



FOR INFORMATION

PUBLIC

OPEN SESSION

TO: Academic Board

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DATE: January 21, 2025 for January 30, 2025

AGENDA ITEM: 3

ITEM IDENTIFICATION:

Revisions to the Temerty Faculty of Medicine's Procedures Manual for the Policy for Clinical Faculty (2021 Edition)

JURISDICTIONAL INFORMATION:

As per section 4 of the Policy for Clinical Faculty:

Prior to implementation, ratified changes in procedures must be reported for information to the Council of the Faculty of Medicine by the Dean of Medicine, and to the Academic Board of the Governing Council of the University of Toronto by the Provost.

GOVERNANCE PATH:

- 1. Academic Board [for information] (January 30, 2025)**

PREVIOUS ACTION TAKEN:

The Temerty Faculty of Medicine's Procedures Manual for the Policy for Clinical Faculty, 2021 Edition ("Procedures") outlines the procedures for Clinical Faculty appointments, renewals, terminations, grievances, and complaints, and relationships with University Departments, practice, plans, hospitals, and academic leaders. Initially implemented in 2005, the **Procedures** were last revised in 2021.

HIGHLIGHTS:

The Clinical Faculty Grievance Review Committee (CF GRC) was activated in 2022 for the first time. The Office of Appeals, Discipline and Faculty Grievances (ADFG) and CF GRC members provided feedback indicating a need to revisit the Procedures language and processes to provide greater clarity. The Office of Clinical and Faculty Affairs took the opportunity to also make formatting and minor editorial revisions for improved readability.

Feedback and endorsement on the revisions was obtained from the following stakeholders prior to the Clinical Relations Committee (CRC) approval on November 14, 2024:

- Office of the Vice Provost, Faculty and Academic Life
- Office of Appeals, Discipline and Faculty Grievances
- TFOM Clinical Faculty Advocates
- Clinical Relations Committee - Executive

After CRC approval, the Provost and President were advised of the revised Procedures and expressed support for the major revisions. The Office of University Counsel provided legal advice throughout the revision process.

MAJOR REVISIONS:

1. Probation and Continuing Appointment Review

- Additional language in Section 3.3.1.2 to allow delays in Continuing Appointment Reviews for Full- Time Clinical Faculty due to pregnancy, parental/adoption leave, or serious personal circumstances, with a maximum delay of 2 years and further extensions considered case-by-case based on the provisions of the Ontario Human Rights Code.

2. Name Changes to Grievance Bodies

- To align with best practice terminology and central university standards.

Former Name	Revised Name
(Clinical Faculty) Grievance Review Panel	Clinical Faculty Grievance Review Committee
Clinical Faculty Grievance Review Committee	Clinical Faculty Grievance Review Panel
(Clinical Faculty) Academic Clinical Tribunal	Clinical Faculty Academic Review Committee
Clinical Faculty Complaint Review Committee	Clinical Faculty Academic Review Panel

3. Selection of the Chair of the Grievance Bodies

- The Chair will be an external, legally trained person with experience and expertise in university matters, appointed ad-hoc by the President or delegate. (The Office of Appeals, Discipline and Faculty Grievances has been delegated to make these Chair appointments.)

4. Bias in Committee and Panel Members

- Members must disclose any conflicts of interest or reasonable apprehension of bias.
- Challenges to a member's appointment on such a basis will be addressed by the Clinical Faculty Grievance Review Panel.

5. Panel Proceedings

- The Chair is a non-voting member of the Panel.
- New language guides the external legally trained Chair's role, including deciding questions of law, resolving preliminary and procedural issues, and ensuring procedural fairness to all parties.

6. Clinical Faculty Grievance Review and Academic Review Committee Membership

- Expanded to include Associate Professor and Professor ranks from both tenured and teaching streams.

7. Clinical Faculty Academic Review Committee Membership Terms

- Clarified term lengths and re-appointment provisions to allow members to gain skills and experience.

The current gap between approval by CRC and changes coming into effect after reporting to Faculty Council and Academic Board has the potential to impact grievances that have been initiated during, or around, this change period. Temerty Faculty of Medicine is seeking guidance regarding whether the above language can be revisited in the future to allow the revisions to become effective at the time of approval by the CRC while continuing to ensure appropriate and timely reporting to the Faculty Council and the Academic Board.

FINANCIAL IMPLICATIONS:

There are no financial implications.

RECOMMENDATION:

For Information.

DOCUMENTATION PROVIDED:

1. Track changes version showing the revisions to the University of Toronto, Temerty Faculty of Medicine, Procedures Manual for the Policy for Clinical Faculty
2. "Clean" final copy of the revised University of Toronto, Temerty Faculty of Medicine, Procedures Manual for the Policy for Clinical Faculty

Temerty Medicine

PROCEDURES MANUAL FOR THE POLICY FOR CLINICAL FACULTY

~~December 2021~~

Approved November 2024

Revisions approved by the **Clinical Relations Committee** on December 6, 2021

Initially approved by the **Clinical Relations Committee** on July 1, 2005

Please note licensed physicians in clinical departments in the **Temerty 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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1.0 INTRODUCTION

1.1 Rationale for the Policy for Clinical Faculty: Clinical Academic Work, Finances and Relationships

Clinical Faculty¹ 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 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). These **Procedures** may be revised with the approval of the **Clinical Relations Committee** (Section 6.3 describes voting) and concurrence of the Provost. Ratified changes in **Procedures** are reported for information to the next meeting of the **Temerty 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 (in good standing) to practice medicine in Ontario and holding an appropriate Medical Staff appointment in a TAHSN-affiliated teaching hospital, or community affiliated teaching hospital, or practicing medicine in an affiliated community practice or, less often, working in a community hospital, community clinic, industry or in a private practice setting without affiliation, and appointed as clinical faculty in a Temerty Faculty of Medicine clinical Department. All clinical faculty members belong to a clinical department, and have an academic rank, an appointment category, and an academic position description As defined in the Policy for Clinical Faculty and in Section 2.8, below.*

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**, **clinical academic appointments** and **processes**, **their categories**, Part 4 describes **academic** practice plans and Parts 5 and 6 cover dispute resolution processes.

1.3 University Context

Within the University of Toronto, the **Temerty 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 **Temerty Faculty of Medicine** and its Clinical **Departments**. Governing Council approved the **Policy** in 2005, granting authorities described in these **Procedures** to the **Dean**.

1.3.2 UNIVERSITY POLICIES

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

1.3.3 UNIVERSITY APPOINTMENTS

Academic appointments are of two general types: under general **University** policy, and under the **Policy**. 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** 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**. 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**.

1.3.4.1 **University policies and procedures that apply to Clinical Faculty**

The **Policy** and its **Procedures** apply only to **Clinical Faculty**, as do other **University** policies, procedures and standards (such as *Standards of Professional Behaviour for Clinical (MD) 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**, they are expected to respect those **Departmental** policies. However, they are 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 **Temerty 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 **Temerty Faculty of Medicine** and **University**.

2.0 KEY DEFINITIONS USED IN THE PROCEDURES MANUAL

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 Review Committee**. **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 **Temerty Faculty of Medicine** 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 **Associate Affiliated Teaching Hospitals**

are designated as such, and have a **University affiliation agreement**².

2.8 **Certificate of Professional Conduct**

issued by the College of Physicians and Surgeons of Ontario (CPSO), verifies a physician's registration and standing with the CPSO. The **Certificate of Professional Conduct** may contain information about ongoing complaint investigations, investigation outcomes, active undertakings by a member, third party information about a member, and findings of professional negligence or malpractice, settlements, and charges or convictions for offences.

2.9 **Clinical Faculty**

refers to an individual or individuals, licensed (in good standing) to practice medicine in Ontario and holding an appropriate Medical Staff appointment in a **TAHSN-Affiliated Teaching Hospital** or **Community Affiliated teaching Hospital**, or practicing medicine in an affiliated community practice or, less often, working in a community hospital, community clinic, industry or in a private practice setting without affiliation, and appointed as **Clinical Faculty** in a **Temerty Faculty of Medicine** clinical **Department**, pursuant to these **Procedures**. All **Clinical Faculty** members belong to a clinical **Department**, and have an academic rank, and **Appointment Category**, and an **Academic Position Description**.

2.10 **(Clinical Faculty) Academic Clinical Tribunal Review Committee**

composed of members appointed by the President after consultation with the **Clinical Relations Committee**, establishes a **Clinical Faculty Complaint Academic Review Committee Panel** 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 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.

2.11 **(Clinical Faculty) Grievance Review Panel Committee**

composed of members appointed by the President after consultation with the **Clinical Relations Committee**, establishes a **Clinical Faculty Grievance Review Committee Panel** 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 their **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.

2.12 **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**

² **Affiliated hospitals and clinical sites can be referenced on the Vice-Provost, Relations with Health Care Institutions webpage** (<https://temertymedicine.utoronto.ca/vice-provost-relations-health-care-institutions>)

Panel Committee and **(Clinical Faculty) Academic Clinical Tribunal Review Committee** 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.

2.13 Community Affiliated Hospitals

are designated as such, and have a **University** affiliation agreement³.

2.14 Conforming Academic Practice Plan (or Equivalent)⁴

is one that is acceptable to the **Dean** as regards adherence to the **core guiding** principles indicated in Section 4.2.

2.15 Dean

refers to the Dean of the Temerty Faculty of Medicine or their delegate.

2.16 Department

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

2.17 Departmental Appointments Committee (DAC)

advises the department chair on all clinical academic appointments.

2.18 Eligible Clinical Faculty

refers to **Clinical Faculty** who have the right to access the **(Clinical Faculty) Academic Clinical Tribunal Review Committee**. As outlined in the appointee's academic appointment letter, this presupposes acceptance of the jurisdiction of the **Tribunal Committee** by the **Conforming Academic Practice Plan (or Equivalent)** in which they participate and the **Relevant Site** at which they work. The appointee's access to the **(Clinical Faculty) Academic Clinical Tribunal Review Committee** is confirmed at the time of the academic appointment and in the renewal process.

2.19 Faculty

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

2.20 Faculty Appointments Advisory Committee (FAAC)

advises the **Dean** on clinical academic appointments and promotions from lecturer to assistant professor.

³ **Affiliated hospitals and clinical sites can be referenced on the Vice-Provost, Relations with Health Care Institutions webpage (<https://temertymedicine.utoronto.ca/vice-provost-relations-health-care-institutions>).**

⁴ An equivalent arrangement may be, for example, salary from a hospital that explicitly supports the jurisdiction of the **(Clinical Faculty) Academic Clinical Tribunal Committee** or income-sharing in an affiliated community clinic that similarly explicitly accepts the **Tribunal's Committee'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.

2.21 **Temerty Faculty of Medicine**

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

2.22 **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.

2.23 **Fully Affiliated Teaching Hospitals**

are designated as such and have **University-Hospital** affiliation agreements⁵.

2.24 **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 their **University** capacity. See Section 5.3.1 for further detail.

2.25 **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 **Temerty Faculty of Medicine**. The **University** will collaborate actively with the **Relevant Sites** with a view to ensuring that these institutional policies remain in harmony.

2.26 **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.

2.27 **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.

⁵ [Affiliated hospitals and clinical sites can be referenced on the Vice-Provost, Relations with Health Care Institutions webpage \(https://temertymedicine.utoronto.ca/vice-provost-relations-health-care-institutions\)](https://temertymedicine.utoronto.ca/vice-provost-relations-health-care-institutions)

2.28 Probation

On initial appointment to a full-time clinical academic appointment, a candidate will customarily be offered a **Probationary** appointment of three years 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 Clinical **Department Chair**. Further extensions may be granted in the circumstances described in and pursuant to Section 3.3.1.2, below.

2.29 Procedures

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

2.30 Relevant Sites

are those affiliated 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).

2.31 Self-Reporting

refers to timely reporting by **Clinical Faculty** to their **University-Clinical Department Chair** information that may be relevant to a clinical academic appointment. This can include, but is not limited to: investigation and/or conviction of a criminal offence, investigation or finding of guilt with regards to academic and/or professional misconduct by a **University** unit, investigation or finding of guilt of incompetence, negligence or any form of professional misconduct by a relevant clinical site, and/or a relevant CPSO investigative, fitness to practice or disciplinary committee. **Self-Reporting** should conform to all applicable policies and procedures, such as hospital by-laws and CPSO regulations. For greater clarity, Clinical Faculty are required to self-report any instances in which an investigator is appointed by the CPSO pursuant to s.75 of the Health Professions Procedural Code under the Regulated Health Professions Act, 1991, SO 1991, c 18.

