumbent on the involved Chair to recognize such real or perceived conflicts of role or interest, and to notify the *Dean* of his/her recusal as appropriate.
9. The Department Chair may achieve resolution without referral through the internal mechanisms of the *Conforming Practice Plan* or *relevant site*, or it may be necessary to trigger the plan's or site's own dispute resolution mechanisms at this stage. If the institution's or the plan's dispute resolution processes are being employed, the Chair

must ensure that he/she does not create an alternate mechanism for resolving the same dispute.

10. The exact nature of the internal mechanisms of the *Conforming Practice Plan or relevant site* cannot be prescribed by the *University*. For example, under some hospital dispute resolution procedures, allegations are first considered at a senior level, with subsequent appeal to the Chief Executive Officer and thence to the hospital board. However, the principle is that the plan or site must either make allowance for guidance from the *(Clinical Faculty) Academic Clinical Tribunal (Stage 4)* before final disposition of any appeal, or be committed to a further review of a matter taking fully into account the Tribunal's findings (see Sections 13 and 14 below). In all cases, the Department Chair shall seek resolution within no more than twenty (20) working days of receiving the complaint.
11. Where the *eligible clinical faculty* member has completed stages 1 and 2 (see Sections 6 and 7 above) with the support of the Department Chair or an alternate, and if the alleged breach of *academic freedom* has not been resolved to the satisfaction of the *eligible clinical faculty* member, he or she may make a written complaint to the Dean of the Faculty of Medicine. This complaint would normally be made after the complainant has availed himself or herself of the intervention of the Department Chair, been apprised of the verdict from the second-to-last step in the internal dispute resolution mechanisms of the *Conforming Practice Plan or relevant site*, but remains unsatisfied. However, where the *eligible clinical faculty* member perceives that he or she is subject to reprisals by virtue of invoking the dispute resolution mechanism of the clinical setting, or where he or she has evidence to suggest that the mechanism is biased, or where there have been unreasonable delays in responding to her/his concerns, a written complaint to the *Dean* may be made at any time.
12. Inquiry by Dean (Stage 3).
  - i Where a complaint has been made in writing to the *Dean*, the first step in the process is an inquiry by the *Dean*.
  - ii
    - (a) The *Dean's* role is not to adjudicate but simply to make a preliminary assessment as to whether there is some basis for the complaint. As part of this review, the *Dean* will examine the progress of the matter through the internal dispute resolution mechanism followed by the *Conforming Practice Plan or relevant site*.
    - (b) The *Dean* collects factual information and expeditiously reviews it and consults with people having relevant information regarding the complaint.
    - (c) The *Dean* will attempt to resolve the complaint. If the allegations can be resolved to the satisfaction of all parties, the *Dean* will formally document this in a letter co-signed by all parties, to be kept in a confidential manner in the office of the Department Chair.
    - (d) If the *Dean* cannot resolve the complaint and there is some basis for the complaint, she or he shall refer the matter to the *(Clinical Faculty) Academic Clinical Tribunal*, with notice to the Provost and to the

*Conforming Practice Plan* or relevant site involved, outlining the nature of the allegation and all action taken to date.

- iii In the initial inquiry, the *Dean* should be vigilant not to permit personal conflicts between colleagues to obscure the facts and divert attention from the substance of the allegation.
- iv If a conflict of interest becomes apparent involving the *Dean*, then the case shall be referred to the Provost. The *Dean* is expected to be vigilant about her/his own potential or actual conflicts of interest, and recuse himself/herself as appropriate.
- v The inquiry will ordinarily be completed within twenty (20) working days of its initiation.

