

**PROCEDURES MANUAL for
CLINICAL FACULTY**

**FACULTY of MEDICINE
UNIVERSITY of TORONTO**

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1.0 INTRODUCTION TO THE PROCEDURES

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I Introduction

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

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

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

These procedures are intended to give effect to the Governing Council's Policy on Clinical Faculty, as amended from time to time. The procedures may be amended by the Provost with the approval of the *Clinical Relations Committee*¹ provided that the revised procedures remain consistent with the Policy. Revisions will be reported for information by the Dean of Medicine to the Council of the Faculty of Medicine, and by the Provost to the Academic Board of the Governing Council of the University of Toronto.

¹ Defined Below

II Key Definitions used in the Procedures

1. *Clinical faculty* refers to an individual or individuals, licensed to practice medicine in Ontario, holding appointments that confer full privileges on the Medical-Dental staff in a fully affiliated teaching hospital or partially-affiliated hospital, or an affiliated community practice or, less often, working in a community clinic, industry or in private practice, and appointed as clinical faculty in a Faculty of Medicine clinical department.
2. *Clinical Academic Appointments*. There are three categories of appointment for Clinical Faculty Members. These appointments are Full Time Clinical Academic; Part-time Clinical Academic; and Adjunct Clinical Academic. See Procedures 2.0 (II and VI).
3. *Academic work* refers to research, creative professional activity as defined in University policy, teaching (including provision of clinical care that involves supervision of students, residents or other clinical trainees), academic administration or work that is deemed by the Faculty to be directly in support of University academic work by other clinical faculty (see Procedures 2.0, III – 4).
4. *Eligible clinical faculty* refers to a clinical faculty appointee who has access to the *Academic Clinical Tribunal*. This presupposes acceptance of the jurisdiction of the Tribunal by the practice plan in which s/he participates (see below) and the site at which s/he works. The appointee's access to the *Academic Clinical Tribunal* is confirmed at the time of the academic appointment and in the renewal process.
5. *A Conforming Practice Plan (or its equivalent²)* is one that is acceptable to the *Dean of Medicine* as regards adherence to the following core principles:
 - i. Competitive and financially-unrestricted private practice is incompatible with academic goals. Group practices with distributed earnings to support the academic mission are the norm to ensure academic productivity.
 - ii. Explicit academic job descriptions should be delineated, with specific clinical and academic responsibilities for each appointee as a faculty member and as a member of a practice plan. These job descriptions should be agreed to at the time of appointment between the individual faculty recruit, relevant site chiefs, and the Department Chair. Some long-standing appointees may not have full job descriptions; as outlined below (point 6), there will perforce be flexibility in implementing this provision for current clinical faculty.

² An equivalent arrangement may be, for example, salary from a hospital that explicitly supports the jurisdiction of the Academic Clinical Tribunal or income-sharing in an affiliated community clinic that similarly explicitly accepts the Tribunal's jurisdiction. The relevant clinical Department Chair would need to assess the arrangement and recommend to the Dean if it can be considered equivalent to a conforming practice plan. The affected clinical faculty may appeal the Chair's finding to the Dean, and may grieve the Dean's decision; see Procedures 3.0-111, *passim*.

iii. It is expected that the site chiefs will consult with practice plan leaders and the hospital leadership to ensure the acceptability and sustainability of the job description. While job descriptions may be revised as academic performance and economic circumstances dictate, the Department Chair must be consulted on any major change in academic job description. Practice plan and hospital leaders, along with Department Chairs, should ensure that fair processes are followed to determine major changes in job description.

iv. Whether the group practice is supported by pooled fee-for-service income or by alternate funding arrangements, the practice plan must have economic mechanisms that support and reward academic activity. The nature of these mechanisms is left to each plan so that they may respond to market forces and local need.

v. The plans must have a well-understood, transparent, and equitable decision-making mechanism for allocating shared resources to individual plan members.

vi. All plans must have multi-level internal dispute resolution mechanisms that are applicable for all disputes within the plan. These provisions should allow arm's-length appeal of decisions made within the plan. Conforming plans will explicitly accept the University's role in protecting academic freedom and the jurisdiction of the *Academic Clinical Tribunal* as regards disputes involving academic freedom concerns in the clinical setting, and will agree to be bound by the Tribunal's decisions regarding academic freedom.

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

Where concerns about conformity with the principles arise from review of documentation, the reviewing Chair will first seek to resolve non-compliance by collegial consultation with the practice plan leaders and/or the plan executive. Where these concerns cannot be resolved by consultation, the Chair will proceed to notify the Dean in writing about the points of non-conformity. The notification will be copied to the relevant practice plan leaders and hospital administration. If the points of contention cannot be resolved in 30 working days (6 weeks) from the date of notice, the Dean will meet promptly with the practice plan executive to address the matter. In the event of continued disagreement about compliance, potential steps to be taken will include, in order, the Dean meeting jointly with the hospital administration and practice plan leaders and the Vice Provost-Relations with Health Care Institutions meeting with the hospital

board. It is understood that participation in a conforming practice plan is necessary for maintenance of appointment status. See Procedures 2.0 –IX -4 on termination of academic appointments; such termination may be appealed or grieved under the Procedures set out in this Manual.

6. *Academic job description* refers to a written and explicit description of the academic work to be undertaken that is agreed to among the clinical faculty member, the Department Chair, *relevant site* or clinical chief, and hospital administration (where applicable). The academic job description shall be appropriate for the individual's appointment circumstances. All individuals holding a *Full-Time* or *Part-Time Clinical Academic Appointment* must have an academic job description whether they participate in a *Conforming Practice Plan* (or its equivalent) or not. It is understood that explicit job descriptions may not exist for current appointees who have been in the academic ranks for some years. Thus, there will be flexibility in the requirement for academic job descriptions, on the understanding that the University will use its best efforts to derive an accurate job description for all full-time or part-time colleagues already in rank. Any job description for colleagues in rank, as for new appointees, must be agreed between the Chair or delegate and the clinical faculty appointee.
7. *Relevant site(s)* are those clinical institutions or settings where the *academic work* will be undertaken. The relevant site(s)' Chief and Department Chair must approve the appointees' *academic job description*.
8. *Harmonized institutional research policies* refers to a set of research policies related to research ethics and academic integrity at the *relevant sites* that should be consistent with those of the University and the Faculty of Medicine. The University will collaborate actively with the *relevant sites* with a view to ensuring that these institutional policies remain in harmony.
9. *Full-time equivalent* refers to those holding a *Full-Time Clinical Academic Appointment* on a part-time basis such that at least 80% of their professional working time is devoted to *academic work*. The *full-time equivalent* is intended for those individuals who are in an academic career track who wish to job-share or to work less than would be expected of a full-time appointee. This category is not intended for individuals to obtain full-time-equivalent perquisites while pursuing private practice income generation away from the relevant site; thus, off-site clinical activity is not anticipated and must be disclosed. Failure to disclose this information in a timely fashion may be grounds for termination of an academic appointment.
10. *Academic freedom* is defined as: the freedom to examine, question, teach, and learn, and the right to investigate, speculate, and comment without reference to prescribed doctrine, as well as the right to criticize the University and society at large. Specifically, and without limiting the above, *academic freedom* entitles eligible clinical faculty members to have University protection of this freedom in carrying out their academic activities, pursuing research and scholarship and in publishing or making public the results thereof, and freedom from institutional censorship. *Academic freedom* does not require neutrality

