UNIVERSITY OF TORONTO

FACULTY OF MEDICINE

PROCEDURES MANUAL

FOR THE

POLICY FOR CLINICAL (MD) FACULTY

October 2013

Approved by the Clinical Relations Committee on October 22, 2013; Concurred with by the Provost on September 18, 2014

Please note licensed physicians in clinical departments in the Faculty of Medicine are governed by the *Policy for Clinical Faculty* and these *Procedures*. All other faculty appointments are governed by the *Policy and Procedures on Academic Appointments*

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Message to clinical faculty from the Clinical Relations Committee**.**
January, 2013

Since 2005 the Departments, Hospitals, Medical Advisory leaders and Medical Staff Associations have fulfilled the mandate Governing Council established by the approval of the *Policy for Clinical Faculty* and its *Procedures*. The *Policy* is robust. Individuals working together as University faculty members depend on the *Procedures* for fairness, and consistency and protection of academic physicians' rights. The policy vacuum with respect to the rights of clinical faculty prior to 2005 is becoming an historic rather than immediate past.

After undergoing a minor revision in 2008, this 2013 edition of the *Procedures Manual* has been revised for readability, clarity and currency, but retains the key principles, conditions and requirements of the original 2005 version. An index and hyperlinks appear, some long explanations (especially on practice plans) have moved from the Definitions section to other sections. Redundancies, ambiguities and discordant descriptions have been revised. The content from the previous (2005, 2008) versions of the *Procedures Manual* remains much the same.

The *Policy for Clinical Faculty* and these *Procedures* have entrenched the rights of clinical faculty, safeguarded pre-existing arrangements, and linked appointment categories with rights and responsibilities. The Clinical Faculty Advocate position has been established by the Medical Staff Associations. The Clinical Faculty Advocate reports annually to the *Clinical Relations Committee* according to the articles of these *Procedures*.

We look forward to continued partnership among the University, Hospitals, clinical leaders and clinical faculty to support the academic mission of the University of Toronto and the Faculty of Medicine within and under the protection of the *Policy for Clinical Faculty* and its *Procedures*.

Sincerely

Clinical Relations Committee

Message to Clinical faculty**.** from the Clinical Relations Committee**.**
October, 2005

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.

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

1.1. Rationale for the *Policy for Clinical Faculty*: clinical academic work, finances and relationships

Clinical faculty[1] 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 academic hospitals, and the practice plans. Academic 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 academic hospitals also contribute salary support to some clinical faculty, either directly from operating budgets or through other mechanisms such as endowed chairs and professorships. Last, clinical faculty may receive income from external consulting work and from external salary awards made by granting councils and health charities. In view of the heterogeneity of remuneration, it is understandable that there has been no comprehensive agreement with clinical faculty to standardize salaries. Instead, hospital departments differ in their financial arrangements with clinical faculty, and negotiations have been individualized and site-specific.

These complexities in the governance and finances of clinical faculty differ from those of university-salaried tenured faculty; yet clinical faculty are essential to the *University's* academic mission. The procedures in this *Manual* recognize the rights, privileges and perquisites of clinical faculty.

These procedures give effect to the University of Toronto Governing Council's *Policy for Clinical Faculty* 2005 (and any revisions). This *Procedures Manual* may be revised with the approval of the *Clinical Relations Committee* (Section 6.1 describes voting) and concurrence of the Provost. Ratified changes in *Procedures* are reported for information to the next meeting 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, such as editorial formatting and re-organization of material, shall be reported annually to the Faculty Council and Academic Board.

[1] *Clinical faculty* refers to an individual or individuals, licensed to practice medicine in Ontario and holding an appropriate Medical Staff appointment in a *fully-affiliated academic hospital* or *community affiliated hospital*; or practicing medicine in 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.

1.2. Purpose and content of the *Procedures Manual*

This document describes the procedures for clinical faculty appointments, renewals, terminations, and disputes; and relationships between clinical faculty and their University Departments, practice plans, Hospitals and academic leaders.

Following this introduction in Part 1, Part 2 provides key definitions. Part 3 describes clinical faculty appointment structures and processes, Part 4 describes practice plans and Parts 5 and 6 cover dispute resolution processes. An index appears as Part 8.

1.3. *University* context

Within the University of Toronto, the *Faculty of Medicine* contains *Departments* grouped into clinical and other sectors. The clinical sector is comprised of the Clinical Departments: Anesthesia, Family and Community Medicine, Laboratory Medicine and Pathobiology, Medical Imaging, Medicine, Obstetrics and Gynaecology, Ophthalmology and Vision Sciences, Otolaryngology – Head and Neck Surgery, Paediatrics, Psychiatry, Radiation Oncology, and Surgery.

1.3.1. *University* governance and administration

Under the University of Toronto Act (1971, 1978), the Governing Council of the University of Toronto sets *University* policy with respect to appointments in academic units such as the *Faculty of Medicine* and its *Departments*. Governing Council approved the *Policy for Clinical Faculty* in 2005, granting authorities described in these *Procedures* to the *Dean* of the *Faculty of Medicine*.

1.3.2. *University* policies

The *University* establishes policies which govern aspects of *University* institutions and activities including those in the *Faculty of Medicine*.

1.3.3. *University* appointments

Academic appointments are of two general types: under general *University* policy, and under the *Policy for Clinical Faculty*. Under these two types are appointment categories which denote specific characteristics.