2.32 TAHSN Affiliated Teaching Hospital

refers to a teaching hospital that is ~~both Affiliated with the University of Toronto~~ either a Fully Affiliated Teaching Hospital or an Associate Affiliated Teaching Hospital and is also a member of the Toronto Academic Health Science Network (TAHSN).⁶

2.33 University

shall mean the University of Toronto.

Commented [A1]: RATIONALE:

This language has been added to clarify (but not change) the University's expectations about when clinical faculty are expected to self-report, in light of situations that highlighted a lack of clarity in the current wording.

⁶ The *TAHSN affiliated teaching hospitals* are: Baycrest Health Sciences, Holland Bloorview Kids Rehabilitation Hospital, Centre for Addiction and Mental Health, Hospital for Sick Children, Mount Sinai Hospital, St. Michael's Hospital site of Unity Health, Sunnybrook Health Sciences Centre, University Health Network, Women's College Hospital, North York General Hospital, St. Joseph's Health Centre site of Unity Health, Michael Garron Hospital, Trillium Health Partners. Affiliated hospitals and clinical sites can be referenced on the Vice-Provost, Relations with Health Care Institutions webpage (<https://temertymedicine.utoronto.ca/vice-provost-relations-health-care-institutions>)

2.34 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.

2.35 Vice-Provost, Relations with Healthcare Institutions

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

2.36 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 Clinical **Department** Chair, normally June 30.

3.0 CLINICAL ACADEMIC APPOINTMENTS AND THEIR CATEGORIES

3.1 General Principles

Clinical Faculty will be required to comply with applicable **Departmental**, **Temerty Faculty of Medicine** and **University** policies as amended from time to time; and **Self-Report** on professional conduct (as described in Section 2.3031).

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 Equivalent)**.

Major academic participation generally requires that the appointee a) participates in a **Conforming Academic Practice Plan (or Equivalent)** or is employed full-time in a **Relevant Site** with an **Academic Position Description**; and b) is appointed in a **Fully Affiliated 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/Committee** 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/Review Committee** 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/Review Committee**; 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, part-time, and adjunct clinical academic appointments have an approved **Academic Position Description**. These **Academic Position Descriptions** should be agreed to at the time of appointment between the clinical appointee, **Relevant Site** chiefs, and the Clinical **Department** Chair. However, these may be updated from time to time, and the Clinical **Department** Chair will provide Human Resources with an updated **Academic Position Description**. 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, at least 20% 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 Clinical **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 Clinical **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 whether a physician participates in a **Conforming Academic Practice Plan (or Equivalent)**, the medical staff appointment is held at an **Affiliated Site**, and by the proportion of time dedicated to **Academic Work**. The main distinguishing criteria are as follows.

- a) Full-time clinical academic appointment – engaged in academic activities for at least 80% of their professional time and holds an active medical staff or equivalent appointment at an **Affiliated Site**, and participates in a **Conforming Academic Practice Plan (or Equivalent)**.
- b) Part-time clinical academic appointment – engaged in academic activities for 20% or more of their professional time, holds a medical staff appointment at an **Affiliated Site**.
- c) Adjunct clinical academic appointment – engaged in academic activities for a maximum of 19% of their 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 43-45-47 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 (FAAC)** 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. Promotion for full-time clinical appointees from lecturer to assistant professor is approved by the **Dean**, on the advice of the **FAAC**. Promotion of part-time and adjunct clinical appointees from lecturer to assistant professor is approved by the **Dean's** delegate and reported to **FAAC**. Promotion to associate professor or

full professor is recommended to the Provost by the **Dean**, based on criteria set out in the **Temerty 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 5.3.2.

Full-time and part-time clinical academic appointees have access to the **Clinical Faculty Grievance Review Panel Committee**, 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 their **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 **Clinical Department** Chair as being essential to the academic mission of the **Clinical Department** and **Temerty Faculty of Medicine**.

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. [4345](#).
- Must participate in a **Conforming Academic Practice Plan (or Equivalent)**.
- Must meet the criteria for access to the **(Clinical Faculty) Academic Clinical Tribunal Review Committee**, viz: the **Conforming Academic Practice Plan (or 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 Review Committee**.
- 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 Hospitals** 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 Academic Committee Tribunal~~ **Review Committee**.

- 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. 43), ~~45~~, if the **Relevant Site** Chief and Clinical **Department** Chair provide written evidence that the circumstances of employment or practice meet the criteria for access to the ~~(Clinical Faculty) Academic Clinical Tribunal~~ **Review Committee**.

3.3.1.2 **Probation** and continuing appointment review (“CAR”)

On initial appointment to a full-time clinical academic appointment, a candidate will customarily be offered a **Probationary** appointment of three years (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. 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 Clinical **Department** Chair. Full-Time Clinical Faculty may make a written request to delay their CAR past the five years based on pregnancy and/or parental or adoption leave or serious personal circumstances beyond their control such as illness or injury or barriers to their ability to conduct research. Delays may be granted for one year but not more than 2 years with the approval in writing from the Dean or Dean's delegate. Written requests by a candidate for further delays based on the provisions of Ontario Human Rights Code as amended from time to time (the “Code”) will be considered by the Dean or Dean's delegate on a case-by-case basis, it being understood and agreed that such requests must be made by the candidate in writing at the earliest opportunity (i.e. as soon as a candidate knows or reasonably ought to know that their circumstances may warrant a delay based on the provisions of the Code).

During the **Probationary** period, the Clinical **Department** Chair or delegate may, at their discretion, conduct a performance review at the end of the first and/or second year, **each Year-End**.

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 Clinical **Department** Chair for approval by the **Dean**.

Each full-time clinical academic appointee who is on **Probation** will

Commented [A2]: RATIONALE:
Wording changed to align with additional wording re option to delay

require a continuing appointment review (CAR)), ~~three to five years after the faculty appointment begins.~~). The candidate will be asked to submit an account of their **Academic Work** completed or undertaken since the time of initial appointment.

A performance review committee, consisting of senior members of the Clinical **Department**, will advise the Clinical **Department** Chair as to continuation of an appointment beyond the **Probationary** period. A **Departmental Appointments Committee** may serve this function, or the Clinical **Department** Chair may constitute a separate committee. The committee shall review the performance of the candidate after the end of the third year and not later than the end of the fifth year-, ~~unless an extension is granted as described above.~~ For those who are **Full-Time Equivalent**, the **Probationary** period is pro-rated to coincide with 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 before the committee commences its review of the candidate's performance. The performance review committee recuses any members who have a potential or actual conflict of interest.

The performance review committee will involve the relevant hospital or clinical site Chief in the review. The Chief will advise the Chief Executive or delegate 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, and to review documentation and letters of reference with appropriate care.

The performance review committee 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 **Temerty Faculty of Medicine**, does the candidate's performance merit a recommendation that:

- The candidate transfer to the system of continuing annual renewal?
- The **Probationary** period be extended?
- The **Academic Position Description** be revised?
- The appointment be terminated?

The Clinical **Department** Chair must decide which option(s) to recommend and convey that recommendation in writing to the **Dean** and the candidate within 30 working days of making that decision.

When the Clinical **Department** Chair decides not to recommend continuing yearly renewal, but to terminate the appointment, the appointment will terminate on the pre-determined date of expiry. The Clinical **Department** Chair may grant an extension beyond the expiry on a terminal basis, not to exceed twelve months; this must be agreed upon with the **Relevant Site**.

If the Clinical **Department** Chair recommends transfer to a continuing annual appointment, the Chair sends the recommendation to the **Dean** for approval. If the Clinical **Department** Chair recommends against transfer, that recommendation shall be sent by the Clinical **Department** Chair to the **Dean**.

The **Dean** accepts the Clinical **Department** Chair's recommendation usually, but has the discretion not to do so, and may review the records of the performance review committee's deliberations.

Successful transfer to a continuing annual appointment 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 2.3234; and Table 1, Page 43)45

Entitlement to **University Perquisites** is not related to an appointee's paymaster, but is a function of their appointment category, Academic Position Description, extent of and 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 2.2022 for definition), **University Perquisites** are pro-rated to the proportion of academic activity.

Commented [A3]: Rationale: This change is made to bring the language in line with the Table at the end of these Procedures.

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 Clinical **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 within the last year, a copy of the Certificate from the hospital is acceptable.

Self-Reporting (as described in Definitions 2.3031), must be made by all **Clinical Faculty** to the Clinical **Department Chair** within seven working days of receipt of notification or knowledge of 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 Clinical **Department Chair**.

3.3.1.5 Appointment or transfer to Full-Time Equivalent

A full-time clinical academic appointee may be **Full-Time Equivalent** at the time of appointment or transfer to a **Full-Time Equivalent** appointment under conditions approved by the **Dean**, and 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**. Continuation of FTE status will generally be reviewed annually.

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 Clinical **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 their professional time (see Table 1).
- Hold a Medical Staff appointment at a **Fully Affiliated Hospital** or **Community Affiliated Hospital**, with **Harmonized Institutional Research Policies**.
- Be a member of a **Conforming Academic Practice Plan (or 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 Clinical **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. 44.46
- The **Relevant Site** is a **Fully Affiliated Teaching Hospital**, a **Community Affiliated Hospital**, or an affiliated community practice. In all instances, the site at which the appointee does their **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 Review Committee** to individuals holding a part-time clinical academic appointment if the **Relevant Site** chief and the University **Department Chair** provide written evidence that the faculty member meets the criteria for access to the ~~(Clinical Faculty)~~ **Academic Clinical Tribunal Review Committee** 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 Review Committee** must be reassessed by the **Clinical 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 **Clinical Department 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 **Clinical 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 within the last year, a copy of the Certificate from the hospital is acceptable.

Self-Reporting (as described in Definitions 2.30) must be made by all **Clinical Faculty** to the Clinical **Department Chair** within seven working days of receipt of notification or knowledge of 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 Clinical **Department 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. ~~45-47~~
- 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 **Fully Affiliated Teaching Hospital**.
- If the **Academic Work** is not performed at an affiliated **Relevant Site**, then only the adjunct clinical **Appointment Category** can be used.
- Adjunct **Clinical Faculty** must have an **Academic Position Description**.
- 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, **Temerty Faculty of Medicine**. They may vote on **Departmental** matters according to **Departmental** policies and procedures.

3.3.3.2 Appointment renewal

Renewal of appointment is at the discretion of the Clinical **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 Clinical **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 within the last year, a copy of the Certificate from the hospital is acceptable.

Self-Reporting (as described in Definitions 2.30, 31) must be made by all **Clinical Faculty** to the Clinical **Department** Chair within seven working days of receipt of notification or knowledge of 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 Clinical **Department** Chair.

3.3.4 VISITING CLINICAL PROFESSOR

3.3.4.1 Appointment criteria

- Licensed to practice medicine in their 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 Clinical **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, Temerty Faculty of Medicine** 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~~ **these Procedures**, the primary one of which relates to hospital appointment location. An appointee who terminates their hospital appointment at a **Fully Affiliated Hospital** and moves to a **Community Affiliated Hospital** may transfer from a full-time to a part-time clinical academic appointment, conditional on approval of the new **Relevant Site** and the Clinical **Department Chair**.

An appointee who has, and wishes to continue, their hospital appointment at a **Fully Affiliated Teaching Hospital** will only under very exceptional circumstances have the option of transferring from a full-time to part-time clinical academic appointment unless approved by the **University** Department Chair and Hospital Chief. The elements of a part-time clinical academic appointment are listed in Table 2 of this **Procedures Manual**.

~~An appointee who transfers from an adjunct to a part-time or full-time clinical academic~~ A change in appointment must have an ~~category may~~ require a new **Academic Position Description**.

3.6 Academic Leaves of Absences

Academic 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 **Clinical** Department Chair. The appointee must notify the Clinical **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 signed by the appointee, site Chief, and **Clinical Department** 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 Professor or Associate Professor. This title may ~~normally~~ be held by **Clinical Faculty** who were full-time or part-time clinical academic appointees at ~~any~~the time ~~before~~of 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 **University** 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 Teaching 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 Review Committee**, then their academic appointment shall not be revoked until the **Tribunal Committee** has completed its adjudication of the matter.

For the 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 their discipline, including, without limitation, competence in teaching and research as adjudicated by peers; professional misconduct which can include breach of professionalism obligations; refusal to participate in a **Conforming Academic Practice Plan (or 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 Review Committee** (see Section 5.5.5, Step 5). Termination of a **University** appointment may be grieved as per the procedures in Section 5.3.