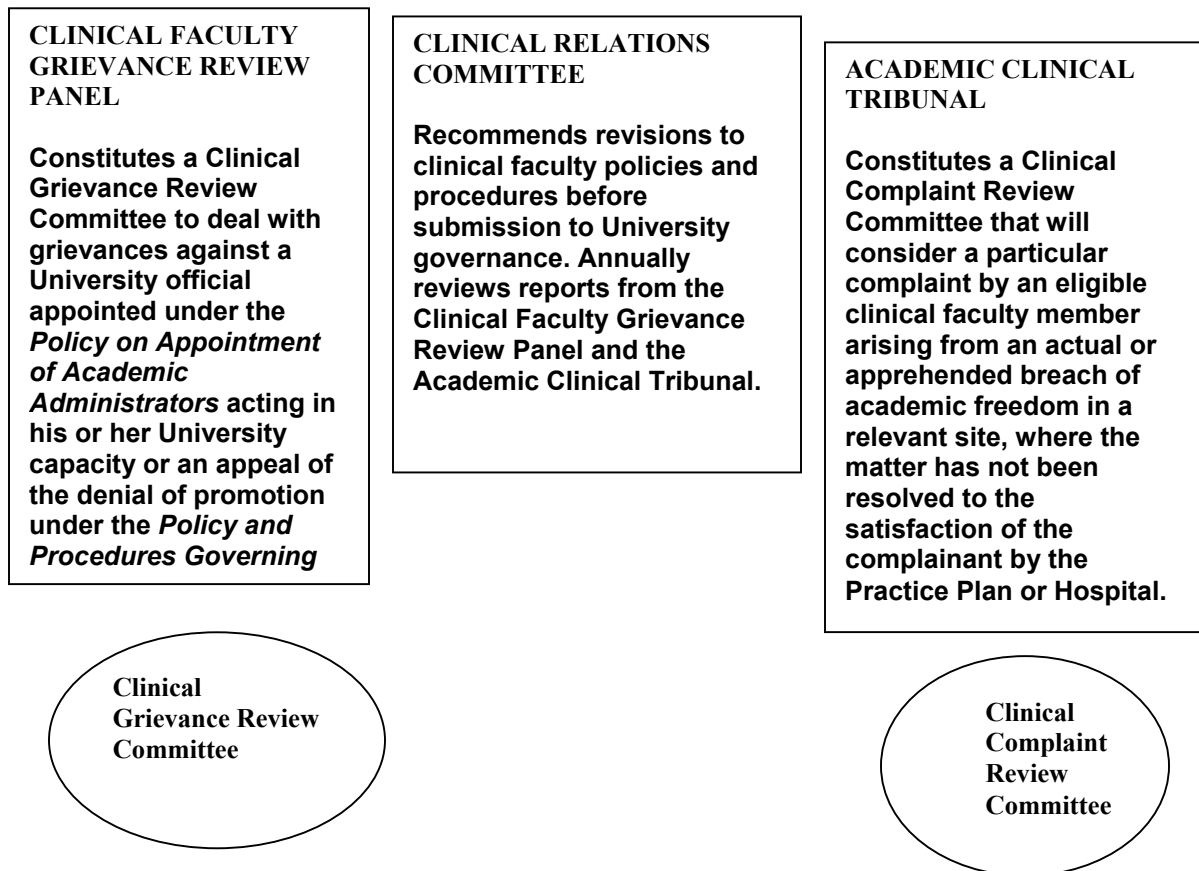
on the part of the individual nor does it preclude commitment on the part of the individual. Rather *academic freedom* makes such commitment possible.

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

11. *Self-Report(ing) of Professional Conduct* is required of all clinical faculty members. It involves a clinical faculty member reporting to their University Chair information that may be relevant to a clinical-academic appointment including, but not limited to, if they have been convicted of a criminal offence, if they have been found guilty of incompetence, negligence or any form of professional misconduct by a court or the CPSO's Discipline Committee or Fitness to Practice Committee, and if the physician is the subject of an Inquiry by the Discipline Committee or Fitness to Practice Committee. It is expected the clinical faculty member will make such a report within 7 working days of his or her receipt of notification or knowledge of the conviction or of the inquiry by the CPSO Discipline Committee or Fitness to Practice Committee.
12. *Certificate of Professional Conduct* is issued by the College of Physicians and Surgeons of Ontario (CPSO) and contains sensitive information including, but not limited to, the physician's qualifications as known to the CPSO; class of certificate of registration; specialty qualifications; if the physician is or is not the subject of an Inquiry by the Discipline Committee or Fitness to Practice Committee; if the physician has been the subject of proceedings before the Discipline Committee or Fitness to Practice Committee in the past six years and the outcome of those proceedings; and restriction or cancellation of privileges by a Board of Governors of an Ontario hospital in the past ten years (due to incompetence, negligence or any form of professional misconduct). All clinical faculty are required to obtain the *Certificate* at the time of their first University appointment. If the clinical faculty member has already obtained such a *Certificate* for the purposes of hospital credentialing, a photocopy of the document from the hospital is acceptable.
13. *Fully affiliated teaching hospitals* are designated as such and have University-Hospital affiliation agreements.
14. *Partially affiliated teaching hospitals* are teaching hospitals that are designated by the University as being affiliated to some extent with the University.
15. *University or academic administrators* are individuals who hold University administrative appointments pursuant to the University Policy on Appointment of Academic Administrators (October 30th, 2003).
16. *Hospital administrators* for the purposes of Procedures 4.0 shall include clinical faculty who are designated as the executive most responsible for oversight of practice plans, Division Chiefs and those in higher senior administrative positions.