13. (Clinical Faculty) Academic Clinical Tribunal (Stage 4)

- i If the complainant is not satisfied with an inquiry report that has concluded that the complaint does not require further investigation (i.e. there is not a basis for the complaint), the complainant may take the matter to the (*Clinical Faculty*) *Academic Clinical Tribunal*, with notice to the Provost and to the *Conforming Practice Plan* or *relevant site* involved, within not more than twenty (20) working days after delivery of the report. This notice of intention to proceed to the *Tribunal* shall contain the details of the complaint and a statement of the issue in dispute.
- ii The *Tribunal* shall constitute a *Clinical Faculty Complaint Review Committee* to consider the case.
- iii The decision will consist of a determination of facts with respect to the complaint, a finding as to whether there has been a breach of *academic freedom*, and a delineation of the implications of the breach for the complainant. The decision of the *Clinical Faculty Complaint Review Committee* shall be final and binding on the complainant and the *Conforming Practice Plan* and/or the *relevant site*. The *Tribunal* has no powers to award remedies, or to change any of the provisions of a duly enacted policy or established practice of the *University*, *relevant site*, or *Conforming Practice Plan*, or to substitute any new provision therefore, or to alter these Procedures. The decision of the *Clinical Faculty Complaint Review Committee* shall be unanimous or one reached by the majority of the *Committee*; provided, however, that if there is no majority decision, then the decision of the *Committee Chair* shall constitute the final and binding decision of the *Committee*.
- iv In all cases, the decision of the *Committee* shall be communicated to the parties without disclosing whether the decision was unanimous, by majority, or by the *Committee Chair's* decision, and shall show on its face only that it was a decision

of the *Committee*. No minority or dissenting decisions shall be issued and the deliberations of the *Committee* shall be confidential.

14. Return to Conforming Practice Plan (or Relevant Site) Dispute Resolution Process (Stage 5)

- i Where the *Clinical Faculty Complaint Review Committee* makes a finding of fact that there has been a breach of *academic freedom*, this should in the first instance be referred back immediately to the last decision-making level within the *Conforming Practice Plan* or *relevant site* that considered the matter. This individual, group or committee must dispose of the matter within fifteen (15) working days. If the matter moves on through the *Conforming Practice Plan/relevant site* dispute resolution process, it must be considered within their written specified time periods.
- ii If the matter is not considered by the *Conforming Practice Plan/relevant site* dispute resolution process within the relevant time periods, the complainant can request the *Clinical Faculty Complaint Review Committee* to make its finding public. The *Committee* shall notify the relevant officials of the *Plan* or *site*, and the *Plan* or *site* will have ten (10) working days to achieve a satisfactory settlement with the complainant, failing which the *Committee* shall proceed to make its findings public.
- iii In the event that the *Conforming Practice Plan* or *relevant site* fails to take any remedial action in the face of a finding of a breach of *academic freedom*, the Vice-Provost - Relations with Health Care Institutions has a duty to intercede with the governance of the practice plan or Chief Executive of the hospital (or equivalent in the relevant site) and if this does not result in any remedial action, the *University* President, has a duty to intercede with the hospital Board (or equivalent in the relevant site), seeking a prompt resolution of the matter.

## **VI Indemnification**

Individuals serving as members of the *Clinical Faculty Grievance Review Panel*, (*Clinical Faculty*) *Academic Clinical Tribunal*, *Clinical Faculty Complaint Review Committee*, *Clinical Faculty Grievance Review Committee* and the *Clinical Relations Committee*, or individuals conducting an inquiry or staff assigned to assist any of these individuals or the *Panel*, *Tribunal* or *Committees* in the conduct of matters under these Procedures shall be indemnified by the *University* according to its policies against claims arising from such service and from the opinions, conclusions, and recommendations reached by them, provided that their duties were carried out in good faith and that the acts were within the scope of their assigned duties.