For *Department* Chairs, and leaders of other Academic units and Programs, both these *Procedures* and the *University Policy on Appointment of Academic Administrators* shall be followed; if there is a conflict between them, to the extent of the conflict, the *Policy for Clinical Faculty* 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.

1.3.4. ***Clinical faculty***

The *Policy* and its *Procedures* described herein pertain only to physicians who meet the criteria for *clinical faculty* described in the Definitions section. Some physicians at the *University* may have faculty appointments that are not governed by the *Policy for Clinical Faculty*. They, and clinicians in other regulated health professions, are not, in *University* terms, *clinical faculty*. The term "clinical academic" describes *clinical faculty* appointed under the *Policy for Clinical Faculty*.

1.3.4.1. ***University* policies and procedures that apply to *clinical faculty***

The *Policy for Clinical Faculty* and its *Procedures* apply only to *clinical faculty*, as do other *University* policies, procedures and standards (such as *Standards of Behaviour for Medical Clinical Faculty*). Many *University* policies, (such as *University of Toronto Framework to Address Allegations of Research Misconduct* under the *Policy on Ethical Conduct in Research*) apply to all *University* faculty, including *clinical faculty*.

Where a member of the *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).

The names and insignias of the *Faculty of Medicine* and University of Toronto are recognized and respected widely, and have positive implications for patients and to the public. Care needs to be taken in their use. Clinical faculty are encouraged to use the names and insignias when activities are relevant to the individual's role in the *Faculty* and *University*.

2. KEY DEFINITIONS USED IN THE PROCEDURES

2.1. ***Academic administrators*** are individuals who hold University administrative appointments pursuant to the *University Policy on the Appointment of Academic Administrators* (2003).

2.2. ***Academic freedom*** is 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 its affiliated institutions affirm that *eligible clinical faculty* have academic freedom in their scholarly pursuits and access to the *(Clinical Faculty) Academic Clinical Tribunal*. *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.

2.3. ***Academic position 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 position description shall be appropriate for the individual's appointment circumstances and may be updated from time to time. All individuals holding a full-time or part-time clinical academic appointment must have an academic position description.

2.4. ***Academic work*** refers to teaching (including provision of clinical care that may involve supervision of students, postgraduate MD or other clinical trainees), research, and creative professional activity as defined in *University* policy, academic administration or work that is deemed by the Faculty to be directly in support of *University* academic work by other clinical faculty.

2.5. ***Affiliated site*** is a clinical setting that has entered into an affiliation agreement with the University of Toronto.

2.6. ***Appointment Category***, under the *Policy*, sets expectations, rights and other aspects of a clinical academic appointment. The four categories are: full-time clinical academic; part-time clinical academic; adjunct clinical academic; and visiting clinical professor.

2.7. ***Certificate of Professional Conduct***, issued by the College of Physicians and Surgeons of Ontario (CPSO), 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 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).

2.8. ***Clinical faculty*** refers to an individual or individuals, licensed to practice medicine in Ontario and holding an appropriate Medical Staff appointment in a *fully-affiliated academic hospital* or *community affiliated hospital;* or practicing medicine in 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*. All clinical faculty members belong to a clinical department, and have an academic rank and appointment category; those within full-time and part-time clinical academic categories must have *academic position descriptions*.

2.9. ***(Clinical Faculty) Academic Clinical Tribunal*** composed of members appointed by the President after consultation with the *Clinical Relations Committee*, establishes 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 academic practice plan or its equivalent* or *relevant site*, where the matter has not been resolved to the satisfaction of the complainant by the *practice plan* or *relevant site*. See Section 6.2 for terms of reference.

2.10. ***(Clinical Faculty) Grievance Review Panel***, composed of members appointed by the President after consultation with the *Clinical Relations Committee*, establishes a Clinical Faculty Grievance Review Committee to hear a particular grievance involving a decision made by a *University* official appointed under the *Policy on the 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 Section 6.1 for terms of reference.

2.11. ***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 Section 6.3 for terms of reference.

2.12. ***Community affiliated hospitals*** are designated as such, and have a *University* affiliation agreement.

2.13. ***Conforming academic practice plan (or equivalent)***[2] is one that is acceptable to the *Dean* of Medicine as regards adherence to the core principles indicated in Section 4.2.

2.14. ***Dean*** refers to the Dean of the Faculty of Medicine or his/her delegate.

2.15. ***Department*** refers to an academic unit of the *University* and *Faculty*, led by the *Department* Chair, who appoints *clinical faculty*.

2.16. ***Departmental Appointments Committee (DAC)*** advises the *Department* Chair on all clinical academic appointments.

2.17. ***Eligible clinical faculty*** refers to *clinical faculty* who have the right to access 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 *conforming academic practice plan (or its equivalent)* in which s/he participates and the *relevant 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.

2.18. ***Faculty***: with capital first letter, refers to *Faculty of Medicine*; "faculty," with small first letter, refers to a *University* appointee, or appointees.

2.19. ***Faculty Appointments Advisory Committee (FAAC)*** advises the *Dean* of Medicine on clinical academic appointments and promotions from lecturer to assistant professor.

2.20. ***Faculty of Medicine***, a Division of the *University*; contains University Departments grouped into clinical and other sectors.

2.21. ***Full-time equivalent*** refers to those holding and continuing to meet the criteria for a full-time clinical academic appointment (see Section 3.3.1.1 for details) and who work less than a full work week (see Section 3.3.1.5 for details). 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 clinical academic appointee.