17. University shall mean the University of Toronto
18. University *perquisites* include eligibility for education benefits at the University of Toronto, including but not limited to tuition support for dependents, and for discounted Joint Memberships (athletic facilities and Faculty Club), and such other perquisites established by the Vice-President and Provost in consultation with the Dean of Medicine and the *Clinical Relations Committee*.
19. *Dean* shall refer to the Dean of Medicine or his or her delegate.
20. *Vice-Provost – Relations with Health Care Institutions* shall refer to the Vice Provost Relations with Health Care Institutions or his or her delegate.
21. Clinical Faculty Grievance Review Panel, composed of members appointed by the President after consultation with the *Clinical Relations Committee*, constitutes a Clinical Grievance Review Committee to hear a particular grievance involving a decision made by a University official appointed under the *Policy on Appointment of Academic Administrators* acting in his or her University capacity. This includes hearing an appeal of the denial of academic promotion of a full-time or part-time clinical faculty member (*University Policy and Procedures Governing Promotions*). See Figure 1 and Procedures 4.0 for terms of reference.
22. The *Academic Clinical Tribunal*, composed of members appointed by the President after consultation with the *Clinical Relations Committee*, constitutes a Clinical Complaint Review Committee to hear a particular complaint by an *eligible clinical faculty* member arising from an alleged breach of *academic freedom* in the *Conforming Practice Plan* or *relevant site*, where the matter has not been resolved to the satisfaction of the complainant by the Practice Plan or relevant site. See Figure 1 and Procedures 4.0 for terms of reference.
23. *The Clinical Relations Committee* is responsible for recommending to the Provost policies and procedures related to the definition of categories of clinical faculty; appointment of clinical faculty; composition of the *Clinical Relations Committee* itself, including any additions to the Committee to accommodate other sites or stakeholders; revisions to the principles for Conforming Practice Plans; dispute resolution mechanisms for clinical faculty; and recommending to the President nominees for the *Clinical Faculty Grievance Review Panel* and *Academic Clinical Tribunal*. The Committee shall also review annual reports from both those dispute resolution bodies. See Figure 1 and Procedures 4.0 for terms of reference.

Figure 1. DEPICTION OF THE PANELS, COMMITTEES, AND TRIBUNAL



2.0 CATEGORIES OF APPOINTMENT AND CRITERIA

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I Purpose of the Procedures

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

II Guiding Principles for the Establishment of the Categories of Appointments

1. The categories of appointments, the criteria, and the conditions shall be based on academic job descriptions and not on pay sources.
2. The categories of appointments, the criteria, and the conditions shall reflect academic roles.
3. Major academic participation generally requires that the appointee: (a) participates in a *Conforming Practice Plan* or is employed full-time in a *relevant site* with an *academic job description*; and (b) is appointed in a fully-affiliated teaching hospital, an affiliated department or service in a partially-affiliated hospital, or a formally-affiliated teaching practice in the community.
4. Type of appointment is based, in part, on whether the individual's practice plan has been disclosed to and is acceptable to the *Dean* or to the relevant Departmental chair acting as the *Dean's* delegate. For purposes of these procedures, these will be termed "*Conforming Practice Plans*" (see Procedures 1.0, Section II (2) for the definition).

5. Type of appointment is based, in part, on whether the individual clinical faculty member has a full time appointment within a *relevant site* with a *Conforming Practice Plan* (or its equivalent).
6. Access to the *Clinical Faculty Grievance Review Panel* requires that the appointee be Full- Time Clinical Academic or Part-Time Clinical Academic and have at least 20% of their professional working time devoted to *academic work* and have an approved *academic job description*.
7. Access to the *Academic Clinical Tribunal* is extended to appointees who have *Full Time Clinical Academic Appointments*. In some instances, appointees who have *Part-Time Clinical Academic Appointments* or are working in a post-retirement off-payroll capacity will have access to the *Academic Clinical Tribunal*; and this decision will be based on the specific criteria as set out in these Procedures (see 2.0 III 9).

III Introduction to Academic Appointments

Categories:

1. There are three categories of appointment for Clinical Faculty Members: *Full Time Clinical Academic Appointment*; *Part-Time Clinical Academic Appointment* and *Adjunct Clinical Academic Appointment*.
2. Each of the categories has differing amounts of time for *academic work* (see definition in *Procedures 1.0, section II*). Those who are *Full Time Clinical Academic Appointments* devote 80% or more of their professional working time to academic work; *Part-Time Clinical Academic Appointments* devote 20% or more, but less than 80% of time for academic work; and *Adjunct Clinical Academic Appointments* devote less than 20% of time.
3. All *Full-Time and Part-Time Clinical Academic Appointments* have an approved *academic job description*. See *Procedures 1.0, Section II (3)*. As notes above, some clinical faculty do not currently have job descriptions,, or if they do, the job description may no longer accurately reflect their responsibilities. Over time the University will use its best efforts to ensure that an accurate and mutually-agreed job description exists for every clinical faculty member holding a full-time or part-time appointment.
4. 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.
5. See Tables 1 to 3 as well as Section VI for fuller details.

Main Criteria and Appointment Specifics

6. Each of the three categories of clinical academic appointments is based on different criteria and has differing kinds of relationships with the University.
7. *Any Full-Time or Part-Time Clinical Academic appointee* has access to the *Clinical Faculty Grievance Review Panel* which hears grievances involving an allegation of a breach of policy or procedure made against a University official appointed under the *Policy on Appointment of Academic Administrators* acting in his or her University capacity.
8. All individuals appointed to *Full-Time Clinical Academic Appointments* must participate in a *Conforming Practice Plan* or its equivalent. All such individuals must also meet the criteria for access to the *Academic Clinical Tribunal*, viz: the *Conforming Practice Plan* and the *relevant site* explicitly accept the University's role in protecting academic freedom and the jurisdiction of the *Academic Clinical Tribunal*; there are acceptable multi-level internal dispute resolution systems for all disputes with appropriate and clear timelines for complaints and responses; and the *Conforming Practice Plan* and the *relevant site* have harmonized institutional research policies.
9. As part of the terms of appointment or re-appointment for clinical faculty, the *Dean* may extend access to the *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 *Academic Clinical Tribunal* as set out in Section III (8) above. Individuals previously holding a Full-Time appointment who are past the University's normal retirement age and off the University payroll, but continuing to work clinically or academically at an affiliated site, will be granted access to the *Academic Clinical Tribunal* on the same basis. In no such instances will such access be granted after initiation of a dispute. Rather, at the outset of an appointment or effective on the anniversary of an existing appointment the *Dean* or delegate shall specify the terms and conditions of this access in writing to the appointee and the relevant site.
10. Tables 1 - 3 summarise the various appointments, the main criteria and the main particulars. See also Section VI for fuller details.