## **VII Clinical Faculty Advocate**



1. As stated above, *clinical faculty* may be accompanied by an advisor of their choice at any stage in the dispute resolution processes. To ensure that *clinical faculty* have rapid and cost-effective access to an advocate who can help them when they have concerns that might lead to academic grievances or allegations of a breach of *academic freedom*, the Medical Staff Association Presidents will collectively retain an individual to serve as Clinical Faculty Advocate.
2. The Clinical Faculty Advocate will be a colleague who is respected by all four clinical estates for her/his deep understanding of clinical and academic issues, has been trained in dispute resolution techniques, is recognized for her/his diplomacy and advocacy skills, and is committed both to due process and to the fair and efficient resolution of disputes that affect clinical colleagues. The Clinical Faculty Advocate must not currently hold an office that could be construed to place him/her in a conflict of interest in any dispute. The Clinical Faculty Advocate will work with the complainant or grievor to obtain expert advice as needed, including legal advice through the Canadian Medical Protective Association, from the Ontario Medical Association, or from independent counsel.
3. The funding for a stipend for the Clinical Faculty Advocate and related office costs will be shared by the *University*, administrations of the fully-affiliated hospitals, and the Medical Staff Associations. The MSA presidents will consult the other estates in setting out terms for the contract to retain the Clinical Faculty Advocate, and will seek input from the other estates at time of renewal of the contract. It is understood that changes in the scope of the Advocate's role and the amount of support required for his/her functions may occur from time to time. The estates of the *Clinical Relations Committee* will work in good faith and in mutual interest to ensure that the Advocate role is funded appropriately. However, the Clinical Faculty Advocate will continue to be paid direct by a designated MSA, report to the MSA presidents, and ultimately be renewed by them on a consensus basis.

#### 4. PROCEDURES ON THE TERMS OF REFERENCE FOR PANELS, COMMITTEES AND THE TRIBUNAL

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#### I Clinical Faculty Grievance Review Panel and the Clinical Faculty Grievance Review Committee

1. The *Clinical Relations Committee* is responsible for recommending to the President of the *University* the nominees for the *Clinical Faculty Grievance Review Panel*. Nominees are approved by the *Clinical Relations Committee* in accordance with the approval process set out in the *Policy*. The *Clinical Faculty Grievance Review Panel* considers cases where there is a dispute involving a decision made solely by a *University* official appointed under the *Policy on Appointment of Academic Administrators* acting in his or her *University* capacity. It shall establish its own rules of procedure as appropriate.
2. The Panel:
  - i includes eight (8) members of whom six shall be *clinical faculty* members drawn from various teaching hospitals and a mix of *University* Clinical Departments, and the remainder shall be tenured faculty from the Faculty of Medicine. No members shall be current *University Administrators or Hospital Administrators or Practice Plan Administrators*. The terms shall be for two years with half of the membership completing their terms each year. Only those Panel members who have not heard any grievance(s) during their term are eligible for re-appointment to a second term.
  - ii selects three members of the Panel to serve on a Clinical Faculty Grievance Review Committee to hear a particular case. Two of these members shall be drawn from *relevant sites* and *University* Departments other than that of the grievor and the third is from tenured non-clinical faculty. The Committee will select one of its members to be Chair.
  - iii may decide that it is in the best interests of the grievor and the *University* to appoint an individual from outside the *University* to serve as Chair of a Clinical Faculty Grievance Review Committee to consider a particular grievance. In these circumstances, this external chair shall constitute one of the three appointees from the Panel to consider the particular case before the Clinical Faculty Grievance Review Committee.

iv submits an annual report to the *Clinical Relations Committee*.

3. The Clinical Faculty Grievance Review Committee:

- i is constituted by the *Clinical Faculty Grievance Review Panel* to hear a grievance as defined above.
- ii shall include three members of whom two are *clinical faculty* members<sup>5</sup> and one member is from tenured non-clinical faculty in the Faculty of Medicine.
- iii shall have access to all relevant written material related to the grievance and shall interview the parties to the dispute or anyone who may assist in resolving the matter.
- iv shall attempt to minimise friction and preserve collegial relationships and shall resort to adversarial hearings only where no other route is satisfactory. In this regard, the Committee shall have the right to recommend mediation to the parties before agreeing to consider the particular grievance.