2.22. ***Fully affiliated academic hospitals*** are designated as such and have *University*-Hospital affiliation agreements.

2.23. ***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. See Section 5.3.1 for further detail.

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[2] 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 academic practice plan*. The faculty member would need an *academic position description*. The affected *clinical faculty* may appeal the Chair's finding to the *Dean*, and may grieve the *Dean's* decision.

2.24. ***Harmonized institutional research policies*** refer 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.

2.25. ***Hospital administrators*** shall include clinical faculty who are designated as the executive most responsible for oversight of practice plans, Division or Department Chiefs, and those in higher senior administrative positions.

2.26. ***Policy***: 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, formalizes the status and recognition of clinical faculty members by the *University*, provides a framework for the governance of clinical faculty relations with the *University*, enhances processes for addressing grievances of individual clinical faculty regarding *University* matters, and establishes a mechanism to protect the *academic freedom* of *eligible clinical faculty* members as regards their work in clinical settings.

2.27. ***Probation***: 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 with no obligation or expectation of continuation or renewal. 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.

2.28. ***Procedures***: refers to this document, the *Procedures Manual for Policy for Clinical Faculty*.

2.29. ***Relevant sites*** are those clinical institutions or settings where the *academic work* will be undertaken. The relevant site must have harmonized institutional research policies and have an acceptable dispute resolution mechanism for dealing with *academic freedom* issues if *eligible clinical faculty* are on-site (see Section 5.5).

2.30. ***Self-reporting*** refers to timely reporting by *clinical faculty* to their *University* Chair information that may be relevant to a clinical academic appointment including, but not limited to: conviction of a criminal offence, having 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). For an investigation by the Discipline Committee or Fitness to Practice Committee (or its equivalent in any jurisdiction), self-reporting should conform to all applicable policies and procedures, such as hospital by-laws and CPSO regulations.

2.31. ***University*** shall mean the University of Toronto

2.32. ***University perquisites*** consist of 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

2.33. ***Vice-Provost, Relations with Healthcare Institutions*** shall refer to the Vice-Provost, Relations with Health Care Institutions or his or her delegate.

2.34. ***Year-end***: For probationary full-time clinical academic appointments, year-end refers to the appointment anniversary date. For part-time, adjunct, and post-probation full-time clinical academic appointments, year-end refers to the end of the academic year, as determined by the Department Chair, normally June 30.

3. CLINICAL ACADEMIC APPOINTMENTS AND THEIR CATEGORIES

3.1. General principles

Clinical faculty will be required to comply with applicable departmental, *Faculty* and *University* policies as amended from time to time; and s*elf-report* on professional conduct (as described in Section 2.30).

The categories, criteria, and conditions of appointments shall be based on *academic position descriptions* which reflect academic roles, and not on pay sources. The category of appointment is based, in part, on whether the individual clinical faculty member has a full-time appointment within an affiliated *relevant site* with a *conforming academic practice plan (or its equivalent).*

Major academic participation generally requires that the appointee a) participates in a *conforming academic practice plan (or its equivalent)* or is employed full-time in a *relevant site* with an *academic position description*; and b) is appointed in a fully-affiliated academic hospital, an affiliated department or service in a community affiliated hospital, or a formally-affiliated teaching practice in the community.

Access to the *(Clinical Faculty) Grievance Review Panel* requires a full-time or part-time clinical academic appointment with at least 20% of professional working time devoted to *academic work*, and an approved *academic position description*.

Access to the *(Clinical Faculty) Academic Clinical Tribunal* is extended to appointees who have full-time clinical academic appointments. In some instances, appointees working in a post-retirement off-payroll capacity or part-time clinical academic appointees 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 Sections 3.3.1.1 and 3.3.2.1).

3.2. Academic position description

All full-time and part-time clinical academic appointments have an approved *academic position description*. These may be updated from time to time. These *academic position descriptions* should be agreed to at the time of appointment between the clinical appointee, *relevant site* chiefs, and the Department Chair. The *academic position description* must divide professional time (100%) into academic and non-academic proportions that, when combined, add up to 100%. Academic time (at least 80% for full-time and full-time equivalent clinical faculty appointments, 20% to 79% for part-time clinical faculty appointments, and a maximum of 19% for adjunct clinical faculty appointments) must be broken down further into parts that include teaching, research, etc., such that the parts add up to the total proportion of time spent in academic work. The proportion of *academic work* must align with the *clinical faculty* appointment category.

The *relevant site* chiefs will consult, when appropriate, 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 *academic position description*.

While *academic position 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 *academic position description*. *Conforming academic practice plan* (*or equivalent)* leaders and hospital leaders, along with Department Chairs, should ensure that fair processes are followed to determine major changes to an *academic position description*.

3.3. Appointment categories

Each of the four clinical academic appointment categories is differentiated by the amount of time dedicated to *academic work*, and whether a medical staff appointment is held at an *affiliated site*:

a) Full-time clinical academic appointment – engaged in academic activities for at least 80% of his/her professional time and holds an active medical staff or equivalent appointment at an *affiliated site*.

b) Part-time clinical academic appointment – engaged in academic activities for less than 80%, but for 20% or more of his/her professional time and holds a medical staff appointment at an *affiliated site*.

c) Adjunct clinical academic appointment – engaged in academic activities for less than 20% of his/her professional time and/or does not hold a medical staff appointment at an *affiliated site*.

d) Visiting Clinical Professor – time-limited visit from another university or research institute; academic work determined by appointment rank, category and duration.