Terms of Appointment and University Perquisites

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

IV Applicability

1. These Procedures concern *Clinical Faculty* [See Procedures 1.0, Section II for definition.]³ These clinical faculty procedures are not applicable to those in the tenure-line University-salaried faculty positions nor do they apply to those who do not meet the definition of "clinical faculty" (Section 1.0, II (7), such as clinical associates who do not have academic appointments.
2. For Chairs of departments and Directors of an Academic Centre or Institute, both these procedures and the University *Policy on Appointment of Academic Administrators* shall be followed, and if there is a conflict between them, to the extent of the conflict, the Policy shall apply. For Joint Hospital-University Endowed Chairs and Professors, both these procedures and the University's *Policy on Endowed Chairs, Professorships, Lectureships, and Programs* shall be followed.
3. While it is expected that the categories of appointments will be implemented in a timely manner, as noted above existing agreements and contracts may prohibit the immediate implementation of this system for all current appointees.

V Approval Process for Appointments

1. The *Dean* as the Provost's delegate shall approve all *Full-Time Clinical Academic Appointments* and *Part-time Clinical Academic Appointments*.
2. The *Dean* or the *Dean's* delegate shall approve all *Adjunct Clinical Academic Appointments*.
3. Candidates for *Full Time Clinical Academic Appointment* shall be identified through an appropriate search and/or appointments committee accepted by the Chair. In cases where it is impractical to convene a search committee or where the relevant site's own processes for appointments are used and are acceptable to the University Chair, the appointment must still be reviewed by a University departmental appointments committee before approval of the appointment is recommended to the *Dean*. In the absence of review by a University departmental committee, the *Dean's* Full-Time Appointments Advisory Committee will recommend approval of appointments to the *Dean* after submission by the Chair.

³ Where a member of clinical faculty has a secondary appointment in a non-clinical department, he or she is expected to respect those Departmental policies. However, he or she is otherwise governed by these clinical faculty policies unless other agreements have been made or the matter concerns work related to their appointment to the School of Graduate Studies (SGS).

Table 1. Summary of the Full Time Clinical Appointment

Term	Main Criteria	Specifics
<p>Renewable annually; termination only for cause after probation</p> <p>First three years, at minimum, are probationary</p> <p>[Probation is extended pro rata to the equivalent of three full years if the appointment is held as a <i>Full-time equivalent</i>).</p>	<p>Engage in <i>academic work</i> for at least 80% of their professional working time*.</p>	<p>The appointee will:</p> <ol style="list-style-type: none"> 1) meet the main criteria; 2) work as Medical-Dental staff holding appointments that confer active privileges in a fully affiliated hospital with harmonized <i>institutional research policies</i>; 3) participate in a <i>Conforming Practice Plan</i> or be salaried from a fully affiliated teaching hospital; 4) have no outside clinical or other employment without the permission of the Departmental chair; 5) have an approved <i>academic job description</i>. <p>The appointee shall:</p> <ol style="list-style-type: none"> a) respect applicable Departmental, Faculty and University policies; b) obtain a <i>Certificate of Professional Conduct</i> at the time of the initial University appointment c) <i>Self-Report on Professional Conduct</i> d) have access to the <i>Clinical Faculty Grievance Review Panel</i>; e) have access to the <i>Academic Clinical Tribunal</i>. <p>The <i>Dean</i>, in unusual circumstances, may approve someone for this appointment who does not meet conditions (2) or/and (3). However, such an appointment will only be granted if the relevant site chief and Chair can provide written evidence that his/her circumstances of employment or practice meet the criteria for access to the <i>Academic Clinical Tribunal</i> as set out in Section III (8).</p> <p>The University perquisites:</p> <ol style="list-style-type: none"> a) Eligible for perquisites as a function of job description and extent of commitment to academic work. b) <i>Full-time equivalent</i> appointments have university perquisites pro-rated to the proportion of academic activity.

The individual may work part time but devote 80% or more of their professional working time to *academic work*. This is called a *Full-time equivalent*.

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

Term	Main Criteria	Specifics
One year, renewable at the discretion of the Departmental Chair	Engage in <i>academic work</i> for less than 80% of their professional working time but for 20% or more.	<p>The appointee will:</p> <ol style="list-style-type: none"> 1) meet the main criteria; 2) work part-time as Medical-Dental staff (or its equivalent) in one or more of these sites: a fully affiliated teaching hospital, a partially affiliated hospital, an affiliated community practice or a community clinic; 3) often have outside clinical or other employment; 4) have an approved <i>academic</i> job description. <p>The appointee shall:</p> <ol style="list-style-type: none"> a) respect applicable Departmental, Faculty and University policies b) obtain a <i>Certificate of Professional Conduct</i> at the time of the initial University appointment c) <i>Self-Report on Professional Conduct</i> d) have access to the <i>Clinical Faculty Grievance Review Panel</i> <p>As part of the terms of appointment or re-appointment for clinical faculty, the <i>Dean</i> may extend access to the <i>Academic Clinical Tribunal</i> if the appointee can provide written evidence that his/her circumstances meet the criteria for access set out in Section III (8). In these instances, the <i>Dean</i> shall specify the terms and conditions of this access in writing to the appointee and the <i>relevant site</i>.</p> <p>Not eligible for University perquisites.</p>

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

Table 3. Summary of Adjunct Clinical Academic Appointment

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

1. Full-Time Clinical Academic Appointment

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

All full-time appointees to Medical-Dental staff holding appointments that confer full privileges at fully-affiliated hospitals are expected to meet the criteria for a *Full Time Clinical Academic Appointment*. As a corollary, a Full-time Academic Appointment usually entails work at a site or sites with a formal and full affiliation agreement with the University, such that the site(s) accept(s) the jurisdiction of the *Academic Clinical Tribunal*.