4. The decision of the Clinical Faculty Grievance Review Committee:

- i is final and binding on the grievor and the *University*. At no stage of these procedures, however, will an administrative official of the *University* or of the *Clinical Faculty Grievance Review Panel* or Clinical Faculty Grievance Review Committee have the jurisdiction to change any of the provisions of a duly enacted policy or established procedure of the *University* or to substitute any new provision therefore, or to alter these Procedures.
- ii shall be unanimous or one reached by the majority of the Committee; provided, however, that if there is no majority decision, then the decision of the Committee Chair shall constitute the final and binding decision of the Committee.
- iii shall be communicated to the parties without disclosing whether the decision was unanimous, by majority, or by the Chair's decision, and shall show on its face only that it was a decision of the Committee. No minority or dissenting reports shall be issued and the deliberations of the Committee shall be held in confidence.

## **II (Clinical Faculty) Academic Clinical Tribunal and the Clinical Faculty Complaint Review Committee**

1. The *Clinical Relations Committee* is responsible for recommending to the President of the *University* the nominees for the (*Clinical Faculty*) *Academic Clinical Tribunal*.

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<sup>5</sup> It is at the discretion of the Panel Chair and in consultation with the panellist, as to whether the panellist shall hear more than one case in an academic year. Some effort will be made to share the workload of the Clinical Faculty Grievance Review Committee amongst the members of the *Clinical Faculty Grievance Review Panel*.

Nominees are approved by the *Clinical Relations Committee* in accordance with the approval process set out in the *Policy*. No member shall be an *Academic Administrator* or *Hospital Administrator* or *Practice Plan Administrator*. One *clinical faculty* member will be appointed from each of the *fully-affiliated teaching hospitals*. Three additional members will be appointed who are not clinical faculty members and who hold tenure at the level of full Professor in the Faculty of Medicine.

2. The (Clinical Faculty) Academic Clinical Tribunal:

- i The *Tribunal* shall establish its own rules of procedure as appropriate. The duty of the *Tribunal* is to constitute a Clinical Faculty Complaint Review Committee that will consider a particular complaint by an *eligible clinical faculty* member arising from an alleged breach of *academic freedom* in the *relevant site*, where the matter has not been resolved to the satisfaction of the complainant by the *Conforming Practice Plan* or the *relevant site*. A complaint will not be heard if the complainant has failed to avail herself or himself of the internal dispute resolution mechanisms of the *Conforming Practice Plan* or of the *relevant site* up to the second to last step.
- ii The terms shall be for two years with half of the membership completing their terms each year. Only those *Tribunal* members who have not heard any complaint(s) during their term are eligible for re-appointment to a second term.
- iii Members appointed to the *Tribunal* shall be given appropriate training.
- iv The *Tribunal* selects three of its members to constitute a Clinical Faculty Complaint Review Committee to consider a particular complaint.
- v Where the *Tribunal* concludes that it is in the best interests of the complainant and the other parties to do so, it may appoint an individual from outside the academic health sciences complex to serve as Chair of a Clinical Faculty Complaint Review Committee for a particular complaint.
- vi The *Tribunal* submits an annual report to the *Clinical Relations Committee*.

3. The Clinical Faculty Complaint Review Committee:

- i The Committee shall be constituted to consider a particular complaint by a *clinical faculty* member arising from an alleged breach of *academic freedom* in the practice plan or *relevant site*, where the matter has not been resolved within the second-to-last dispute resolution step of the *Conforming Practice Plan* or *relevant site*.