Each category of clinical academic appointment is associated with different criteria, terms of appointment, *University perquisites*., and kinds of relationships with the *University*. Tables 1 to 3, pages 45 – 46, summarize this information.

Appointees in full-time, part-time and adjunct categories may be promoted. Normally, a new clinical faculty appointee starts at lecturer rank, though entry at assistant professor or higher is possible. Standards for rank at entry are set by the Faculty Appointments Advisory Committee and the Decanal Promotions Committee. Promotion of full-time clinical academic appointees is expected but not required; promotion of part-time and adjunct clinical academic appointees is possible but not expected. Promotion from lecturer to assistant professor is approved by the *Dean*, on the advice of the Faculty Appointments Advisory Committee. Promotion to associate professor or full professor is recommended to the Provost by the *Dean*, based on criteria set out in the Faculty of Medicine Manual for Academic Promotion (version for the academic year in which promotion is sought), and governed by the *University's Policy and Procedures Governing Promotions*. The *Dean* is advised by the Decanal Promotions Committee. Procedures for appeals concerning denial of promotion are found in Section 5.3.

Full-time and part-time clinical academic appointees have access to the *(Clinical Faculty) Grievance Review Panel* which hears grievances involving allegations 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.

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.

3.3.1. Full-time clinical academic appointment

3.3.1.1. Appointment criteria

- The criteria for full-time clinical academic appointments are set out in Table 7.1 on p. 45.

- Must participate in a *conforming academic practice plan or its equivalent*.

- Must meet the criteria for access to the *(Clinical Faculty) Academic Clinical Tribunal*, viz: the *conforming academic practice plan or its equivalent* and the affiliated *relevant site* have *harmonized institutional research policies*; and accept explicitly the *University's* role in protecting *academic freedom* and the jurisdiction of the *(Clinical Faculty) Academic Clinical Tribunal*.

- 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.

- Medical staff who hold appointments on the active staff (or equivalent) of a *fully-affiliated academic hospital* are expected to meet the criteria for a full-time clinical academic appointment. As a corollary, a full-time clinical 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*.

- In unusual circumstances, the *Dean* may approve someone for a full-time clinical appointment who does not meet all the criteria (see Table 1, p. 45), if the *relevant site* Chief and Department Chair provide written evidence that the circumstances of employment or practice meet the criteria for access to *the (Clinical Faculty) Academic Clinical Tribunal*.

3.3.1.2. Probation and continuing appointment review

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 (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.

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 *Department Appointments Committee*, and recommendation for the continuing appointment by the *Department* Chair for approval by the *Dean*.

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.

Each new full-time clinical academic appointee will require a three- to five-year performance review (that requirement should be included in the Offer of Academic Appointment). The candidate will be asked to submit an account of his/her academic work completed or undertaken since the time of initial appointment.

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 of equivalent academic performance. 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 *relevant 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 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 *academic position 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, but 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 Chair's advisory committee's deliberations.

Successful transfer to the continuing annual appointment stream grants the new appointee the expectation of appointment 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 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.

As the terms of the appointment and ability to meet expectations are related to staff appointment in a *relevant site*, the *University* full-time clinical academic appointment will terminate if the corresponding staff appointment in an eligible *relevant site* terminates. See Section 5 for guidance regarding disputes.

3.3.1.3. **Provision of *University perquisites*** (described in 2.32; and Table 1, Page 45)
Entitlement to *University perquisites* is not related to an appointee's paymaster, but is a function of *academic position description*, extent of commitment to academic work, and whether the appointee has outside employment.

For full-time clinical academic appointees who are categorized as *full-time equivalents* (see Section 2.20 for definition), *University perquisites* are pro-rated to the proportion of academic activity.

3.3.1.4. **Responsibilities of full-time clinical academic faculty**
At the time of their first clinical academic appointment, all *clinical faculty* are required to provide to the Department Chair a *Certificate of Professional*

Conduct, issued by the College of Physicians and Surgeons of Ontario. If the Certificate was already obtained for hospital credentialing, a copy of the Certificate from the hospital is acceptable.

Self-reporting of a criminal investigation or conviction, or finding or investigation related to professional conduct (as described in Definitions 2.30), must be made by all *clinical faculty* to the Department Chair within seven working days of receipt of notification or knowledge of such a conviction, finding or investigation. 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 Department Chair.

3.3.1.5. **Transfer to *full-time equivalent***

A full-time clinical academic appointee may transfer to a *full-time equivalent* appointment under conditions approved by the *Dean*, time-limited to the duration of those conditions. 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.

Transfer to a *full-time equivalent* appointment requires the approval of the *University* Department Chair, Hospital Chief, and *Dean*. The faculty member must meet the following criteria for such an appointment:

- Meet the main criteria for a full-time clinical academic appointment, including a commitment to academic activities for at least 80% of his/her professional time (see Table 1).

- Hold a Medical Staff appointment at a *fully-affiliated academic hospital* or *community-affiliated hospital*, with *harmonized institutional research policies*.

- Be a member of a *conforming academic practice plan (or its equivalent)*. 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.

- Have no outside clinical or other employment without the permission of the Department Chair.

- Have an approved *academic position description*.