As noted, in unusual circumstances, the *Dean* may allow appointees other than those defined in Table 1 to be appointed in a *Full-Time Clinical Academic Appointment* [see Section III 4].

- (ii) Probation for New Full-Time Clinical Academic Faculty

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

During the probationary period, the department may, at its discretion, conduct a performance review at the end of the first and/or second year.

The decision as to continuation of an appointment beyond the probationary period should be made by a committee of senior departmental members. A departmental appointments/promotions committee may serve this function, or the departmental chair may constitute a separate committee. The names of the committee members must be made known to the department and to the candidate. It is incumbent on the candidate to identify any perceived conflicts of interest on the part of any committee member in advance of 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 shall review the performance of the Appointee after the end of the third year (or final year for those who are *Full-time equivalent*) and not later than the end of the fifth year (or 2 years after the final year for those who are *Full-time equivalent*).

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

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

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

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

A decision regarding renewal or any extension of the probationary period must be given in writing.

If the committee recommends in favour of transfer, the Departmental Chair shall send the recommendation to the *Dean* for approval. If the committee decides against transfer, their recommendation shall be sent by the Chair to the *Dean*. The *Dean* shall in usual and customary circumstances accept the recommendations of the committee, but has the discretion not to do so.

- (iii) Term of Appointment. The first three years are probationary (extended pro rata to the equivalent of three full years of service if the appointment is held as a *Full-time equivalent*) with no obligation or expectation of continuation or renewal. If the appointee is successful, those holding this appointment will have continuing annual appointments with expectation of renewal unless the University can demonstrate cause for non-renewal based on performance. The annual re-appointment reflects the requirement for annual re-appointments to Medical-Dental Staff under the Public Hospitals Act, and as a matter of fairness, is applied to all full-time clinical faculty regardless of whether their primary clinical setting is a public hospital or not. Although a University continuing appointment to

clinical faculty does not confer a tenure line appointment, there is eligibility for renewal until the University's age of retirement. Post-retirement off-payroll extensions depend on continuation of clinical privileges or a scientific appointment at the relevant site; see Section VIII, Professors Emeriti and Post-retirement Off-payroll Continuation. As the terms of the appointment and ability to meet expectations are related to staff appointment in a relevant site, the University appointment will, terminate if the corresponding staff appointment in an eligible site terminates. See section IX below, and Procedures 3.0 for guidance regarding disputes.

- (iv) Appointment Rank and Promotion. Those holding *Full-Time Clinical Academic Appointments* may be appointed at the rank of Lecturer, Assistant Professor, Associate Professor, or Full Professor. Promotion in rank is expected but not required. Promotion of *Full-Time Clinical Academic Appointments* is governed by the University's *Policy and Procedures Governing Promotions* (April 20 1980; Policy #3.01.05) and the Faculty of Medicine's *Academic Promotions Manual* (the version for the academic year in which promotion is sought). The procedures to deal with appeals concerning the denial of promotion are outlined in Procedures 3.0, Section III 2.
- (v) Provision of University Perquisites. Entitlement to perquisites is a function of job description, whether the appointee has outside employment, and the extent of commitment to *academic work*, not paymaster. For Full-Time appointees who are on *Full-Time Equivalents*, University Perquisites are pro-rated to the proportion of academic activity.

2. Part-Time Clinical Academic Appointment

- (i) General Criteria. Table 2 outlines the criteria for this appointment. The relevant site is a fully University-affiliated hospital, a partially-affiliated hospital, or an affiliated community practice or a community clinic. In the latter three instances, the appointee's department or program must be covered under the University-hospital or a University-clinic affiliation agreement. Appointees may work part-time at the site (or in a combination of these sites). Those holding a *Part-Time Clinical Academic Appointment* are not normally eligible for a full appointment in the University's School of Graduate Studies, although they may, if appropriate, be appointed with associate status subject to the approval of the graduate chair and the School of Graduate Studies.
- (ii) Term of Appointment. The term of appointment is for one-year. All appointments of Part-time clinical faculty are term appointments that are renewed at the discretion of the Chair. For those physicians holding a Medical-Dental staff appointment that confers full privileges, the application for renewal will occur at the time this staff appointment is renewed.

- (iii) Appointment Rank and Promotion. Promotion in rank is governed by the University's *Policy and Procedures Governing Promotions* (April 20 1980; Policy #3.01.05) and the Faculty of Medicine's *Academic Promotions Manual* (the version for the academic year in which they seek promotion). Promotion of Part-Time Appointees is possible but not expected. The procedures for dealing with appeals concerning the denial of promotion are set out in Procedures 3.0 III.
 - (iv) Provision of University Perquisites. Those holding a Part-Time Clinical Academic Appointment are not eligible for University Perquisites.
3. Governance Issues for Full- and Part-Time clinical faculty. Those holding a Full-Time or Part-Time Clinical Academic Appointment must respect applicable Departmental, Faculty and University policies as amended from time to time, including Faculty of Medicine's *Principles and Responsibilities Regarding Conduct of Research*. These appointees are also governed by the research policies and procedures of the University-affiliated hospital or the University where the research is undertaken unless stated otherwise in those policies. These appointees shall also be governed by the financial policies and procedures of the site responsible for administering applicable research funds.

Full-time and Part-time clinical faculty have access to the *Clinical Faculty Grievance Review Panel* (see Procedures 3.0) for binding resolution of those disputes where it is alleged that a University official appointed under the *Policy on Appointment of Academic Administrators* (e.g., Chair or Dean) acting in his or her University capacity failed to follow applicable University policies or procedures. Full- and part-time clinical faculty shall also have access to the *Clinical Faculty Grievance Review Panel* to hear an appeal of the denial of promotion (University Policy and Procedures Governing Promotions).

All those holding a *Full-time Clinical Academic Appointment* shall have access to the *Academic Clinical Tribunal*. In some circumstances, an individual holding a *Part-Time Clinical Academic Appointment* shall have access to the *Academic Clinical Tribunal*; however, the specific terms and conditions of this access shall be documented in a letter to the appointee, his or her departmental Chair and relevant site [See Section III (8) and III (9)].

4. Adjunct Clinical Academic Appointment

- (a) Such appointees participate in academic programs in only a limited manner. The appointees' responsibilities to the University are secondary to their main responsibilities and their principal site of work is neither the University nor a University affiliated teaching hospital. Those holding an Adjunct Clinical Academic Appointment would not normally be eligible either for an appointment in the School of Graduate Studies or to have a research grant administered through the University of Toronto. The academic rank is typically at the Lecturer level, although other ranks are possible.