4.0 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 (or Equivalent)** 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 (or Equivalent)** is one that is acceptable to the **Dean**, 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 Review Committee** 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 (or Equivalent)** 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 will collaborate with the **University** to ensure that every practice plan member has 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. Practice plans that include faculty from multiple **Departments** require Department Chairs to work collaboratively to review and report to the **Dean** together, as they see fit.
- ~~At intervals of no more than every five years, the~~**The** Clinical **Department** Chair will advise the **Dean** ~~regularly (but no less than every five years)~~ on the compliance with core principles of all the **Conforming Academic Practice Plans (or Equivalents)** involving members of their **University Department**.
- Where the Clinical **Department** Chair is also the head of a **Conforming Academic Practice Plan (or Equivalent)** or a member of the plan's Executive, the Clinical **Department** Chair must recuse ~~them self~~**themselves** and arrange for the review to be done by another **University Department** Chair approved by the **Dean**. The Clinical **Department** Chair ~~have~~**has** 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 **University Department** 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 **University Department** 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 (or Equivalent)** 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 (or Equivalent)** 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;

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Revised to lessen the burden on Department Chairs and provide time for more detailed reviews

- 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.~~

5.0 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 Teaching Hospitals** (and other **Relevant Sites**), **Conforming Academic Practice Plan (or Equivalent)**, 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 (or Equivalent)** 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 their **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 Committee**.

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 their 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 Clinical **Department** 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 on Sexual Violence and Sexual Harassment* adopted by the Governing Council on December 12, 2019, remains in force (including any amendments thereto), a complaint by a **Clinical Faculty** member that they have been sexually harassed shall not constitute a **Grievance** under these **Procedures**, notwithstanding Section 5.3.1. Instead, in the event of a complaint of sexual harassment and/or violence against a **Clinical Faculty** member that falls within the jurisdiction of the **University** and is investigated under the *Policy on Sexual Violence and Sexual Harassment*, the Vice-President and Provost or designate, in consultation with the **Vice-Provost, Relations with Health Care Institutions**, will review the investigation report and determine whether workplace and/or sexual violence occurred and impose the appropriate discipline, sanction or corrective action, having regard to appropriate factors such as the nature of the offence and any mitigating or aggravating circumstances. The Respondent will be notified in writing of the decision and any discipline or sanction imposed and will have access to the **Grievance** process set out in the **Procedures** Manual in order to appeal.

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 their **University** capacity, the *Policy on Sexual Violence and Sexual Harassment* will normally apply. More generally, however, to determine jurisdiction as to whether the **University's Policy on Sexual Violence and 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 protocol titled *Sexual Violence and Sexual Harassment Complaints Involving Faculty Members and Students of the University of Toronto arising in Independent Research Institutions, Health Care Institutions and Teaching Agencies*

(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 Plan (or Equivalent)** will co-operate in these **Grievance** procedures as required.
- 5.3.7** A **Clinical Faculty** member may be accompanied by a **Grievance** representative of their choice at any step in the **Grievance** procedure, if so desired.
- 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/Committee** 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/Committee** 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**, they shall discuss it orally and informally at the first administrative level having the authority to dispose of it. This shall usually be the Clinical **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 Clinical **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 PanelCommittee**, 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 PanelCommittee** 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.

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 Equivalent) or Relevant Site

Disputes involving **Eligible Clinical Faculty** relating to their **Conforming Academic Practice Plan (or Equivalent)** 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 their 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 Plan (or Equivalent)** 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

Where an **Eligible Clinical Faculty** member has a dispute relating to their **Conforming Academic Practice Plan (or Equivalent)** or **Relevant Site** which involves a particular complaint arising from an alleged breach of **Academic Freedom**, the following principles, processes and timelines apply.

- An earnest effort shall be made to settle complaints fairly and promptly.
- A **Clinical Faculty** member may be accompanied by a representative of their choice at any step in the complaint procedure, if so desired.
- 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 Equivalent)** 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 Review Committee**, which may decide to entertain a complaint provided that the ~~Tribunal Committee~~ is satisfied that neither the complainant's nor the **Conforming Academic Practice Plan (or Equivalent)**'s or **Relevant Site**'s position has been substantially prejudiced by the delay and there are reasonable grounds to do so.
- Wherever an official is specified in this procedure, a designate may be appointed to act.
- Where the complainant is the **University** Department Chair, if they are 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 (or Equivalent)** 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 **Clinical Department Chair** to intervene. This notice shall be given to the **Clinical Department Chair** within twenty

(20) working days of receiving the decision of the hospital department chief or equivalent. The Clinical **Department** 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 Clinical **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 Clinical **Department** Chair to recognize such real or perceived conflicts of role or interest, and to notify the **Dean** of their recusal as appropriate.

The Clinical **Department** Chair may achieve resolution without referral through the internal mechanisms of the **Conforming Academic Practice Plan (or Equivalent)** 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 Clinical **Department** Chair must ensure that they do not create an alternate mechanism for resolving the same dispute.

The exact nature of the internal mechanisms of the **Conforming Academic Practice Plan (or Equivalent)** 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/Review Committee** (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 Committee's** findings (see Stages 4 and 5 below). In all cases, the Clinical **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 Clinical **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 **Temerty Faculty of Medicine**. This complaint would normally be made after the complainant has availed them self of the intervention of the Clinical **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 Equivalent)** or **Relevant Site**, but remains unsatisfied. However, where the **Eligible Clinical Faculty** member perceives that they are subject to reprisals by virtue of invoking the dispute resolution mechanism of the clinical setting, or where they have evidence to suggest that the mechanism is biased, or where there have been unreasonable delays in responding to their 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 Equivalent) 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, they shall refer the matter to the **(Clinical Faculty) Academic Clinical Tribunal Review Committee**, with notice to the Provost and to the **Conforming Academic Practice Plan (or Equivalent) 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 their own potential or actual conflicts of interest, and recuse ~~them-self~~ **themselves** as appropriate.

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

STAGE 4: ~~(CLINICAL FACULTY) ACADEMIC CLINICAL TRIBUNAL~~ **REVIEW COMMITTEE**

If the complainant is not satisfied with an inquiry report that has concluded that the complaint does not require further investigation (i.e., ~~it~~ there is not a basis for the complaint), the complainant may take the matter to the **(Clinical Faculty) Academic Clinical Tribunal Review Committee**, with notice to the Provost and to the **Conforming Academic Practice Plan (or Equivalent) 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~~ **Committee** shall contain the details of the complaint and a statement of the issue in dispute.

The ~~Tribunal~~ **Committee** shall constitute a Clinical Faculty ~~Complaint~~ **Academic Review Committee Panel** 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~~ **Academic Review Committee Panel** shall be final and

binding on the complainant and the **Conforming Academic Practice Plan (or Equivalent)** and/or the **Relevant Site**. The ~~Tribunal~~**Panel** 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 Equivalent)**, or to substitute any new provision therefore, or to alter these **Procedures**. The decision of the Clinical Faculty ~~Complaint~~**Academic Review Committee shall**~~Panel~~ **may** 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**~~Panel~~.

Commented [A5]: RATIONALE

These change has been made to match changes made in section 6.2 Please refer to that section for rationale.

In all cases, the decision of the ~~Committee~~**Panel** shall be communicated to the parties without disclosing whether the decision was unanimous, or by majority, ~~or by the Committee Chair's decision~~, and shall show on its face only that it was a decision of the ~~Committee~~**Panel**. No minority or dissenting decisions shall be issued and the deliberations of the ~~Committee~~**Panel** shall be confidential.

STAGE 5: RETURN TO CONFORMING ACADEMIC PRACTICE PLAN (OR EQUIVALENT) OR RELEVANT SITE DISPUTE RESOLUTION PROCESS

Where the Clinical Faculty ~~Complaint~~**Academic Review Committee**~~Panel~~ 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 Equivalent)** -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 (or Equivalent)** or **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 (or Equivalent)** or **Relevant Site** dispute resolution process within the relevant time periods, the complainant can request the Clinical Faculty ~~Complaint~~**Academic Review Committee**~~Panel~~ to make its finding public. The ~~Committee~~**Panel** 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~~**Panel** shall proceed to make its findings public.

In the event that the **Conforming Academic Practice Plan (or Equivalent)** 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 Equivalent)** 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**, ~~(Committee, Clinical Faculty)~~ **Academic** ~~Clinical Tribunal, Clinical Faculty Complaint Review Committee, Clinical Faculty~~ **Academic Review Panel, Clinical Faculty**

Grievance Review ~~Committee~~Panel 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 (CFA)

As stated above, **Clinical Faculty** may be accompanied by an advisor of their choice at any stage in the dispute resolution processes. The CFA has been appointed to help individual physicians interact with administrative and academic leaders, hospitals and the **University** in difficult situations. The CFA can listen, provide information and advice, help with written submissions, and accompany physicians to meetings.

The CFA, as chosen by the MSA Presidents of the **TAHSN Affiliated Teaching Hospitals**, will be a colleague who is respected by all four clinical estates (see Section 6.3.1) for their deep understanding of clinical and academic issues, has been trained in dispute resolution techniques, is recognized for their 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 selection process will ensure appropriate representation from the four clinical estates. ~~Clinical Faculty Advocate~~The CFA must not currently hold an office that could be construed to place ~~him/her~~them in a conflict of interest in any dispute.

The CFA deals with matters related to work in the clinical academic environment, including, but not limited to, issues that intersect with hospital privileges, hospital or **University** appointments, and compensation. The CFA does not assist **Clinical Faculty** on strictly clinical matters, does not adjudicate disputes, and does not offer client privilege (protection from discovery in court) as would legal counsel. The CFA will work with the physician as needed to obtain expert advice including through the Canadian Medical Protective Association, Ontario Medical Association, or independent counsel.

The funding for a stipend for the CFA and related office costs will be shared by the **University**, administrations of the **TAHSN Affiliated Teaching Hospitals**, and the Medical Staff Associations. The MSA presidents will consult the other estates in setting out terms for the contract to retain the CFA 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 their 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 CFA will continue to be paid directly by a designated MSA, report to the MSA presidents, and ultimately be renewed by them on a consensus basis.

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

6.1 ~~Clinical Faculty Grievance Review Panel and the~~ **The Clinical Faculty Grievance Review Committee**

6.1.1 SCOPE OF THE CLINICAL FACULTY GRIEVANCE REVIEW COMMITTEE

~~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.~~ **The Clinical Faculty Grievance Review Committee** 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 their **University** capacity. It shall establish its own rules of procedures as appropriate.

Commented [A6]: PLEASE NOTE

The name changes are subject to approval by Governing Council of the consequent editorial amendments to the Policy

6.1.2 ~~THE PANEL~~

6.1.2 ~~includes:~~ **MEMBERSHIP OF THE CLINICAL FACULTY GRIEVANCE REVIEW COMMITTEE**

The Clinical Faculty Grievance Review Committee shall be comprised of a minimum of eight (8) members:

- ~~A minimum of whom six (6) of these members shall be clinical faculty~~ **Clinical Faculty** members drawn from various academic hospitals and a mix of **University Clinical Departments**, ~~and a~~
- ~~A minimum of two (2) of these members shall be non-clinical (i.e., tenured faculty or continuing status teaching stream) Faculty members at the rank of Associate Professor; Professor; Associate Professor, Teaching Stream; or Professor, Teaching Stream from the Temerty Faculty of Medicine. No members shall be~~

Commented [A7]: RATIONALE

There are a limited number of tenured faculty members within the Temerty Faculty of Medicine. This change would allow for a greater pool for recruitment and an opportunity for the participation of appropriately senior members from the Basic Science and Rehabilitation Science departments.

a) ~~The Clinical Faculty Grievance Review Committee shall not include any current University administrators or hospital~~ **Hospital Administrators or Conforming Academic Practice Plan (or Equivalent)** administrators or conforming academic practice plan (or equivalent) administrators. The terms shall be for a minimum of two years. Only those Panel members who have not heard any grievance(s) during their term are eligible for re-appointment to a second term.
selects three members
Each member 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 ~~appointed for a three-year term, which may be renewed.~~

b) ~~The membership of the grievor and the third is from tenured non-clinical faculty. The Committee will select one of its members to be~~

~~Chair~~ **Clinical Faculty Grievance Review Committee** shall be approved by the process set out in Section 6.3.

- ~~e)~~ 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 ROLES AND RESPONSIBILITIES

Secretary

The Secretary supports the administration of the **Grievance** process at Stage 4 per Section 5.3. The Secretary and their delegates are appointed by the Provost or delegate. Where anything is required by these Procedures to be done by the Secretary, it may be done by or with the Secretary or their delegates.

The Clinical Faculty Grievance Review Committee

The Clinical Faculty Grievance Review Committee may establish its own rules of procedure as appropriate.