3.3.2. **Part-time clinical academic appointment**

3.3.2.1. **Appointment criteria**

- The criteria for part-time clinical academic appointments are set out in Table 7.2, p. 46.

- The *relevant site* is a *University fully-affiliated academic hospital*, a *community affiliated hospital*, or an affiliated community practice. In all instances, the site at which the appointee does his/her academic work must be covered under a *University*-hospital or a *University*-clinic affiliation agreement.

- 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 3.3.1.1. 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*. At each annual reappointment, the continued presence of criteria for granting access to the *(Clinical Faculty) Academic Clinical Tribunal* must be reassessed by the Department Chair and reported to the *Dean*.

- 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.

3.3.2.2. **Appointment renewal**

All appointments of part-time clinical academic faculty are one-year term appointments that are renewed at the discretion of the Chair.

3.3.2.3. **Provision of *University perquisites***

Those holding a part-time clinical academic appointment are not eligible for *University perquisites.*.

3.3.2.4. **Responsibilities of part-time clinical academic faculty**

At the time of their first clinical academic appointment, all *clinical faculty* are required to provide to the Department Chair a *Certificate of Professional Conduct*, issued by the College of Physicians and Surgeons of Ontario. If the Certificate was already obtained for hospital credentialing, a copy of the Certificate from the hospital is acceptable.

Self-reporting of a criminal investigation or conviction, or finding or investigation related to professional conduct (as described in Definitions 2.30), must be made by all *clinical faculty* to the Department Chair within seven working days of receipt of notification or knowledge of such a conviction, finding or investigation. 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.

3.3.3. **Adjunct clinical academic appointment**

3.3.3.1. **Appointment criteria**

- The criteria for adjunct clinical academic appointments are set out in Table 3, p. 47.

- Appointees in the adjunct clinical academic appointment category participate in academic programs in a limited manner. The appointees' responsibilities to the *University* are secondary to their main responsibilities, and often their principal site of work is neither the *University* nor a *University fully-affiliated academic hospital*.

- If the *academic work* is not performed at an affiliated *relevant site*, then only the adjunct clinical appointment category can be used.

- 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*.

- 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.

3.3.3.2. **Appointment renewal**

The term of appointment is at the discretion of the Department Chair.

3.3.3.3. **Provision of *University perquisites***

Those holding an adjunct clinical academic appointment are not eligible for *University perquisites*.

3.3.3.4. **Responsibilities of adjunct clinical academic faculty**

At the time of their first clinical academic appointment, all *clinical faculty* are required to provide to the Department Chair a *Certificate of Professional Conduct*, issued by the College of Physicians and Surgeons of Ontario. If the Certificate was already obtained for hospital credentialing, a copy of the Certificate from the hospital is acceptable.

Self-reporting of a criminal investigation or conviction, or finding or investigation related to professional conduct (as described in Definitions 2.30), must be made by all *clinical faculty* to the Department Chair within seven working days of receipt of notification or knowledge of such a conviction, finding or investigation. 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.

3.3.4. **Visiting clinical professor**

3.3.4.1. **Appointment criteria**

- Licensed to practice medicine in his/her home jurisdiction

- Hold a continuing appointment in a university or research institute in the same jurisdiction where he or she holds the license to practice medicine

- Appointment in a clinical Department in the University at a designated rank, in an assigned category, for a specified period of time

- If participating 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.

- Appointment must be approved by the *Dean* (or delegate), after approval by the relevant Department Chair and *Departmental Appointments Committee*.

3.3.4.2. **Appointment duration**

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.

3.3.4.3. **Provision of *University perquisites***

Those holding a Visiting Clinical Professor appointment are not eligible for *University perquisites*.

3.3.4.4. **Responsibilities of visiting clinical professors**

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 applicable Departmental, *Faculty* and *University* policies during the duration of the visit.

3.4. Approval processes for clinical faculty appointments

For new clinical academic appointments or changes in category or Department, the *Dean* shall provide final approval at the request of the Department Chair.

Each Department Chair must establish a *Departmental Appointments Committee (DAC)* to review all academic appointments. The *DAC* will advise the Department Chair, who will make a formal departmental request to the *Dean*.
The approval pathways are:

a. New appointments
   - full-time clinical academic appointments at the rank of assistant professor or higher, without a formal search:
     DAC* → Chair → *FAAC* → *Dean

   - all other appointments (full-time clinical academic with a formal search; part-time or adjunct clinical academic, visiting clinical professor; all clinical academic at lecturer rank):
     DAC* → Chair → *Dean

b. Category changes
   - To full-time clinical academic appointment at assistant professor or higher: ***DAC* → Chair → *FAAC* → *Dean***

   - All other category changes: ***DAC* → Chair → *Dean***

3.5. Changes to clinical academic appointments

3.5.1. Change in appointment category: transfers between full-time, part-time and adjunct clinical academic appointments

A full-time clinical academic appointee may transfer to a clinical part-time 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 academic 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 *relevant site* and the *University* Department Chair.

An appointee who has, and wishes to continue, his/her hospital appointment at a *fully-affiliated academic 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 Table 2 of this *Procedures Manual*.

An appointee who transfers from an adjunct to a part-time or full-time clinical academic appointment must have an *academic position description*.