- ii The Committee shall have three members<sup>6</sup>: Two clinical members and one member from tenured non-clinical faculty.
- iii The Committee shall have access to all relevant written material related to the complaint and shall interview the parties to the dispute or anyone who may assist in resolving the matter.
- iv The Committee shall attempt to minimise friction and preserve collegial relationships and shall resort to adversarial hearings only where no other route is satisfactory.
- v The decision of the Clinical Faculty Complaint Review Committee shall consist of a determination of facts with respect to the complaint and a finding as to whether there has been a breach of *academic freedom*.
- vi The decision of the Clinical Faculty Complaint Review Committee shall be binding on the complainant and the *Conforming Practice Plan* and the *relevant site*. At no stage of these procedures, however, will an administrative official of the *University* or of the (*Clinical Faculty*) *Academic Clinical Tribunal* or the Clinical Faculty Complaint Review Committee have the jurisdiction to change any of the provisions of a duly enacted policy or established practice of the *University*, *relevant site*, or *Conforming Practice Plan* or to substitute any new provision therefore, or to alter the Procedures set out in these Procedures.
- vii The decision of the Committee shall be unanimous or one reached by the majority of the Committee; provided, however, that if there is no majority decision, then the decision of the Chair shall constitute the final and binding decision of the Committee.
- viii In all cases, the decision of the Committee shall be communicated to the parties without disclosing whether the decision was unanimous, by majority, or by the Chair's decision, and shall show on its face only that it was a decision of the Committee. No minority or dissenting reports shall be issued and the deliberations of the Committee shall be held in confidence.

### III Clinical Relations Committee

- 1. The *Committee* shall be chaired by the *Vice-Provost, Relations with Health Care Institutions* and include the following individuals in the first instance:
  - i Presidents of the Medical Staff Associations of all *fully-affiliated teaching hospitals* (or their delegates)

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<sup>6</sup> It is at the discretion of the *Tribunal* Chair and in consultation with the panellist, as to whether the panellist shall hear more than one case in an academic year. Some effort will be made to share the workload of the Clinical Faculty Complaint Review Committee amongst the members of *the (Clinical Faculty) Academic Clinical Tribunal*.

- ii Chairs of the Medical Advisory Committees of all *fully-affiliated teaching hospitals* (or their delegates)
- iii Clinical Department Chairs in number equal to the number of fully-affiliated sites, appointed by the *Dean*
- iv Provost or delegate
- v CEOs or their delegates from the *fully-affiliated teaching hospitals*
- vi *Community teaching hospital* representatives – one Vice-President Academic or MD equivalent from each of the community-affiliated teaching hospitals.

The *Clinical Relations Committee* is expected to review its own composition from time to time.

2. *The Clinical Relations Committee* is responsible for recommending to the Provost procedures related to the definition of categories of *clinical faculty*; appointment of *clinical faculty*; dispute resolution mechanisms for *clinical faculty*; and composition of the *Clinical Relations Committee* itself; and for recommending to the President nominees for dispute resolution committees and panels for *clinical faculty*. The Committee shall also review annual reports from the *Clinical Faculty Grievance Review Panel* and the (*Clinical Faculty*) *Academic Clinical Tribunal*.
3. Members of any estate at the *Clinical Relations Committee* may bring forward proposals for revisions to these Procedures. Such revisions will not be implemented unless approved by not less than a two-thirds majority of the delegates from each of the four clinical estates within the *Committee* (viz. MSA leaders, MAC chairs, *University* clinical chairs, Hospital representatives), as well as the Provost or the Provost's delegate. The need for timely decision-making concerning proposed revisions will be respected by all parties. However, in those instances where the Presidents of the Medical Staff Associations or Chairs of the Medical Advisory Committee have any concern about proposed revisions, it is understood that they are at liberty to consult fully with their members, up to and including formal votes on proposals. Prior to implementation, approved revisions will be presented for information by the Dean of Medicine to the Faculty of Medicine Faculty Council, and by the Provost to the Academic Board of the Governing Council of the University of Toronto.
4. All decisions of the *Committee* including nominations to the *Clinical Faculty Grievance Review Panel* or (*Clinical Faculty*) *Academic Clinical Tribunal*, and the aforementioned approval of proposed revisions to these procedures, shall be unanimous wherever possible, and must be reached by not less than a two-thirds majority of the delegates from each clinical estate within the *Committee* as well as the Provost or the Provost's delegate. However, in all instances every effort will be made by the *Committee* to forge a consensus that is in the mutual interests of the *clinical faculty*, the *University* and the *University-affiliated teaching hospitals*.