If it has heard any grievances, **The Clinical Faculty Grievance Review Committee** shall submit an annual report to the **Clinical Relations Committee**.

Clinical Faculty Grievance Review Panel to hear

- a) ~~When a grievance as defined above~~ **Grievance is referred to the Clinical Faculty Grievance Review Committee, it shall be heard by a four-person panel ("Clinical Faculty Grievance Review Panel") chosen by the Secretary and led by a chair ("Clinical Faculty Grievance Review Panel Chair").**

~~shall include three members of whom two are~~

The Clinical Faculty Grievance Review Panel will consist of four individuals:

- **Clinical Faculty Grievance Review Panel Chair (non-voting)**
- b) • ~~At least one (1) non-clinical faculty members and one (i.e., tenured or continuing status teaching stream) Faculty member is from tenured non-clinical faculty in the Temerty Faculty of Medicine~~
- **At least one (1) Clinical Faculty member who both:**
 - **has a primary academic appointment from a different University Department than that of the grievor**
 - **works primarily at a different relevant site than that of the grievor**

The Clinical Faculty Grievance Review Panel Chair will be an external, legally trained person with experience and expertise in University matters and be appointed on an ad-hoc basis for each individual case by the President of

Commented [A8]: RATIONALE

Based on recent experiences, the issues that come for adjudication are very complex and the Chair needs to be able to also deal with complex procedural questions, issues of law, and to provide training and guidance to the voting members.

The current membership has expressed that they are strongly in favour of implementing an external, legally trained Chair.

Some of the changes to the PM have been modelled after provisions in the University's MOU with UTFA. This is one such change.

the **University** or delegate. The other members of the Clinical Faculty Grievance Review Panel will be chosen from among members of the **Clinical Faculty Grievance Review Committee**.

The members of the Clinical Faculty Grievance Review Panel shall identify and proactively disclose any actual or potential conflicts of interest, or any issues that might be perceived by the grievor as creating a reasonable apprehension of bias.

A party who wishes to challenge a member's appointment to the Clinical Faculty Grievance Review Panel on grounds that circumstances exist that may give rise to an actual or potential conflict of interest or reasonable apprehension of bias shall do so promptly upon becoming aware of those circumstances.

Any such challenge shall be heard by the Clinical Faculty Grievance Review Panel, including the member whose appointment is challenged.

The challenged member may resign, the Clinical Faculty Grievance Review Panel may remove the challenged member, or the Clinical Faculty Grievance Review Panel may find that there exists no actual or potential conflict of interest or reasonable apprehension of bias. This decision may be unanimous or one reached by the majority.

The Clinical Faculty Grievance Review Panel shall hear the **Grievance** and render a final decision.

In its deliberations, the Clinical Faculty Grievance Review Panel:

- shall have access to all relevant written material related to the grievance and **Grievance**
- shall have the power to interview the parties to the dispute or
- e) • shall have the power to interview anyone who it determines may assist in resolving the matter.

Clinical Faculty Grievance Review Panel Chair

The Clinical Faculty Grievance Review Panel Chair shall attempt to minimize friction, decide all questions of law and preserve collegial relationships. Some of their additional responsibilities will include but are not limited to:

- Identify and shall resort determine preliminary issues as they arise;
- Identify and determine procedural issues as they arise;
- Chair case conferences to adversarial hearings only where no other route address procedural issues raised by the parties;
- Draft final decisions;
- Ensure that procedural fairness is satisfactory. In this regard, the Committee shall have afforded to all parties involved and at every stage of the right to recommend **Grievance**; and
- d) • Recommend mediation to the parties before agreeing to consider the particular grievance where appropriate.

Commented [A9]: RATIONALE

The PM was previously silent on bias. This new language provides a method for handling such issues efficiently and at the local level, which also affords privacy to the grievor.

Commented [A10]: RATIONALE

This language is meant to give flexibility and maintain independence for those reviewing a grievance.

6.1.4 THE CLINICAL FACULTY GRIEVANCE REVIEW PANEL DECISION

The Clinical Faculty Grievance Review Panel Decision shall be ~~maybe~~ unanimous; ~~however, if or may be one reached by the majority of Clinical Faculty~~ Grievance Review Panel cannot reach a consensus, then the decision of the Grievance Review Panel Chair shall constitute the final and binding decision.

The Clinical Faculty Grievance Review Panel Decision shall be communicated to the parties without disclosing whether the decision was unanimous, or by ~~the Grievance Review Panel Chair's decision~~ majority, and shall show on its face only that it was a decision of the Clinical Faculty Grievance Review Panel. No minority or dissenting reports shall be issued and the deliberations of the Clinical Faculty Grievance Review Panel shall be held in confidence.

~~The (Clinical Faculty) Academic Clinical Tribunal and the Grievance Review Panel Decision is final and binding on the grievor and the University.~~

6.2 ~~At no stage of these procedures, however, will an administrative official of the University or of the Clinical Faculty Complaint Grievance Review Committee or Clinical Faculty Grievance Review Panel 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.~~

6.2 Clinical Faculty Academic Review Committee

6.2.1 SCOPE OF THE CLINICAL FACULTY ACADEMIC ~~CLINICAL~~ REVIEW COMMITTEE

The Clinical Relations Committee is responsible for recommending to the President of the University the nominees for the (Clinical Faculty) ~~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 (or equivalent) administrator. A minimum of one clinical faculty member will be appointed from each of the fully-affiliated academic hospitals. A minimum of three additional members will be appointed who are not clinical faculty members and who hold tenure at the level of full professor in the Temerty Faculty of Medicine.

6.2.2 ~~THE (CLINICAL FACULTY) ACADEMIC CLINICAL TRIBUNAL~~

~~Stream from~~ 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 ~~Review Committee~~ considers cases where there is a particular complaint by an eligible clinical faculty ~~Eligible Clinical Faculty~~ member arising from an alleged breach of academic freedom in the relevant site ~~Academic Freedom in the Conforming~~

Commented [A11]: RATIONALE

This language is to provide guidance to the external legally trained chair about their role in the proceedings. It is mostly new. There are two differences:

1. Previously the entire group was responsible for recommending mediation -- but in practise, this is a type of strategic assessment that would be best made by someone with legal training.
2. Additionally, the entire group was tasked with "minimizing friction and preserving collegial relationships and resorting to adversarial hearings only where no other route is satisfactory." In practise, this is the role of a Chair and should be achieved if the Chair carries out the tasks listed here.

Commented [A12]: RATIONALE

This language was adjusted because it is illogical for a 3-person panel to NOT arrive at a majority opinion. There should always be at least 2 who agree. Additionally, with the implementation of an external chair, it may not be appropriate for an external person to be making a final and binding decision. At least one other members should support the decision.

Academic Practice Plan (or Equivalent) or the Relevant Site, where the matter has not been resolved to the satisfaction of the complainant by the conforming academic practice plan (Conforming Academic Practice Plan (or Equivalent) or equivalent) or the relevant site. the Relevant Site.

a) A complaint will not be heard if the complainant has failed to avail ~~them self~~ themselves of the internal dispute resolution mechanisms of the conforming academic practice plan (Conforming Academic Practice Plan (or Equivalent) or equivalent) or of the ~~relevant site~~ Relevant Site up to the second to last step.

6.2.2 MEMBERSHIP OF THE CLINICAL FACULTY ACADEMIC REVIEW COMMITTEE

The terms shall be for a Clinical Faculty Academic Review Committee will be comprised of:

- A minimum of one (1) Clinical Faculty member from each of the Fully Affiliated Teaching Hospitals.
- A minimum of two years. Only these Tribunal (2) non-clinical (i.e., tenured or continuing status teaching stream) Faculty members who have at the rank of Associate Professor; Professor; Associate Professor, Teaching Stream; or Professor, Teaching Stream from the Temerty Faculty of Medicine.

The Clinical Faculty Academic Review Committee will not include any current University administrators or Hospital Administrators or Conforming Academic Practice Plan (or Equivalent) administrators.

Each member of the Clinical Faculty Academic Review Committee shall be appointed for a three-year term, which may be renewed twice.

The membership of the Clinical Faculty Academic Review Committee will be approved by the process set out in Section 6.3.

6.2.3 ROLES AND RESPONSIBILITIES

Secretary

The Secretary supports the administration of the complaint process at Stage 4 per Section 5.5. The Secretary and their delegates are appointed by the Provost or delegate. Where anything is required by these Procedures to be done by the Secretary, it may be done by or with the Secretary or their delegates.

Clinical Faculty Academic Review Committee

The Clinical Faculty Academic Review Committee may establish its own rules of procedure as appropriate.

- b) If it has heard any complaint(s) during their term are eligible for reappointment to a second term.

Commented [A13]: RATIONAL

Previously, the PM said that members' terms were for a minimum of two years; there was no maximum length of the term, and members could not be re-appointed if they had heard a grievance.

This new language clarifies member term lengths and allows for members to gain skills and experience through re-appointments. Members may not be offered re-appointments and are not obliged to accept re-appointments.

- c) Members appointed to **complaints**, the Tribunal shall be given appropriate **training**.
- d) The Tribunal selects three of its members to constitute a **Clinical Faculty Complaint Academic 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 **shall submit** an annual report to the **Clinical Relations Committee**.

Commented [A14]: RATIONALE

The Chair can train and educate them on context-specific issues that arise in the course of a grievance, as needed.

6.2.3 THE Clinical Faculty COMPLAINT Academic Review Panel
When a complaint is referred to the Clinical Faculty Academic Review Committee

The Committee, **it** shall be constituted to consider a particular complaint **heard** by a clinical faculty member arising from an alleged breach of academic freedom in the practice plan or relevant site, where **four-person panel** ("Clinical Faculty Academic Review Panel") **chosen by** the matter has not been resolved within the second to last dispute resolution step of the conforming academic practice plan (or equivalent) or relevant site.

Commented [A15]: RATIONALE

The Office of Appeals, Discipline and Faculty Grievance (ADFG) will act as secretary as they oversee all tribunal processes at the University and has extensive experience with such matters. They will also be supporting the Chair, with whom they are free to consult when making the selection.

- a) The Committee shall have three members: Two clinical members **Secretary** and one member from tenured non-clinical faculty **led by a chair** ("Clinical Faculty Academic Review Panel Chair").

The **Clinical Faculty Academic Review Panel** will consist of:

- **Clinical Faculty Academic Review Panel Chair** (non-voting)
- One (1) non-clinical (i.e., tenured or continuing status teaching stream) **Faculty member from the Temerty Faculty of Medicine**
- Two (2) **Clinical Faculty** members who both:
 - **have a primary academic appointment from a different University Department than that of the complainant**
 - **work primarily at a different Relevant Site than that of the complainant**

The Clinical Faculty Academic Review Panel Chair will be an external, legally trained person with experience and expertise in **University matters** and be appointed on an ad-hoc basis for each individual case by the President of the **University** or **delegate**. The other members of the **Clinical Faculty Academic Review Panel** will be chosen from among members of the **Clinical Faculty Academic Review Committee**.

The members of the **Clinical Faculty Academic Review Panel** shall **identify and proactively disclose any actual or potential conflicts of interest, or any**

Commented [A16]: RATIONALE

The PM previously provided for the Chair to be either internal or external. However, based on recent experiences, the issues that come for adjudication are very complex and the Chair needs to be able to also deal with complex procedural questions, issues of law, and to provide training and guidance to the voting members. The current membership has expressed that they are strongly in favour of implementing an external, legally trained Chair. Some of the changes to the PM have been modelled after provisions in the University's MOU with UTFA. This is one such change.

issues that might be perceived by the complainant as creating a reasonable apprehension of bias.

A party who wishes to challenge a member's appointment to the Clinical Faculty Academic Review Panel on grounds that circumstances exist that may give rise to an actual or potential conflict of interest or reasonable apprehension of bias shall do so promptly upon becoming aware of those circumstances.

Any such challenge shall be heard by the Clinical Faculty Academic Review Panel, including the member whose appointment is challenged.

The challenged member may resign, the Clinical Faculty Academic Review Panel may remove the challenged member, or the Clinical Faculty Academic Review Panel may find that there exists no actual or potential conflict of interest or reasonable apprehension of bias. This decision may be unanimous or one reached by the majority.

The Clinical Faculty Academic Review Panel shall hear the complaint and render a final decision.

In its deliberations, the Clinical Faculty Academic Review Panel:

- ~~shall~~ have access to all relevant written material related to the complaint ~~and~~
- shall ~~have the power to~~ interview the parties to the dispute ~~or~~
- ~~shall have the power to interview~~ anyone who ~~it determines~~ may assist in resolving the matter.