3.6. Leaves of absences

Leaves of absence for those holding full-time clinical academic appointments must be approved first by the *relevant site* Chief or equivalent, then by the Department Chair. The appointee must notify the Department Chair of the site Chief's approval as far in advance as is practicable, so that appropriate arrangements can be made if necessary, and to ensure the continuity of the *University* academic programs. There must be mutually acceptable written terms for the leave, including requirement for full disclosure, signed by the appointee, site Chief and Chair.

3.7. Honorary title: Emeritus

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

For the purpose of this *Policy*, Emeriti do not need to hold a Medical Staff position at a Hospital, but they may do so, with teaching duties as assigned, if the hospital Chief and Department Chair concur; clinical faculty whose retirement from the *University* was mandated by age prior to July 1, 2005, and who became emeriti faculty on retirement, have the rights and responsibilities of full-time clinical academic faculty if they continue to fulfill the requirements of full-time clinical academic appointment status.

3.8. Termination and denial of *University* appointment

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 must remain on Medical Staff of the *relevant site*, or maintain arrangements that are explicitly agreed and approved as equivalent in a community clinical or other setting.

The *Public Hospitals Act* sets out steps and appeal procedures for termination of an appointment of Medical 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.

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 medical 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 medical staff appointment at a *relevant site* is terminated by that site, a part-time

clinical academic *University* appointment can only be terminated before the relevant year-end for cause.

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.

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 academic practice plan (or its equivalent)* 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 5.5.5, Step 5). Termination of a University appointment may be grieved as per the procedures in Section 5.3.

4. ACADEMIC PRACTICE PLANS

4.1. Context

Organization of full-time clinical faculty into *conforming academic practice plans* (*or equivalents)* is necessary for maintenance of appointment status. See Section 3.8 on termination of full-time clinical academic appointments. Such termination may be appealed or grieved under the *Procedures* set out in this *Manual*.

The purpose of a *conforming academic practice plan* is to support the commitment to *academic work* among *clinical faculty*. The formation of *conforming academic practice plans (or equivalents)* recognizes the central value of contributions of *clinical faculty* to the shared academic mission of the *University* and its affiliates.

4.2. Guiding Principles

A *conforming academic practice plan* is one that is acceptable to the *Dean* of Medicine, as regards adherence to the following core principles:

- A *conforming academic practice plan (or equivalent)* will support *clinical faculty* economically to achieve their academic goals without the constraints of competitive and financially-unrestricted private practice. Group practices with distributed resources to support the academic mission are the norm to ensure collective academic productivity.

- Whether the group practice (or equivalent) is supported by pooled fee-for-service income or by alternate funding arrangements, the *conforming academic practice plan (or equivalent)* 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.

- The *conforming academic practice plan* (*or 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.

- A *conforming academic practice plan (or equivalent)* must have multi-level internal dispute resolution mechanisms that are applicable for all disputes within the plan (or equivalent).

- A *conforming academic practice plan* (*or 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.

- The plan's administrators and members retain responsibility for ensuring that the *conforming academic practice plan* continues to conform to the

University's Policy for Clinical Faculty and the procedures set out in the *Procedures Manual for the Policy for Clinical Faculty*, as amended from time to time.

4.3. Requirements

- Each *practice plan* member will have an explicit *academic position description*, with specific clinical and academic responsibilities for each appointee as a faculty member and as a member of a *conforming academic practice plan* (*or equivalent)*.

- Each *conforming academic practice plan (or equivalent)* will have ongoing review by the relevant Department Chair for conformity with the above listed principles.

- The Department Chair will advise the *Dean* annually on the compliance with core principles of all the conforming academic practice plans involving members of her/his University Department.

- Where the Department Chair is also the head of a conforming academic 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 contexts in which faculty members work.

- 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 participants.

- 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 conforming academic 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 *conforming academic 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 academic practice plan (or equivalent)* is necessary for maintenance of appointment status.

- The process used to resolve disputes with respect to the operation of a *conforming academic practice plan (or equivalent)* must be clear, transparent, and disseminated to members. In addition, an acceptable dispute resolution mechanism shall involve:

- more than one step (e.g. more than one level) to resolve disputes;
- timelines associated with each step;
- procedures for dealing with conflict of interest situations
- opportunities for disputants to present their cases as they see them; and
- 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.

- 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.

5. PROCEDURES FOR DEALING WITH ACADEMIC DISPUTES

5.1. Purpose of the *Procedures* relevant to academic disputes

These Procedures explain how the *University* will fulfill 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.

5.2. Applicability and governance

These Procedures clarify the relationships among the *University*, the *fully affiliated academic hospitals* (and other *relevant sites*), *conforming academic practice plans* and those holding full-time and part-time clinical academic appointments.

- These Procedures do not apply to those with an adjunct clinical academic appointment.

- The *University* does not have jurisdiction over the resolution of disputes arising from clinical issues, hospital administrative appointments and allocations, or distribution of *conforming academic 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.

5.3. Dealing with disputes primarily concerning the University

5.3.1. 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 recognized 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 5.3 or under Section 5.5 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.

5.3.2. Appeals concerning the denial of promotion will use the procedures outlined below (Section 5.3.10). 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:

- Step 1 against the denial at the department level;
- Step 2 against the denial at the faculty/decanal level;
- Step 3 against the denial at the provostial level; and
- Step 4 against the denial at the presidential level.

5.3.3. 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 5.3.1; 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.

5.3.4. An earnest effort shall be made to settle grievances fairly and promptly.

5.3.5. 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 5.3.