- (b) The terms of appointment with the University state expectations, responsibilities, and duration and the continuation of the University appointment is at the discretion of the Departmental Chair.
- (c) 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.

VII Leaves of Absence

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

VIII Professors Emeriti and Post-Retirement Off-payroll Continuation

As regards employment by the University of Toronto, the usual retirement age in force at the time will apply to all clinical faculty. However, the University of Toronto allows for a post-retirement rank to those who retire from the University payroll at the academic rank of Professor. The post-retirement rank is that of Professor Emeritus and this appointment may be held full-time or part-time, and the University Policy on Appointment of Professor Emeritus shall apply. For the purpose of this clinical faculty Policy, Professors Emeriti do not need to hold a Medical-Dental staff position at a Hospital, but they may do so, with teaching duties as assigned, if the hospital chief and Department Chair concur. Clinical faculty who do not reach the rank of Professor are not eligible for the Professor Emeritus title, but may similarly retain a full-time or part-time post-retirement faculty appointment provided first that they also retain an appointment to either the active Medical-Dental Staff of a relevant site, or the scientific staff of a teaching hospital or affiliate research institute, and provided further that the relevant site chief and chair concur. Allocation of University space and academic involvement with students for Emeritus Professors and other post-retirement clinical faculty is at the discretion of the Chair and Dean. For determination of access to the Academic Clinical Tribunal for post-retirement appointees, see criteria above.

IX Termination and Denial of a University Appointment

1. Because an intimate connection between clinical role and academic appointment is fundamental to the definition of a clinical faculty appointment, those holding a *Full-Time Clinical Academic Appointment* or *Part-Time Clinical Academic Appointment* must remain on Medical-Dental staff holding an appointment that confers full privileges at the

relevant site, or maintain arrangements that are explicitly agreed and approved as equivalent in a community clinical setting. The Public Hospitals Act sets out steps and appeal procedures for termination of an appointment to the Medical-Dental Staff of any public hospital in Ontario. If, pursuant to the Act, the appointment at the *relevant site* is withdrawn or declined or terminated, the University cannot maintain an academic appointment. Conversely, if the University terminates the academic appointment, a fully affiliated hospital is obligated to terminate the staff appointment of the clinical faculty member.

2. The University has discretion to elect not to renew probationary appointments or part-time clinical faculty appointments at the relevant year-end. Except where a staff appointment at a *relevant site* is terminated by that site, *Full-time clinical academic appointments* may only be terminated before the end of the probationary period or during the appointment for cause. Similarly, except where a *Part-time clinical academic appointment's* University clinical appointment is terminated because of appointment termination at a *relevant site*, these appointees can only be terminated before the relevant year-end for cause.
3. If the termination of the appointment at the relevant site involves an allegation of breach of academic freedom, and if the clinical faculty member has access to the *Academic Clinical Tribunal*, then his/her academic appointment shall not be revoked until the Tribunal has completed its adjudication of the matter.
4. For purpose of these Procedures, and depending on the circumstances, cause may include, but is not limited to: research misconduct; violation of sexual harassment and non-discrimination policies; a criminal conviction that undercuts the appointee's ability to fulfill an academic role; failure to reveal a relevant criminal conviction; failure to reveal a finding of incompetence, negligence or professional misconduct or other failure to self-report; inability to carry out reasonable duties; failure to maintain reasonable competence in his or her discipline, including, without limitation, competence in teaching and research as adjudicated by peers; professional misconduct; refusal to participate in a conforming practice plan by faculty who are appointed in the full-time stream; and, for practice plan administrators, bad faith in responding to adverse findings by the *Academic Clinical Tribunal* (see Procedures 3.0, IV, 13-14). Termination of a University appointment may be grieved as per the procedures in Procedures 3.0, III.

END OF PROCEDURES 2.0

3.0 PROCEDURES FOR DEALING WITH ACADEMIC DISPUTES

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

I Purpose of the Procedures

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

II Applicability and Governance

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

III Dealing with Disputes Primarily Concerning the University

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

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

2. Appeals concerning the denial of promotion will use the procedures outlined below. 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 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: (a) Step 1 against the denial at the department level; (2) Step 2 against the denial at the faculty/decanal level; (3) Step 3 against the denial at the provostial level; and (4) Step 4 against the denial at the presidential level.
3. So long as the *Policy and Procedures: Sexual Harassment* adopted by the Governing Council on April 13, 1993, remain 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 constitute a grievance under these Procedures, notwithstanding Section III (1). Complaints of sexual harassment may in such instances be made under the provisions of the *Policy and Procedures: Sexual Harassment*.

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 her or his University capacity, the University policy will normally apply. Decisions as to which policy will be followed in a complaint of sexual harassment against a clinical faculty member are made according to 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*.

A complaint regarding procedures used or decisions taken under the authority of the University *Policy and Procedures: Sexual Harassment* shall not constitute a grievance under these Procedures. 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.

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

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

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

- (d) Step No. 4. Failing a satisfactory resolution of the grievance under Step No. 3, the grievor may refer the matter to the *Clinical Faculty Grievance Review Panel*, with notice to the Vice Provost (Relations with Health Care Institutions) and the President of the University within a period of fifteen (15) working days after the written decision has been given under Step No. 3. This notice of intention to proceed to the *Clinical Faculty Grievance Review Panel* shall contain the details of the grievance, a statement of the issue in dispute, and a statement of the type of remedy sought by the grievor.

- 11. In cases using the grievance procedures outlined in Section III (10a to 10d), the grievor starts at the level at which the decision was made (even if this is a later stage) and proceeds up from that level with the earlier steps being automatically bypassed.

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

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

V University Dispute Resolution Mechanism for Complaints Concerning Academic Freedom

- 1. Where an *eligible clinical faculty* member has a dispute relating to their *Conforming Practice Plan* or *relevant site* which involves a particular complaint arising from an alleged breach of academic freedom, the following principles, processes and timelines apply.
- 2. An earnest effort shall be made to settle complaints fairly and promptly. As well, a clinical faculty member may be accompanied by a representative of his or her choice at any step in the complaint procedure, if he or she so desires.