Commented [A17]: RATIONALE

This language is meant to give flexibility and maintain independence for those reviewing a grievance.

Clinical Faculty Academic Review Panel Chair (additional responsibilities)

The ~~Committee~~ Clinical Faculty Academic Review Panel Chair shall attempt to minimize friction ~~decide all questions of law~~ and preserve collegial relationships ~~some of their additional responsibilities will include, but are not limited to:~~

- Identify and ~~shall resort~~ determine preliminary issues as they arise;
- Identify and determine procedural issues as they arise;
- Chair case conferences ~~to adversarial hearings only~~ address procedural issues raised by the parties;
- Draft final decisions;
- Ensure that procedural fairness is afforded to all parties involved and at every stage of the proceeding; and
- ~~Recommend mediation to the parties~~ where ~~no other route is~~ satisfactory ~~appropriate~~.

6.2.4 THE ~~decision of the~~ Clinical Faculty Complaint ~~ACADEMIC REVIEW~~ Committee ~~PANEL DECISION~~

d) The Clinical Faculty Academic Review Panel Decision 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. **Academic Freedom, and a delineation of the implications of the breach for the complainant.**

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

f) The decision of the Committee shall **Clinical Faculty Academic Review Panel Decision** may be unanimous or **may be** 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. **Clinical Faculty Academic Review Panel.** In all cases, the decision of the Committee

g) **The Clinical Faculty Academic Review Panel Decision** shall be communicated to the parties without disclosing whether the decision was unanimous, **or** 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.

6.2.4 THE CLINICAL FACULTY ACADEMIC CLINICAL PANEL DECISION

The Clinical Faculty Academic Clinical Panel Decision 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**. ~~The Clinical Faculty Academic~~ Clinical Panel Decision shall be unanimous; however, if the Academic Clinical Committee cannot reach a consensus, then the decision of the Academic Clinical Committee Chair shall constitute the final and binding decision.

~~The Clinical Faculty Academic~~ Clinical Panel Decision shall be communicated to the parties without disclosing whether the decision was unanimous, **or by the Academic Clinical Panel Chair's decision**, and shall show on its face only that it was a decision of the Clinical Faculty Academic **Clinical Review** Panel. No minority or dissenting reports shall be issued and the deliberations of the Clinical Faculty Academic **Clinical Review** Panel shall be held in confidence.

The Clinical Faculty Academic **Clinical Review** Panel Decision is final and binding on the complainant and the **Conforming Academic Practice Plan** (or

Commented [A18]: RATIONALE

This wording was missing from this section. This is what is promised in the Affiliation Agreements, and this is what Section 5.5 says. This is simply being updated to match.

Equivalent) 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 Review Committee** or Clinical Faculty Academic **Clinical Review** Panel 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 Equivalent)** or to substitute any new provision therefore, or to alter ~~the procedures set out in these Procedures~~. **The Clinical Faculty Academic Review Panel has no powers to award remedies.**

Commented [A19]: RATIONALE

This wording was missing from this section. This is what is promised in the Affiliation Agreements, and this is what Section 5.5 says. This is simply being updated to match.

6.3 Clinical Relations Committee

The Committee shall be chaired by the **Vice-Provost, Relations with Healthcare Institutions** and will consist of the Provost of the **University** or delegate, and representation from the four clinical estates:

- Presidents of the Medical Staff Associations of all **TAHSN Affiliated Teaching Hospitals** (or their delegates)
- Chairs of the Medical Advisory Committees of all ~~fully-affiliated teaching hospitals~~ **TAHSN Affiliated Teaching Hospitals** (or their delegates)
- Clinical Department Chairs ~~in number equal to the number of fully-affiliated sites~~, appointed by the **Dean (or their delegates)**
- CEOs or their delegates from the ~~fully-~~**TAHSN Affiliated Teaching Hospitals** and **Community-Affiliated Teaching 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~~ **Committee** and the ~~(Clinical Faculty) Academic Clinical Tribunal~~ **Review Committee**.
- 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 of TAHSN-affiliated teaching hospitals and community-affiliated teaching hospitals~~), 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 Committees 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 **Temerty 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**, **Committee** or **(Clinical Faculty) Academic Clinical Tribunal**, **Review Committee** 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.

7.0 SUMMARY OF CLINICAL ACADEMIC APPOINTMENTS

7.1 Table 1: Summary of Full-Time Clinical Academic Appointment

Professional Working Time	Responsibilities	Rights	Perquisites	Term
<p>Engage in Academic Work for at least 80% of their professional working time</p> <p><u>Note:</u> One may work part-time but devote 80% or more of their professional working time to Academic Work. This is called be Full-Time Equivalent. (FTE).</p> <p>When holding an FTE appointment, the percentage of academic time shall not fall below 20%</p>	<p>The appointee will:</p> <ol style="list-style-type: none"> 1. Provide 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 Teaching Hospital or Community Affiliated Hospital 5. Participate in a Conforming Academic Practice Plan (or Equivalent) 6. Self-Report on professional conduct 7. Respect Departmental, Temerty Faculty of Medicine, and University policies 8. Have no outside clinical or other employment without Clinical Department Chair permission <p><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/Review Committee.</p>	<p>Access to the Clinical Faculty Grievance Review Committee for a dispute involving a decision made solely by a University official appointed under the <i>Policy on Appointment of Academic Administrators</i> acting in his/her University capacity (See Section 5.4)</p> <p>Access to the Clinical Faculty Academic Review Committee for a complaint arising from an alleged breach of Academic Freedom in a Conforming Academic Practice Plan (or Equivalent) or Relevant Site, where the matter has not been resolved to the satisfaction of the complainant by the Conforming Academic Practice Plan (or Equivalent) or the Relevant Site. (See Section 5.65)</p>	<p>Scholarship program for dependents</p> <p>Discounted Joint Memberships (athletic facilities and Faculty Club)</p> <p>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 2.3234)</p> <p><u>Note:</u> Eligibility for perquisites is a function of a position description and the extent of commitment to Academic Work.</p> <p>Full-Time Equivalent appointments have University Perquisites pro-rated to the proportion of academic activity</p>	<p>First three years (extended pro rata to three years' equivalent if appointment is Full-Time Equivalent), at minimum, are Probationary</p> <p>Renewable annually; termination only for cause after Probation</p>

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%	<p>The appointee will:</p> <ol style="list-style-type: none"> 1. Provide 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: Fully Affiliated Teaching Hospital, Community Affiliated Hospital, or affiliated community practice covered under a University-hospital or a University-clinic affiliation agreement. <ul style="list-style-type: none"> • In unusual circumstances, the Dean may approve a part-time clinical academic appointment for a physician who does not meet condition 4, if the Relevant Site has an existing agreement of some type with the University. • The Chief (or equivalent) and Clinical Department Chair provide written evidence that the circumstances of practice meet the criteria for access to the Clinical Faculty Grievance Review Committee, and the physician commits to comply with the principles and requirements related to Harmonized Institutional Research Policies. 5. Self-Report on professional conduct 6. Respect applicable Departmental, Temerty Faculty of Medicine and University policies 7. Often have outside clinical or other employment 	<p>Access to the Clinical Faculty Grievance Review Committee for a dispute involving a decision made solely by a University official appointed under the <i>Policy on Appointment of Academic Administrators</i> acting in his/her University capacity (See Section 5.4)</p> <p>The Dean may extend access to the (Clinical Faculty) Academic Clinical TribunalReview Committee 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.</p> <ul style="list-style-type: none"> • 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 Clinical 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: <ol style="list-style-type: none"> 1. Provide 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, Temerty Faculty of Medicine and University policies for their Academic Work. 	Not eligible for access to the {Clinical Faculty} Grievance Review Panel Committee or the {Clinical Faculty} Academic Clinical Tribunal Review Committee .	Not eligible	Term and renewal of the term are at the discretion of the Clinical Department Chair

8.0 PRIOR MESSAGES FROM THE CLINICAL RELATIONS COMMITTEE TO CLINICAL FACULTY

8.1 Message to Clinical Faculty from the Clinical Relations Committee - December 2021

The **Temerty Faculty of Medicine** of the University of Toronto is committed to the principles of inclusion and diversity in all that we do. This includes

- Creating, supporting and maintaining a learning and working environment that is free from discrimination, harassment, intimidation, bullying and disrespectful behaviour.
- Striving to recruit and retain learners, staff and **Faculty** that reflect the diversity of Canadian society.
- Assuming that our programs and curricula prepare our graduates to meet the needs of the diverse communities they will serve in their careers in Canada and around the world.

Although the **Temerty Faculty of Medicine** has highlighted in its Diversity statement that three particular groups have been targeted for priority attention (Indigenous, Black and the economically disempowered), the **Temerty Faculty of Medicine** is committed to working with all underrepresented/minoritized populations (including LGBTQ2S people, racialized groups, people with disabilities, those from rural or remote communities and more) in order to advance all forms of equity, and in particular, health equity.

The **Temerty Faculty of Medicine** is committed to the principles of allyship, with the acknowledgement that people in positions of privilege must be willing to align themselves in solidarity with marginalized groups.

8.2 January, 2013 Message to Clinical Faculty from the Clinical Relations Committee

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

8.3 October, 2005 Message to Clinical Faculty from the Clinical Relations Committee

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 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

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

Temerty Medicine

PROCEDURES MANUAL FOR THE POLICY FOR CLINICAL FACULTY

February 2025

Revisions approved by the **Clinical Relations Committee** on November 14, 2024

Revisions approved by the **Clinical Relations Committee** on December 6, 2021

Initially approved by the **Clinical Relations Committee** on July 1, 2005

Please note licensed physicians in clinical departments in the **Temerty 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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1.0 INTRODUCTION

1.1 Rationale for the Policy for Clinical Faculty: Clinical Academic Work, Finances and Relationships

Clinical Faculty¹ 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 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). These **Procedures** may be revised with the approval of the **Clinical Relations Committee** (Section 6.3 describes voting) and concurrence of the Provost. Ratified changes in **Procedures** are reported for information to the next meeting of the **Temerty 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.

1.2 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.

¹ As defined in the **Policy** for Clinical Faculty and in Section 2.8, below.

Following this introduction in Part 1, Part 2 provides key definitions. Part 3 describes clinical academic appointments and their categories, Part 4 describes academic practice plans and Parts 5 and 6 cover dispute resolution processes.

1.3 University Context

Within the University of Toronto, the **Temerty 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 **Temerty Faculty of Medicine** and its Clinical **Departments**. Governing Council approved the **Policy** in 2005, granting authorities described in these **Procedures** to the **Dean**.

1.3.2 UNIVERSITY POLICIES

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

1.3.3 UNIVERSITY APPOINTMENTS

Academic appointments are of two general types: under general **University** policy, and under the **Policy**. 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** 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**. 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**.

1.3.4.1 **University** policies and procedures that apply to **Clinical Faculty**

The **Policy** and its **Procedures** apply only to **Clinical Faculty**, as do other **University** policies, procedures and standards (such as *Standards of Professional Behaviour for Clinical (MD) 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**, they are expected to respect those **Departmental** policies. However, they are 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 **Temerty 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 **Temerty Faculty of Medicine** and **University**.

2.0 KEY DEFINITIONS USED IN THE PROCEDURES MANUAL

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 Review Committee**. **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 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 **Temerty Faculty of Medicine** 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 Associate Affiliated Teaching Hospitals

are designated as such, and have a **University** affiliation agreement².

2.8 Certificate of Professional Conduct

issued by the College of Physicians and Surgeons of Ontario (CPSO), verifies a physician's registration and standing with the CPSO. The **Certificate of Professional Conduct** may contain information about ongoing complaint investigations, investigation outcomes, active undertakings by a member, third party information about a member, and findings of professional negligence or malpractice, settlements, and charges or convictions for offences.

2.9 Clinical Faculty

refers to an individual or individuals, licensed (in good standing) to practice medicine in Ontario and holding an appropriate Medical Staff appointment in a **TAHSN-Affiliated Teaching Hospital** or **Community Affiliated Hospital**, or practicing medicine in an affiliated community practice or, less often, working in a community hospital, community clinic, industry or in a private practice setting without affiliation, and appointed as **Clinical Faculty** in a **Temerty Faculty of Medicine** clinical **Department** pursuant to these **Procedures**. All **Clinical Faculty** members belong to a clinical **Department**, and have an academic rank and **Appointment Category** and an **Academic Position Description**.

2.10 Clinical Faculty Academic Review Committee

composed of members appointed by the President after consultation with the **Clinical Relations Committee**, establishes a Clinical Faculty Academic Review Panel 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 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.