5.3.6. It is expected that *relevant sites* and *conforming academic practice plans* will co-operate in these grievance procedures as required.

5.3.7. 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.

5.3.8. 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.

5.3.9. Wherever an official is specified in this procedure, a designate may be appointed to act.

5.3.10. The grievance procedures for the purposes of these Procedures are as follows:

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.

Step 2: If the grievance is not resolved under Step 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).

Step 3: If the grievance is not resolved under Step 2, the grievor, within fourteen (14) working days after the written decision has been given under Step 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).

Step 4: Failing a satisfactory resolution of the grievance under Step 3, the grievor may refer the matter to the *Clinical Faculty Grievance Review Panel*, with notice to the *Vice-Provost Relations with Healthcare Institutions* and the President of the *University* within a period of fifteen (15) working days after the written decision has been given under Step 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.

5.3.11. In cases using the grievance procedures outlined in Section 5.3.10, 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.

5.4. Dealing with disputes between *eligible clinical faculty* and their *conforming academic practice* plan or *relevant site*

Disputes involving eligible clinical faculty relating to their *conforming academic 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.

Where a dispute involving eligible clinical faculty relating to their *conforming academic practice plans* or *relevant site* involves allegations of breach of academic freedom, then Section 5.5 shall apply.

5.5. University dispute resolution mechanism for complaints concerning *academic freedom*

5.5.1. Where an eligible clinical faculty member has a dispute relating to their *conforming academic 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.

5.5.2. 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.

5.5.3. 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 academic 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 academic practice plan's* or *relevant site's* position has been substantially prejudiced by the delay and there are reasonable grounds to do so.

5.5.4. Wherever an official is specified in this procedure, a designate may be appointed to act.

5.5.5. 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.

Stage 1: Informal resolution at the first administrative levels involves an attempt to resolve the allegation informally at the first administrative level having the authority to dispose of it. Clinical chiefs or *conforming academic 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.

Stage 2: Intervention by Chair or delegate: 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.

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.

The Department Chair may achieve resolution without referral through the internal mechanisms of the *conforming academic 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.

The exact nature of the internal mechanisms of the *conforming academic 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 Stages 4 and 5 below). In all cases, the Department Chair shall seek resolution within no more than twenty (20) working days of receiving the complaint.

Where the *eligible clinical faculty* member has completed Stages 1 and 2 (see 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 academic 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.

Stage 3: Inquiry by Dean

Where a complaint has been made in writing to the Dean, the first step in the process is an inquiry by the Dean.

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 academic 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 academic practice plan* or *relevant site* involved, outlining the nature of the allegation and all action taken to date.

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.

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.

The inquiry will ordinarily be completed within twenty (20) working days of its initiation.

Stage 4: *(Clinical Faculty) Academic Clinical Tribunal*

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 academic 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.

The *Tribunal* shall constitute a *Clinical Faculty Complaint Review Committee* to consider the case.

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 academic 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 academic 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.

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.

Stage 5: Return to *conforming academic practice plan* or *relevant site* dispute resolution process

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 academic 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 academic practice plan*/*relevant site* dispute resolution process, it must be considered within their written specified time periods.

If the matter is not considered by the *conforming academic 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.

In the event that the *conforming academic 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 Healthcare Institutions* has a duty to intercede with the governance of the *conforming academic 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.

5.6. 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.

5.7. Clinical Faculty Advocate

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.

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.

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 academic 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.

6. PROCEDURES ON THE TERMS OF REFERENCE FOR PANELS, COMMITTEES AND THE TRIBUNAL:

6.1. *Clinical Faculty Grievance Review Panel* and the Clinical Faculty Grievance Review Committee

6.1.1. 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.

6.1.2. The Panel:

a. includes eight (8) members of whom six shall be clinical faculty members drawn from various academic 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 *conforming academic 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.

b. 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.

c. 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.

d. submits an annual report to the Clinical Relations Committee.

6.1.3. The Clinical Faculty Grievance Review Committee:

a. is constituted by the *Clinical Faculty Grievance Review Panel* to hear a grievance as defined above.

b. shall include three members of whom two are *clinical faculty* members[3] and one member is from tenured non-clinical faculty in the Faculty of Medicine.

c. 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.

d. shall attempt to minimize 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.

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

a. 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.

b. 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.

c. 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.

6.2. *(Clinical Faculty) Academic Clinical Tribunal* and the Clinical Faculty Complaint Review Committee

6.2.1. The *Clinical Relations Committee* is responsible for recommending to the President of the *University* the nominees for the *(Clinical Faculty) Academic Clinical Tribunal*. 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 *conforming academic practice plan* administrator. One clinical faculty member will be appointed from each of the *fully-affiliated academic 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*.

[3] It is at the discretion of the Panel Chair and in consultation with the panelist, as to whether the panelist 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*.

6.2.2. The *(Clinical Faculty) Academic Clinical Tribunal*:

a. 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 academic 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 academic practice plan* or of the *relevant site* up to the second to last step.

b. 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.

c. Members appointed to the *Tribunal* shall be given appropriate training.

d. The *Tribunal* selects three of its members to constitute a Clinical Faculty Complaint Review Committee to consider a particular complaint.

e. 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.

f. The *Tribunal* submits an annual report to the *Clinical Relations Committee*.