3. Time limits must be followed unless extended as outlined here. If the complainant fails to meet a time limit, the complaint will be considered abandoned and will not be processed further. If the complainant brings evidence to the relevant University official that the administrative official of the *Conforming Practice Plan* or *relevant site* has failed to respond within the time limits specified under any step in the procedures below, the complainant may automatically move to the next step involving that official. Notwithstanding the foregoing, the time limits may be extended by mutual consent of the complainant and the administrative official designated at the appropriate steps which follow, or, in exceptional circumstances, by the *Academic Clinical Tribunal* which may decide to entertain a complaint provided that the *Tribunal* is satisfied that neither the complainant's nor the *Conforming Practice Plan's* or *relevant site's* position has been substantially prejudiced by the delay and there are reasonable grounds to do so.
4. Wherever an official is specified in this procedure, a designate may be appointed to act.
5. Where the complainant is the Department Chair, if he or she is unable to resolve the matter informally, the complaint may go directly to an enquiry by the *Dean* as set out below.
6. Informal Resolution at the first Administrative Levels (Stage 1) Stage 1 involves an attempt to resolve the allegation informally at the first administrative level having the authority to dispose of it. Clinical chiefs or practice plan heads may be asked to assist. If the *eligible clinical faculty member* has an appointment in the hospital's Research Institute, it would be appropriate to involve the first administrative level in that facility in helping to resolve the allegation. There must be clear timelines for presentation of allegations and responses by the relevant decision-makers.
7. Intervention by Chair or Delegate (Stage 2) If a matter is not resolved through the informal means above, the *eligible clinical faculty member* shall give notice requesting the Department Chair to intervene. This notice shall be given to the Chair within twenty (20) working days of receiving the decision of the hospital department chief or equivalent. The Chair or delegate has a duty to interview the *eligible clinical faculty member*, and seek to facilitate a resolution of the matter by working with all involved.
8. Chair is site Chief or Otherwise Conflicted Where the Department Chair is the relevant site Chief, or is otherwise perceived to be conflicted by the eligible clinical faculty member, the faculty member shall ask the *Dean* to involve another academic administrator who is able to play a neutral role in facilitating resolution of the dispute. It is also incumbent on the involved Chair to recognize such real or perceived conflicts of role or interest, and to notify the *Dean* of his/her recusal as appropriate.
9. The Department Chair may achieve resolution without referral through the internal mechanisms of the *Conforming Practice Plan* or *relevant site*, or it may be necessary to trigger the plan or site's own dispute resolution mechanisms at this stage.
10. The exact nature of the internal mechanisms of the *Conforming Practice Plan* or *relevant site* cannot be prescribed by the University. For example, under some hospital dispute resolution

procedures, allegations are first considered at a senior level, with subsequent appeal to the Chief Executive Officer and thence to the hospital board. However, the principle is that the plan or site must either make allowance for guidance from the *Academic Clinical Tribunal (Stage 4)* before final disposition of any appeal, or be committed to a further review of a matter taking fully into account the Tribunal's findings (see sections 13 and 14 below). In all cases, the Department Chair shall seek resolution within no more than twenty (20) working days of receiving the complaint.

11. Where the *eligible clinical faculty* member has completed stages 1 and 2 (see sections 6 and 7 above) with the support of the Department Chair or an alternate, and if the alleged breach of academic freedom has not been resolved to the satisfaction of the *eligible clinical faculty* member, he or she may make a written complaint to the Dean of the Faculty of Medicine. This complaint would normally be made after the complainant has availed himself or herself of the intervention of the Department Chair, been apprised of the verdict from the second-to-last step in the internal dispute resolution mechanisms of the *Conforming Practice Plan* or *relevant site*, but remains unsatisfied. However, where the eligible clinical faculty member perceives that he or she is subject to reprisals by virtue of invoking the dispute resolution mechanism of the clinical setting, or where he or she has evidence to suggest that the mechanism is biased, or where there have been unreasonable delays in responding to her/his concerns, a written complaint to the *Dean* may be made at any time.

12. Inquiry by *Dean* or Delegate (Stage 3).

- (i) Where a complaint has been made in writing to the *Dean*, the first step in the process is an inquiry by the *Dean*.
- (ii)
 - (a) The *Dean's* role is not to adjudicate but simply to make a preliminary assessment as to whether there is some basis for the complaint. As part of this review, the *Dean* will examine the progress of the matter through the internal dispute resolution mechanism followed by the *Conforming Practice Plan* or *relevant site*.
 - (b) The *Dean* collects factual information and expeditiously reviews it and consults with people having relevant information regarding the complaint.
 - (c) The *Dean* will attempt to resolve the complaint. If the allegations can be resolved to the satisfaction of all parties, the *Dean* will formally document this in a letter co-signed by all parties, to be kept in a confidential manner in the departmental office.
 - (d) If the *Dean* cannot resolve the complaint, she or he shall refer the matter to the *Academic Clinical Tribunal*, with notice to the Provost and to the *Conforming Practice Plan* or *relevant site* involved, outlining the nature of the allegation and all action taken to date.
- (iii) In the initial inquiry, the *Dean* or delegate should be vigilant not to permit personal conflicts between colleagues to obscure the facts and divert attention from the substance of the allegation.

- (iv) If a conflict of interest becomes apparent involving the *Dean*, then the case shall be referred to the Provost. The *Dean* is expected to be vigilant about her/his own potential or actual conflicts of interest, and recuse himself/herself as appropriate.
- (v) The inquiry will ordinarily be completed within 20 working days of its initiation.

13. Academic Clinical Tribunal (Stage 4)

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

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

- (i) Where the *Clinical Complaint Review Committee* makes a finding of fact that there has been a breach of academic freedom, this should in the first instance be referred back immediately to the last decision-making level within the *Conforming practice plan* or *relevant site* that considered the matter. This individual, group or committee must dispose of the matter within fifteen (15) working days. If the matter moves on through the *Conforming Practice Plan/relevant site* dispute resolution process, it must be considered within their written specified time periods.
- (ii) If the matter is not considered by the *Conforming Practice Plan/relevant site* dispute resolution process within the relevant time periods, the complainant can request the

Clinical 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 10 working days to achieve a satisfactory settlement with the complainant, failing which the Committee shall proceed to make its findings public.

- (iii) In the event that the *Conforming Practice Plan* or *relevant site* fails to take any remedial action in the face of a finding of a breach of *academic freedom*, the Vice Provost - Relations with Health Care Institutions has a duty to intercede with the governance of the practice plan or Chief Executive of the hospital (or equivalent in the relevant site) and if this does not result in any remedial action, the University President, has a duty to intercede with the hospital Board (or equivalent in the relevant site), seeking a prompt resolution of the matter.