2.11 Clinical Faculty Grievance Review Committee

composed of members appointed by the President after consultation with the **Clinical Relations Committee**, establishes a Clinical Faculty Grievance Review Panel 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 their **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.

2.12 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**

² Affiliated hospitals and clinical sites can be referenced on the **Vice-Provost, Relations with Health Care Institutions** webpage (<https://temertymedicine.utoronto.ca/vice-provost-relations-health-care-institutions>)

- Committee and Clinical Faculty Academic Review Committee** 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.
- 2.13 Community Affiliated Hospitals**
are designated as such, and have a **University** affiliation agreement³.
- 2.14 Conforming Academic Practice Plan (or Equivalent)**⁴
is one that is acceptable to the **Dean** as regards adherence to the guiding principles indicated in Section 4.2.
- 2.15 Dean**
refers to the Dean of the Temerty Faculty of Medicine or their delegate.
- 2.16 Department**
refers to an academic unit of the **University** and **Faculty**, led by the **Department Chair**, who appoints **Clinical Faculty**.
- 2.17 Departmental Appointments Committee (DAC)**
advises the department chair on all clinical academic appointments.
- 2.18 Eligible Clinical Faculty**
refers to **Clinical Faculty** who have the right to access the **Clinical Faculty Academic Review Committee**. As outlined in the appointee's academic appointment letter, this presupposes acceptance of the jurisdiction of the Committee by the **Conforming Academic Practice Plan (or Equivalent)** in which they participate and the **Relevant Site** at which they work. The appointee's access to the **Clinical Faculty Academic Review Committee** is confirmed at the time of the academic appointment and in the renewal process.
- 2.19 Faculty**
refers to a **University** appointee, or appointees.
- 2.20 Faculty Appointments Advisory Committee (FAAC)**
advises the **Dean** on clinical academic appointments and promotions from lecturer to assistant professor.

³ Affiliated hospitals and clinical sites can be referenced on the **Vice-Provost, Relations with Health Care Institutions** webpage (<https://temertymedicine.utoronto.ca/vice-provost-relations-health-care-institutions>).

⁴ An equivalent arrangement may be, for example, salary from a hospital that explicitly supports the jurisdiction of the **Clinical Faculty Academic Review Committee** or income-sharing in an affiliated community clinic that similarly explicitly accepts the Committee'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.

2.21 **Temerty Faculty of Medicine**

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

2.22 **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.

2.23 **Fully Affiliated Teaching Hospitals**

are designated as such and have **University-Hospital** affiliation agreements⁵.

2.24 **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 their **University** capacity. See Section 5.3.1 for further detail.

2.25 **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 **Temerty Faculty of Medicine**. The **University** will collaborate actively with the **Relevant Sites** with a view to ensuring that these institutional policies remain in harmony.

2.26 **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.

2.27 **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.

⁵ Affiliated hospitals and clinical sites can be referenced on the **Vice-Provost, Relations with Health Care Institutions** webpage (<https://temertymedicine.utoronto.ca/vice-provost-relations-health-care-institutions>)

2.28 Probation

On initial appointment to a full-time clinical academic appointment, a candidate will customarily be offered a **Probationary** appointment of three years 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 Clinical **Department** Chair. Further extensions may be granted in the circumstances described in and pursuant to Section 3.3.1.2, below.

2.29 Procedures

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

2.30 Relevant Sites

are those affiliated 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).

2.31 Self-Reporting

refers to timely reporting by **Clinical Faculty** to their Clinical **Department** Chair information that may be relevant to a clinical academic appointment. This can include, but is not limited to: investigation and/or conviction of a criminal offence, investigation or finding of guilt with regards to academic and/or professional misconduct by a **University** unit, investigation or finding of guilt of incompetence, negligence or any form of professional misconduct by a relevant clinical site, and/or a relevant CPSO investigative, fitness to practice or disciplinary committee. **Self-Reporting** should conform to all applicable policies and procedures, such as hospital by-laws and CPSO regulations. For greater clarity, **Clinical Faculty** are required to self-report any instances in which an investigator is appointed by the CPSO pursuant to s.75 of the Health Professions Procedural Code under the Regulated Health Professions Act, 1991, SO 1991, c 18.

2.32 TAHSN Affiliated Teaching Hospital

refers to a teaching hospital that is either a **Fully Affiliated Teaching Hospital** or an **Associate Affiliated Teaching Hospital** and is also a member of the Toronto Academic Health Science Network (TAHSN).⁶

2.33 University

shall mean the University of Toronto.

⁶ Affiliated hospitals and clinical sites can be referenced on the **Vice-Provost, Relations with Health Care Institutions** webpage (<https://temertymedicine.utoronto.ca/vice-provost-relations-health-care-institutions>)

2.34 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.

2.35 Vice-Provost, Relations with Healthcare Institutions

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

2.36 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 Clinical **Department** Chair, normally June 30.

3.0 CLINICAL ACADEMIC APPOINTMENTS AND THEIR CATEGORIES

3.1 General Principles

Clinical Faculty will be required to comply with applicable **Departmental**, **Temerty Faculty of Medicine** and **University** policies as amended from time to time; and **Self-Report** on professional conduct (as described in Section 2.31).

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 Equivalent)**.

Major academic participation generally requires that the appointee a) participates in a **Conforming Academic Practice Plan (or Equivalent)** or is employed full-time in a **Relevant Site** with an **Academic Position Description**; and b) is appointed in a **Fully Affiliated 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 Committee** 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 Review Committee** 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 Review Committee**; 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, part-time, and adjunct clinical academic appointments have an approved **Academic Position Description**. These **Academic Position Descriptions** should be agreed to at the time of appointment between the clinical appointee, **Relevant Site** chiefs, and the Clinical **Department** Chair. However, these may be updated from time to time, and the Clinical **Department** Chair will provide Human Resources with an updated **Academic Position Description**. 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, at least 20% 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 Clinical **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 Clinical **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 whether a physician participates in a **Conforming Academic Practice Plan (or Equivalent)**, the medical staff appointment is held at an **Affiliated Site**, and by the proportion of time dedicated to **Academic Work**. The main distinguishing criteria are as follows.

- a) Full-time clinical academic appointment – engaged in academic activities for at least 80% of their professional time and holds an active medical staff or equivalent appointment at an **Affiliated Site**, and participates in a **Conforming Academic Practice Plan (or Equivalent)**.
- b) Part-time clinical academic appointment – engaged in academic activities for 20% or more of their professional time, holds a medical staff appointment at an **Affiliated Site**.
- c) Adjunct clinical academic appointment – engaged in academic activities for a maximum of 19% of their 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 45-47 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 (FAAC)** 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. Promotion for full-time clinical appointees from lecturer to assistant professor is approved by the **Dean**, on the advice of the **FAAC**. Promotion of part-time and adjunct clinical appointees from lecturer to assistant professor is approved by the **Dean's** delegate and reported to **FAAC**. Promotion to associate professor or

full professor is recommended to the Provost by the **Dean**, based on criteria set out in the **Temerty 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 5.3.2.

Full-time and part-time clinical academic appointees have access to the **Clinical Faculty Grievance Review Committee**, 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 their **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 **Clinical Department** Chair as being essential to the academic mission of the **Clinical Department** and **Temerty Faculty of Medicine**.

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 Equivalent)**.
- Must meet the criteria for access to the **Clinical Faculty Academic Review Committee**, viz: the **Conforming Academic Practice Plan (or 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 Review Committee**.
- 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 Hospitals** 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 Review Committee**.

- 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 **Clinical Department Chair** provide written evidence that the circumstances of employment or practice meet the criteria for access to the **Clinical Faculty Academic Review Committee**.

3.3.1.2 **Probation and continuing appointment review (“CAR”)**

On initial appointment to a full-time clinical academic appointment, a candidate will customarily be offered a **Probationary** appointment of three years (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. 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 **Clinical Department Chair**. Full-Time **Clinical Faculty** may make a written request to delay their CAR past the five years based on pregnancy and/or parental or adoption leave or serious personal circumstances beyond their control such as illness or injury or barriers to their ability to conduct research. Delays may be granted for one year but not more than 2 years with the approval in writing from the **Dean** or **Dean’s** delegate. Written requests by a candidate for further delays based on the provisions of Ontario Human Rights Code as amended from time to time (the “Code”) will be considered by the **Dean** or **Dean’s** delegate on a case-by-case basis, it being understood and agreed that such requests must be made by the candidate in writing at the earliest opportunity (i.e. as soon as a candidate knows or reasonably ought to know that their circumstances may warrant a delay based on the provisions of the Code).

During the **Probationary** period, the **Clinical Department Chair** or delegate may, at their discretion, conduct a performance review at each **Year-End**.

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 **Clinical Department Chair** for approval by the **Dean**.

Each full-time clinical academic appointee who is on **Probation** will require a continuing appointment review (CAR). The candidate will

be asked to submit an account of their **Academic Work** completed or undertaken since the time of initial appointment.

A performance review committee, consisting of senior members of the Clinical **Department**, will advise the Clinical **Department** Chair as to continuation of an appointment beyond the **Probationary** period. A **Departmental Appointments Committee** may serve this function, or the Clinical **Department** Chair may constitute a separate committee. The committee shall review the performance of the candidate after the end of the third year and not later than the end of the fifth year, unless an extension is granted as described above. For those who are **Full-Time Equivalent**, the **Probationary** period is pro-rated to coincide with 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 before the committee commences its review of the candidate's performance. The performance review committee recuses any members who have a potential or actual conflict of interest.

The performance review committee will involve the relevant hospital or clinical site Chief in the review. The Chief will advise the Chief Executive or delegate 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, and to review documentation and letters of reference with appropriate care.

The performance review committee 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 **Temerty Faculty of Medicine**, does the candidate's performance merit a recommendation that:

- The candidate transfer to the system of continuing annual renewal?
- The **Probationary** period be extended?
- The **Academic Position Description** be revised?
- The appointment be terminated?

The Clinical **Department** Chair must decide which option(s) to recommend and convey that recommendation in writing to the **Dean** and the candidate within 30 working days of making that decision.

When the Clinical **Department** Chair decides not to recommend continuing yearly renewal, but to terminate the appointment, the

appointment will terminate on the pre-determined date of expiry. The Clinical **Department** Chair may grant an extension beyond the expiry on a terminal basis, not to exceed twelve months; this must be agreed upon with the **Relevant Site**.

If the Clinical **Department** Chair recommends transfer to a continuing annual appointment, the Chair sends the recommendation to the **Dean** for approval. If the Clinical **Department** Chair recommends against transfer, that recommendation shall be sent by the Clinical **Department** Chair to the **Dean**.

The **Dean** accepts the Clinical **Department** Chair's recommendation usually, but has the discretion not to do so, and may review the records of the performance review committee's deliberations.

Successful transfer to a continuing annual appointment 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 2.34; and Table 1, Page 45)

Entitlement to **University Perquisites** is not related to an appointee's paymaster, but is a function of their appointment category, **Academic Position Description**, and commitment to **Academic Work**.

For full-time clinical academic appointees who are categorized as **Full-Time Equivalents** (see Section 2.22 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 Clinical **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 within the last year, a copy of the Certificate from the hospital is acceptable.

Self-Reporting (as described in Definitions 2.31), must be made by all **Clinical Faculty** to the Clinical **Department Chair** within seven working days of receipt of notification or knowledge of 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 Clinical **Department Chair**.

3.3.1.5 Appointment or transfer to **Full-Time Equivalent**

A full-time clinical academic appointee may be **Full-Time Equivalent** at the time of appointment or transfer to a **Full-Time Equivalent** appointment under conditions approved by the **Dean**, and 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**. Continuation of FTE status will generally be reviewed annually.

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 Clinical **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 their professional time (see Table 1).
- Hold a Medical Staff appointment at a **Fully Affiliated Hospital** or **Community Affiliated Hospital**, with **Harmonized Institutional Research Policies**.
- Be a member of a **Conforming Academic Practice Plan (or 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 Clinical **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 **Fully Affiliated Teaching Hospital**, a **Community Affiliated Hospital**, or an affiliated community practice. In all instances, the site at which the appointee does their **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 Review Committee** to individuals holding a part-time clinical academic appointment if the **Relevant Site** chief and the University **Department** Chair provide written evidence that the faculty member meets the criteria for access to the **Clinical Faculty Academic Review Committee** 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 Review Committee** must be reassessed by the Clinical **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 Clinical **Department** 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 Clinical **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 within the last year, a copy of the Certificate from the hospital is acceptable.