6.2.3. The Clinical Faculty Complaint Review Committee:

a. 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.

b. The Committee shall have three members[4]: Two clinical members and one member from tenured non-clinical faculty.

c. 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.

[4] It is at the discretion of the *Tribunal* Chair and in consultation with the panelist, as to whether the panelist 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*.

d. The Committee shall attempt to minimize friction and preserve collegial relationships and shall resort to adversarial hearings only where no other route is satisfactory.

e. 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.

f. The decision of the Clinical Faculty Complaint Review Committee shall be binding on the complainant and the *conforming academic 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 academic practice plan* or to substitute any new provision therefore, or to alter the Procedures set out in these Procedures.

g. 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.

h. 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.

6.3. *Clinical Relations Committee*

6.3.1. The Committee shall be chaired by the *Vice-Provost, Relations with Healthcare Institutions* and include the following individuals in the first instance:

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

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

a. 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.*

b. 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.

c. 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 academic hospitals.

7.1 Table 1: Summary of full-time clinical academic appointment

Professional working time	Responsibilities	Rights	Perquisites	Term
Engage in *academic work* for at least 80% of their professional working time <u>Note</u>: One may work part-time but devote 80% or more of their professional working time to *academic work*. This is called *Full-time equivalent.* (FTE). When holding an FTE appointment, the percentage of academic time shall not fall below 20%	The appointee will: 1. Obtain *Certificate of Professional Conduct.* at initial University appointment 2. Meet professional working time criterion 3. Have approved *academic position description* 4. Hold a Medical Staff appointment on the Active Staff (or equivalent) at fully-affiliated or community affiliated hospital 5. Participate in a *conforming academic practice plan or its equivalent* 6. *Self-report* on professional conduct 7. Respect Departmental, *Faculty*, and *University* policies 8. Have no outside clinical or other employment without Department Chair permission <u>Note</u>: In unusual circumstances, the *Dean* may approve a full-time clinical academic appointment for a physician who does not meet conditions 4 and/or 5, if the *relevant site* Chief and Department Chair provide written evidence that the circumstances of employment or practice meet the criteria for access to the *(Clinical Faculty) Academic Clinical Tribunal*.	- Access to the *Clinical Faculty Grievance Review Panel* for a dispute involving a decision made solely by a University official appointed under the *Policy on Appointment of Academic Administrators* acting in his/her University capacity (See Section 5.4) - Access to the *(Clinical Faculty) Academic Clinical Tribunal* for a complaint arising from an alleged breach of *academic freedom* in a *conforming academic practice* or *relevant site*, where the matter has not been resolved to the satisfaction of the complainant by the *Conforming Practice Plan* or the *relevant site*. (See Section 5.6)	- Scholarship program for dependents - Discounted Joint Memberships (athletic facilities and Faculty Club) - Staff tuition waiver for the UofT School of Continuing Studies (SCS) courses and UofT degree and credit courses up to and including the Masters level (see Section 2.32) <u>Note</u>: 1. Eligibility for perquisites is a function of a position description and the extent of commitment to academic work. 2. Full-time equivalent appointments have University perquisites pro-rated to the proportion of academic activity	- First three years (extended pro rata to three years' equivalent if appointment is *Full-time equivalent.*), at minimum, are probationary - Renewable annually; termination only for cause after probation

7.2 Table 2: Summary of part-time clinical academic appointment

Professional working time	Responsibilities	Rights	Perquisites	Term
Engage in *academic work* for less than 80% of their professional working time, but for more than 20%	The appointee will: 1. Obtain a *Certificate of Professional Conduct* at the time of initial University appointment 2. Meet the professional working time criterion 3. Have an approved *academic position description* 4. Hold a medical staff appointment at one or more of these *relevant sites*: *University fully-affiliated academic hospital*, *community affiliated hospital*, or affiliated community practice covered under a *University*-hospital or a *University*-clinic affiliation agreement. 5. Self-report on professional conduct 6. Respect applicable Departmental, Faculty and University policies 7. Often have outside clinical or other employment	- Access to the *Clinical Faculty Grievance Review Panel* for a dispute involving a decision made solely by a University official appointed under the *Policy on Appointment of Academic Administrators* acting in his/her *University* capacity (See Section 5.4) - The *Dean* may extend access to the (*Clinical Faculty) Academic Clinical Tribunal* if the clinical faculty member can provide written evidence that the clinical faculty member's circumstances meet the criteria for access set out in Sections 3.3.1.1 and 3.3.2.1. In these instances, the *Dean* shall specify the terms and conditions of this access in writing to the clinical faculty member and the *relevant site*.	Not eligible	One year renewable at the discretion of the Department Chair

7.3 Table 3: Summary of adjunct clinical academic appointment

Professional working time	Responsibilities	Rights	Perquisites	Term
Engage in *academic work* for less than 20% of their professional working time, or for those not at *University* affiliated sites, academic work for any proportion of professional time.	The appointee will: 1. Obtain a *Certificate of Professional Conduct***.** at the time of initial University appointment 2. Meet the professional working time criterion 3. Often work in a non-affiliated hospital, industry or private practice 4. Self-report on professional conduct 5. Participate in academic programs in a limited manner 6. Respect applicable Departmental, Faculty and University policies for their *academic work*.	Not eligible for access to the *(Clinical Faculty) Grievance Review Panel* or the *(Clinical Faculty) Academic Clinical Tribunal***.**	Not eligible	Term and renewal of the term are at the discretion of the Department Chair