VI Indemnification

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

VII Clinical Faculty Advocate

- 1. As stated above, clinical faculty may be accompanied by an advisor of their choice at any stage in the dispute resolution processes. To ensure that clinical faculty have rapid and cost-effective access to an advocate who can help them when they have concerns that might lead to academic grievances or allegations of a breach of academic freedom, the Medical Staff Association Presidents will collectively retain an individual to serve as 'Clinical Faculty Advocate'.
- 2. The Clinical Faculty Advocate will be a colleague who is respected by all four clinical estates for her/his deep understanding of clinical and academic issues, has been trained in dispute resolution techniques, is recognized for her/his diplomacy and advocacy skills, and is committed both to due process and to the fair and efficient resolution of disputes that affect clinical colleagues. The Clinical Faculty Advocate must not currently hold an office that could be construed to place him/her in a conflict of interest in any dispute. The Clinical Faculty Advocate will work with the complainant or grievor to obtain expert advice as needed, including legal advice through the Canadian Medical Protective Association, from the Ontario Medical Association, or from independent counsel.

3. The funding for a stipend for the Clinical Faculty Advocate and related office costs will be shared by the University, Administrations of the fully-affiliated hospitals, and the Medical Staff Associations. The MSA presidents will consult the other estates in setting out terms for the contract to retain the Clinical Faculty Advocate, and will seek input from the other estates at time of renewal of the contract. It is understood that changes in the scope of the Advocate's role and the amount of support required for his/her functions may occur from time to time. The estates of the Clinical Relations Committee will work in good faith and in mutual interest to ensure that the Advocate role is funded appropriately. However, the Clinical Faculty Advocate will continue to be paid direct by a designated MSA, report to the MSA presidents, and ultimately be renewed by them on a consensus basis.

END OF PROCEDURES 3.0

4.0 PROCEDURES ON THE TERMS OF REFERENCE FOR PANELS, COMMITTEES AND THE TRIBUNAL

INDEX

I	Clinical Faculty Grievance Review Panel and the Clinical Grievance Review Committee
II	Academic Clinical Tribunal and the Clinical Complaint Review Committee
III	Clinical Relations Committee

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

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

3. The Clinical Grievance Review Committee

- (i) is constituted by the *Clinical Faculty Grievance Review Panel* to hear a grievance as defined above.
- (ii) shall include three members of whom two are clinical faculty members⁴ and one member is from tenured non-clinical faculty in the Faculty of Medicine.
- (iii) shall have access to all relevant written material related to the grievance and shall interview the parties to the dispute or anyone who may assist in resolving the matter.
- (iv) shall attempt to minimise friction and preserve collegial relationships and shall resort to adversarial hearings only where no other route is satisfactory. In this regard, the Committee shall have the right to recommend mediation to the parties before agreeing to consider the particular grievance.

4. The decision of the Clinical Grievance Review Committee

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

II Academic Clinical Tribunal and the Clinical Complaint Review Committee

1. Members and a Chair of the *Academic Clinical Tribunal* are appointed by the President of the University after consultation with the *Clinical Relations Committee*. No member shall be an *Academic Administrator* or *Hospital Administrator* or *Practice Plan Administrator*. One clinical faculty member will be appointed from each of the fully affiliated teaching hospitals. Three additional members will be appointed who are not

⁴ It is at the discretion of the Panel Chair and in consultation with the panellist, as to whether the panellist shall hear more than one case in an academic year. Some effort will be made to share the workload of the Clinical Grievance Review Committee amongst the members of the Clinical Faculty Grievance Review Panel.

clinical faculty members and who hold tenure at the level of full Professor in the Faculty of Medicine.

2. (i) The Tribunal shall establish its own rules of procedure as appropriate. The duty of the Tribunal is to constitute a Clinical Complaint Review Committee that will consider a particular complaint by an *eligible clinical faculty* member arising from an alleged breach of academic freedom in the relevant site, where the matter has not been resolved to the satisfaction of the complainant by the *Conforming Practice Plan* or *the relevant site*. A complaint will not be heard if the complainant has failed to avail herself or himself of the internal dispute resolution mechanisms of the *Conforming Practice Plan* or of the *relevant site* up to the second to last step.
- (ii) The terms shall be for two years with half of the membership completing their terms each year. Only those Tribunal members who have not heard any complaint(s) during their term are eligible for re-appointment to a second term.
- (iii) Members appointed to the Tribunal shall be given appropriate training.
- (iv) The Tribunal selects three of its members to constitute a Clinical Complaint Review Committee to consider a particular complaint.
- (v) Where the Tribunal concludes that it is in the best interests of the complainant and the other parties to do so, it may appoint an individual from outside the academic health sciences complex to serve as Chair of a Clinical Complaint Review Committee for a particular complaint.
- (vi) The Tribunal submits an annual report to the *Clinical Relations Committee*.
3. Clinical Complaint Review Committee is
 - (i) Constituted to consider a particular complaint by a clinical faculty member arising from an alleged breach of academic freedom in the practice plan or relevant site, where the matter has not been resolved within the second-to-last dispute resolution step of the *Conforming Practice Plan* or *relevant site*.
 - (ii) There shall be three members⁵: Two clinical members and one member from tenured non-clinical faculty.
 - (iii) The Committee shall have access to all relevant written material related to the complaint and shall interview the parties to the dispute or anyone who may assist in resolving the matter.

⁵ It is at the discretion of the Tribunal Chair and in consultation with the panellist, as to whether the panellist shall hear more than one case in an academic year. Some effort will be made to share the workload of the Clinical Complaint Review Committee amongst the members of the Academic Clinical Tribunal.

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

III Clinical Relations Committee

1. The Committee shall be chaired by the Vice Provost, Relations with Health Care Institutions and include the following individuals in the first instance:
 - The Presidents of the Medical Staff Associations of all fully-affiliated teaching hospitals (or their delegates)
 - The Chairs of the Medical Advisory Committees of all fully-affiliated teaching hospitals (or their delegates)
 - Clinical Department chairs in number equal to the number of fully-affiliated sites, appointed by the *Dean*
 - Provost or delegate
 - The CEOs or their delegates from the fully-affiliated teaching hospitals.

The *Clinical Relations Committee* is expected to review its own composition from time to time, having particular regard to potential membership by colleagues from the partially-affiliated teaching hospitals and affiliated community practices.

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

END OF PROCEDURE 4.0