Self-Reporting (as described in Definitions 2.30) must be made by all **Clinical Faculty** to the Clinical **Department Chair** within seven working days of receipt of notification or knowledge of 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 Clinical **Department 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 **Fully Affiliated Teaching Hospital**.
- If the **Academic Work** is not performed at an affiliated **Relevant Site**, then only the adjunct clinical **Appointment Category** can be used.
- Adjunct **Clinical Faculty** must have an **Academic Position Description**.
- 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, **Temerty Faculty of Medicine**. They may vote on **Departmental** matters according to **Departmental** policies and procedures.

3.3.3.2 Appointment renewal

Renewal of appointment is at the discretion of the Clinical **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 Clinical **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 within the last year, a copy of the Certificate from the hospital is acceptable.

Self-Reporting (as described in Definitions 2.31) must be made by all **Clinical Faculty** to the Clinical **Department** Chair within seven working days of receipt of notification or knowledge of 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 Clinical **Department** Chair.

3.3.4 VISITING CLINICAL PROFESSOR

3.3.4.1 Appointment criteria

- Licensed to practice medicine in their 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 Clinical **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, Temerty Faculty of Medicine** 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 these **Procedures**, the primary one of which relates to hospital appointment location. An appointee who terminates their hospital appointment at a **Fully Affiliated Hospital** and moves to a **Community Affiliated Hospital** may transfer from a full-time to a part-time clinical academic appointment, conditional on approval of the new **Relevant Site** and the Clinical **Department** Chair.

An appointee who has, and wishes to continue, their hospital appointment at a **Fully Affiliated Teaching Hospital** will only under very exceptional

circumstances have the option of transferring from a full-time to part-time clinical academic appointment unless approved by the **University** Department Chair and Hospital Chief. The elements of a part-time clinical academic appointment are listed in Table 2 of this **Procedures** Manual.

A change in appointment category may require a new **Academic Position Description**.

3.6 Academic Leaves of Absences

Academic 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 **Clinical** Department Chair. The appointee must notify the Clinical **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 signed by the appointee, site Chief, and Clinical **Department** 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 Professor or Associate Professor. This title may normally be held by **Clinical Faculty** who were full-time or part-time clinical academic appointees at the time of 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 **University** 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 Teaching 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 Review Committee**, then their academic appointment shall not be revoked until the Committee has completed its adjudication of the matter.

For the 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 their discipline, including, without limitation, competence in teaching and research as adjudicated by peers; professional misconduct which can include breach of professionalism obligations; refusal to participate in a **Conforming Academic Practice Plan (or 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 Review Committee** (see Section 5.5.5, Step 5). Termination of a **University** appointment may be grieved as per the procedures in Section 5.3.

4.0 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 (or Equivalent)** 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 (or Equivalent)** is one that is acceptable to the **Dean**, 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 Review Committee** 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 (or Equivalent)** continues to conform to the **Policy** and the procedures set out in the **Procedures**, as amended from time to time.

4.3 Requirements

- Each practice plan will collaborate with the **University** to ensure that every practice plan member has 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. Practice plans that include faculty from multiple **Departments** require Department Chairs to work collaboratively to review and report to the **Dean** together, as they see fit.
- The Clinical **Department** Chair will advise the **Dean** regularly (but no less than every five years) on the compliance with core principles of all the **Conforming Academic Practice Plans (or Equivalents)** involving members of their **University Department**.
- Where the Clinical **Department** Chair is also the head of a **Conforming Academic Practice Plan (or Equivalent)** or a member of the plan's Executive, the Clinical **Department** Chair must recuse themselves and arrange for the review to be done by another **University Department** Chair approved by the **Dean**. The Clinical **Department** Chair has 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 **University Department** 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 **University Department** 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 (or Equivalent)** 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 (or Equivalent)** 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.

5.0 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 Teaching Hospitals** (and other **Relevant Sites**), **Conforming Academic Practice Plan (or Equivalent)**, 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 (or Equivalent)** 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 their **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 Committee**.

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 their 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 Clinical **Department** 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 on Sexual Violence and Sexual Harassment* adopted by the Governing Council on December 12, 2019, remains in force (including any amendments thereto), a complaint by a **Clinical Faculty** member that they have been sexually harassed shall not constitute a **Grievance** under these **Procedures**, notwithstanding Section 5.3.1. Instead, in the event of a complaint of sexual harassment and/or violence against a **Clinical Faculty** member that falls within the jurisdiction of the **University** and is investigated under the *Policy on Sexual Violence and Sexual Harassment*, the Vice-President and Provost or designate, in consultation with the **Vice-Provost, Relations with Health Care Institutions**, will review the investigation report and determine whether workplace and/or sexual violence occurred and impose the appropriate discipline, sanction or corrective action, having regard to appropriate factors such as the nature of the offence and any mitigating or aggravating circumstances. The Respondent will be notified in writing of the decision and any discipline or sanction imposed and will have access to the **Grievance** process set out in the **Procedures** Manual in order to appeal.

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 their **University** capacity, the *Policy on Sexual Violence and Sexual Harassment* will normally apply. More generally, however, to determine jurisdiction as to whether the **University's** *Policy on Sexual Violence and 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 protocol titled *Sexual Violence and Sexual Harassment Complaints involving Faculty Members and Students of the University of Toronto arising in Independent Research Institutions, Health Care Institutions and Teaching Agencies*

(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 Plan (or Equivalent)** will co-operate in these **Grievance** procedures as required.
- 5.3.7 A **Clinical Faculty** member may be accompanied by a **Grievance** representative of their choice at any step in the **Grievance** procedure, if so desired.
- 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 Committee** which may decide to entertain a **Grievance** where the time limits specified below have not been complied with, if **the Clinical Faculty Grievance Review Committee** 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**, they shall discuss it orally and informally at the first administrative level having the authority to dispose of it. This shall usually be the Clinical **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 Clinical **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 Committee**, 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 Committee** 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.

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 Equivalent) or Relevant Site

Disputes involving **Eligible Clinical Faculty** relating to their **Conforming Academic Practice Plan (or Equivalent)** 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 their 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 Plan (or Equivalent)** 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

Where an **Eligible Clinical Faculty** member has a dispute relating to their **Conforming Academic Practice Plan (or Equivalent)** or **Relevant Site** which involves a particular complaint arising from an alleged breach of **Academic Freedom**, the following principles, processes and timelines apply.

- An earnest effort shall be made to settle complaints fairly and promptly.
- A **Clinical Faculty** member may be accompanied by a representative of their choice at any step in the complaint procedure, if so desired.
- 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 Equivalent)** 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 Review Committee**, which may decide to entertain a complaint provided that the Committee is satisfied that neither the complainant's nor the **Conforming Academic Practice Plan (or Equivalent)**'s or **Relevant Site**'s position has been substantially prejudiced by the delay and there are reasonable grounds to do so.
- Wherever an official is specified in this procedure, a designate may be appointed to act.
- Where the complainant is the **University** Department Chair, if they are 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 (or Equivalent)** 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 Clinical **Department** Chair to intervene. This notice shall be given to the Clinical **Department** Chair within twenty (20) working days of receiving the decision of the hospital department chief or

equivalent. The Clinical **Department** 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 Clinical **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 Clinical **Department** Chair to recognize such real or perceived conflicts of role or interest, and to notify the **Dean** of their recusal as appropriate.

The Clinical **Department** Chair may achieve resolution without referral through the internal mechanisms of the **Conforming Academic Practice Plan (or Equivalent)** 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 Clinical **Department** Chair must ensure that they do not create an alternate mechanism for resolving the same dispute.

The exact nature of the internal mechanisms of the **Conforming Academic Practice Plan (or Equivalent)** 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 Review Committee** (Stage 4) before final disposition of any appeal or be committed to a further review of a matter, taking fully into account the Committee's findings (see Stages 4 and 5 below). In all cases, the Clinical **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 Clinical **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 **Temerty Faculty of Medicine**. This complaint would normally be made after the complainant has availed them self of the intervention of the Clinical **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 Equivalent)** or **Relevant Site**, but remains unsatisfied. However, where the **Eligible Clinical Faculty** member perceives that they are subject to reprisals by virtue of invoking the dispute resolution mechanism of the clinical setting, or where they have evidence to suggest that the mechanism is biased, or where there have been unreasonable delays in responding to their 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 Equivalent)** 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, they shall refer the matter to **the Clinical Faculty Academic Review Committee**, with notice to the Provost and to the **Conforming Academic Practice Plan (or Equivalent)** 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 their own potential or actual conflicts of interest and recuse themselves as appropriate.

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

STAGE 4: CLINICAL FACULTY ACADEMIC REVIEW COMMITTEE

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 Review Committee**, with notice to the Provost and to the **Conforming Academic Practice Plan (or Equivalent)** 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 Committee shall contain the details of the complaint and a statement of the issue in dispute.

The Committee shall constitute a Clinical Faculty Academic Review Panel 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 Academic Review Panel shall be final and binding on the complainant.

and the **Conforming Academic Practice Plan (or Equivalent)** and/or the **Relevant Site**. The Panel 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 Equivalent)**, or to substitute any new provision therefore, or to alter these **Procedures**. The decision of the Clinical Faculty Academic Review Panel may be unanimous or one reached by the majority of the Panel.

In all cases, the decision of the Panel shall be communicated to the parties without disclosing whether the decision was unanimous or by majority and shall show on its face only that it was a decision of the Panel. No minority or dissenting decisions shall be issued and the deliberations of the Panel shall be confidential.

STAGE 5: RETURN TO CONFORMING ACADEMIC PRACTICE PLAN (OR EQUIVALENT) OR RELEVANT SITE DISPUTE RESOLUTION PROCESS

Where the Clinical Faculty Academic Review Panel 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 Equivalent)** 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 (or Equivalent)** or **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 (or Equivalent)** or **Relevant Site** dispute resolution process within the relevant time periods, the complainant can request the Clinical Faculty Academic Review Panel to make its finding public. The Panel 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 Panel shall proceed to make its findings public.

In the event that the **Conforming Academic Practice Plan (or Equivalent)** 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 Equivalent)** 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 Committee, Clinical Faculty Academic Review Committee**, Clinical Faculty Academic Review Panel, Clinical Faculty Grievance Review Panel and the **Clinical Relations Committee**, or individuals conducting an inquiry or staff assigned to assist any of these individuals or the Panel 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 (CFA)

As stated above, **Clinical Faculty** may be accompanied by an advisor of their choice at any stage in the dispute resolution processes. The CFA has been appointed to help individual physicians interact with administrative and academic leaders, hospitals and the **University** in difficult situations. The CFA can listen, provide information and advice, help with written submissions, and accompany physicians to meetings.

The CFA, as chosen by the MSA Presidents of the **TAHSN Affiliated Teaching Hospitals**, will be a colleague who is respected by all four clinical estates (see Section 6.3.1) for their deep understanding of clinical and academic issues, has been trained in dispute resolution techniques, is recognized for their 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 selection process will ensure appropriate representation from the four clinical estates. The CFA must not currently hold an office that could be construed to place them in a conflict of interest in any dispute.

The CFA deals with matters related to work in the clinical academic environment, including, but not limited to, issues that intersect with hospital privileges, hospital or **University** appointments, and compensation. The CFA does not assist **Clinical Faculty** on strictly clinical matters, does not adjudicate disputes, and does not offer client privilege (protection from discovery in court) as would legal counsel. The CFA will work with the physician as needed to obtain expert advice including through the Canadian Medical Protective Association, Ontario Medical Association, or independent counsel.

The funding for a stipend for the CFA and related office costs will be shared by the **University**, administrations of the **TAHSN Affiliated Teaching Hospitals**, and the Medical Staff Associations. The MSA presidents will consult the other estates in setting out terms for the contract to retain the CFA 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 their 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 CFA will continue to be paid directly by a designated MSA, report to the MSA presidents, and ultimately be renewed by them on a consensus basis.

6.0 PROCEDURES ON THE TERMS OF REFERENCE FOR PANELS AND COMMITTEES

6.1 The Clinical Faculty Grievance Review Committee

6.1.1 SCOPE OF THE CLINICAL FACULTY GRIEVANCE REVIEW COMMITTEE

The **Clinical Faculty Grievance Review Committee** 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 their **University** capacity.

6.1.2 MEMBERSHIP OF THE CLINICAL FACULTY GRIEVANCE REVIEW COMMITTEE

The **Clinical Faculty Grievance Review Committee** shall be comprised of a minimum of eight (8) members:

- A minimum of six (6) of these members shall be **Clinical Faculty** members from various academic hospitals and a mix of **University Clinical Departments**
- A minimum of two (2) of these members shall be non-clinical (i.e., tenured or continuing status teaching stream) **Faculty** members at the rank of Associate Professor; Professor; Associate Professor, Teaching Stream; or Professor, Teaching Stream from the **Temerty Faculty of Medicine**.

The **Clinical Faculty Grievance Review Committee** shall not include any current **University** administrators or **Hospital Administrators** or **Conforming Academic Practice Plan (or Equivalent)** administrators.

Each member of the **Clinical Faculty Grievance Review Committee** shall be appointed for a three-year term, which may be renewed.

The membership of the **Clinical Faculty Grievance Review Committee** shall be approved by the process set out in Section 6.3.

6.1.3 ROLES AND RESPONSIBILITIES

Secretary

The Secretary supports the administration of the **Grievance** process at Stage 4 per Section 5.3. The Secretary and their delegates are appointed by the Provost or delegate. Where anything is required by these Procedures to be done by the Secretary, it may be done by or with the Secretary or their delegates.

The Clinical Faculty Grievance Review Committee

The **Clinical Faculty Grievance Review Committee** may establish its own rules of procedure as appropriate.

If it has heard any grievances, **The Clinical Faculty Grievance Review Committee** shall submit an annual report to the **Clinical Relations Committee**.

Clinical Faculty Grievance Review Panel

When a **Grievance** is referred to the **Clinical Faculty Grievance Review Committee**, it shall be heard by a four-person panel (“Clinical Faculty Grievance Review Panel”) chosen by the Secretary and led by a chair (“Clinical Faculty Grievance Review Panel Chair”).

The Clinical Faculty Grievance Review Panel will consist of four individuals:

- Clinical Faculty Grievance Review Panel Chair (non-voting)
- At least one (1) non-clinical (i.e., tenured or continuing status teaching stream) **Faculty** member from the **Temerty Faculty of Medicine**
- At least one (1) **Clinical Faculty** member who both:
 - has a primary academic appointment from a different **University Department** than that of the grievor
 - works primarily at a different *relevant site* than that of the grievor

The Clinical Faculty Grievance Review Panel Chair will be an external, legally trained person with experience and expertise in **University** matters and be appointed on an ad-hoc basis for each individual case by the President of the **University** or delegate. The other members of the Clinical Faculty Grievance Review Panel will be chosen from among members of the **Clinical Faculty Grievance Review Committee**.

The members of the Clinical Faculty Grievance Review Panel shall identify and proactively disclose any actual or potential conflicts of interest, or any issues that might be perceived by the grievor as creating a reasonable apprehension of bias.

A party who wishes to challenge a member’s appointment to the Clinical Faculty Grievance Review Panel on grounds that circumstances exist that may give rise to an actual or potential conflict of interest or reasonable apprehension of bias shall do so promptly upon becoming aware of those circumstances.

Any such challenge shall be heard by the Clinical Faculty Grievance Review Panel, including the member whose appointment is challenged.

The challenged member may resign, the Clinical Faculty Grievance Review Panel may remove the challenged member, or the Clinical Faculty Grievance Review Panel may find that there exists no actual or potential conflict of interest or reasonable apprehension of bias. This decision may be unanimous or one reached by the majority.

The Clinical Faculty Grievance Review Panel shall hear the **Grievance** and render a final decision.

In its deliberations, the Clinical Faculty Grievance Review Panel:

- shall have access to all relevant written material related to the **Grievance**
- shall have the power to interview the parties to the dispute
- shall have the power to interview anyone who it determines may assist in resolving the matter

Clinical Faculty Grievance Review Panel Chair

The Clinical Faculty Grievance Review Panel Chair shall decide all questions of law and some of their additional responsibilities will include but are not limited to:

- Identify and determine preliminary issues as they arise;
- Identify and determine procedural issues as they arise;
- Chair case conferences to address procedural issues raised by the parties;
- Draft final decisions;
- Ensure that procedural fairness is afforded to all parties involved and at every stage of the **Grievance**; and
- Recommend mediation to the parties where appropriate.

6.1.4 THE CLINICAL FACULTY GRIEVANCE REVIEW PANEL DECISION

The Clinical Faculty Grievance Review Panel Decision maybe unanimous or may be one reached by the majority of Clinical Faculty Grievance Review Panel.

The Clinical Faculty Grievance Review Panel Decision shall be communicated to the parties without disclosing whether the decision was unanimous, or by majority, and shall show on its face only that it was a decision of the Clinical Faculty Grievance Review Panel. No minority or dissenting reports shall be issued and the deliberations of the Clinical Faculty Grievance Review Panel shall be held in confidence.

The Clinical Faculty Grievance Review Panel Decision 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 Committee** or Clinical Faculty Grievance Review Panel 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**.

6.2 Clinical Faculty Academic Review Committee

6.2.1 SCOPE OF THE CLINICAL FACULTY ACADEMIC REVIEW COMMITTEE

The **Clinical Faculty Academic Review Committee** considers cases where there is a particular complaint by an **Eligible Clinical Faculty** member arising from an alleged breach of **Academic Freedom** in the **Conforming Academic Practice Plan (or Equivalent)** or the **Relevant Site**, where the matter has not been resolved to the satisfaction of the complainant by the **Conforming Academic Practice Plan (or Equivalent)** or the **Relevant Site**.

A complaint will not be heard if the complainant has failed to avail themselves of the internal dispute resolution mechanisms of the **Conforming Academic Practice Plan (or Equivalent)** or of the **Relevant Site** up to the second to last step.

6.2.2 MEMBERSHIP OF THE CLINICAL FACULTY ACADEMIC REVIEW COMMITTEE

The **Clinical Faculty Academic Review Committee** will be comprised of:

- A minimum of one (1) **Clinical Faculty** member from each of the **Fully Affiliated Teaching Hospitals**.
- A minimum of two (2) non-clinical (i.e., tenured or continuing status teaching stream) **Faculty** members at the rank of Associate Professor; Professor; Associate Professor, Teaching Stream; or Professor, Teaching Stream from the **Temerty Faculty of Medicine**.

The **Clinical Faculty Academic Review Committee** will not include any current **University** administrators or **Hospital Administrators** or **Conforming Academic Practice Plan (or Equivalent)** administrators.

Each member of the **Clinical Faculty Academic Review Committee** shall be appointed for a three-year term, which may be renewed twice.

The membership of the **Clinical Faculty Academic Review Committee** will be approved by the process set out in Section 6.3.

6.2.3 ROLES AND RESPONSIBILITIES

Secretary

The Secretary supports the administration of the complaint process at Stage 4 per Section 5.5. The Secretary and their delegates are appointed by the Provost or delegate. Where anything is required by these Procedures to be done by the Secretary, it may be done by or with the Secretary or their delegates.

Clinical Faculty Academic Review Committee

The Clinical Faculty Academic Review Committee may establish its own rules of procedure as appropriate.

If it has heard any complaints, the **Clinical Faculty Academic Review Committee** shall submit an annual report to the **Clinical Relations Committee**.

Clinical Faculty Academic Review Panel

When a complaint is referred to the **Clinical Faculty Academic Review Committee**, it shall be heard by a four-person panel (“Clinical Faculty Academic Review Panel”) chosen by the Secretary and led by a chair (“Clinical Faculty Academic Review Panel Chair”).

The Clinical Faculty Academic Review Panel will consist of:

- Clinical Faculty Academic Review Panel Chair (non-voting)
- One (1) non-clinical (i.e., tenured or continuing status teaching stream) **Faculty** member from the **Temerty Faculty of Medicine**
- Two (2) **Clinical Faculty** members who both:
 - have a primary academic appointment from a different **University Department** than that of the complainant
 - work primarily at a different **Relevant Site** than that of the complainant

The Clinical Faculty Academic Review Panel Chair will be an external, legally trained person with experience and expertise in **University** matters and be appointed on an ad-hoc basis for each individual case by the President of the **University** or delegate. The other members of the Clinical Faculty Academic Review Panel will be chosen from among members of the **Clinical Faculty Academic Review Committee**.

The members of the Clinical Faculty Academic Review Panel shall identify and proactively disclose any actual or potential conflicts of interest, or any issues that might be perceived by the complainant as creating a reasonable apprehension of bias.

A party who wishes to challenge a member’s appointment to the Clinical Faculty Academic Review Panel on grounds that circumstances exist that may give rise to an actual or potential conflict of interest or reasonable apprehension of bias shall do so promptly upon becoming aware of those circumstances.

Any such challenge shall be heard by the Clinical Faculty Academic Review Panel, including the member whose appointment is challenged.

The challenged member may resign, the Clinical Faculty Academic Review Panel may remove the challenged member, or the Clinical Faculty Academic Review Panel may find that there exists no actual or potential conflict of interest or reasonable apprehension of bias. This decision may be unanimous or one reached by the majority.

The Clinical Faculty Academic Review Panel shall hear the complaint and render a final decision.

In its deliberations, the Clinical Faculty Academic Review Panel:

- shall have access to all relevant written material related to the complaint
- shall have the power to interview the parties to the dispute
- shall have the power to interview anyone who it determines may assist in resolving the matter

Clinical Faculty Academic Review Panel Chair (additional responsibilities)

The Clinical Faculty Academic Review Panel Chair shall decide all questions of law and some of their additional responsibilities will include, but are not limited to:

- Identify and determine preliminary issues as they arise;
- Identify and determine procedural issues as they arise;
- Chair case conferences to address procedural issues raised by the parties;
- Draft final decisions;
- Ensure that procedural fairness is afforded to all parties involved and at every stage of the proceeding; and
- Recommend mediation to the parties where appropriate.

6.2.4 THE Clinical Faculty ACADEMIC REVIEW PANEL DECISION

The Clinical Faculty Academic Review Panel Decision shall 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 Clinical Faculty Academic Review Panel Decision may be unanimous or may be one reached by the majority of the Clinical Faculty Academic Review Panel.

The Clinical Faculty Academic Review Panel Decision shall be communicated to the parties without disclosing whether the decision was unanimous, or by majority and shall show on its face only that it was a decision of the Clinical Faculty Academic Review Panel. No minority or dissenting reports shall be issued and the deliberations of the Clinical Faculty Academic Review Panel shall be held in confidence.

The Clinical Faculty Academic Review Panel Decision is final and binding on the complainant and the **Conforming Academic Practice Plan (or Equivalent)** and the **Relevant Site**. At no stage of these procedures, however, will an administrative official of the **University** or of the **Clinical Faculty Academic Review Committee** or Clinical Faculty Academic Review Panel 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 Equivalent)** or to substitute any new

provision therefore, or to alter these **Procedures**. The Clinical Faculty Academic Review Panel has no powers to award remedies.

6.3 Clinical Relations Committee

The Committee shall be chaired by the **Vice-Provost, Relations with Healthcare Institutions** and will consist of the Provost of the **University** or delegate, and representation from the four clinical estates:

- Presidents of the Medical Staff Associations of all **TAHSN Affiliated Teaching Hospitals** (or their delegates)
- Chairs of the Medical Advisory Committees of all **TAHSN Affiliated Teaching Hospitals** (or their delegates)
- Clinical Department Chairs, appointed by the **Dean** (or their delegates)
- CEOs or their delegates from the **TAHSN Affiliated Teaching Hospitals** and **Community Affiliated Teaching 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**; 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 Committee and the Clinical Faculty Academic Review Committee**.
- 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, 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 Committees 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 **Temerty 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 Committee or Clinical Faculty Academic Review Committee** 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.

7.0 SUMMARY OF CLINICAL ACADEMIC APPOINTMENTS

7.1 Table 1: Summary of Full-Time Clinical Academic Appointment

Professional Working Time	Responsibilities	Rights	Perquisites	Term
<p>Engage in Academic Work for at least 80% of their professional working time</p> <p><u>Note:</u> One may work part-time but devote 80% or more of their professional working time to Academic Work. This is called be Full-Time Equivalent. (FTE).</p> <p>When holding an FTE appointment, the percentage of academic time shall not fall below 20%</p>	<p>The appointee will:</p> <ol style="list-style-type: none"> 1. Provide 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 Teaching Hospital or Community Affiliated Hospital 5. Participate in a Conforming Academic Practice Plan (or Equivalent) 6. Self-Report on professional conduct 7. Respect Departmental, Temerty Faculty of Medicine, and University policies 8. Have no outside clinical or other employment without Clinical Department Chair permission <p><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 Review Committee.</p>	<p>Access to the Clinical Faculty Grievance Review Committee for a dispute involving a decision made solely by a University official appointed under the <i>Policy on Appointment of Academic Administrators</i> acting in his/her University capacity (See Section 5.4)</p> <p>Access to the Clinical Faculty Academic Review Committee for a complaint arising from an alleged breach of Academic Freedom in a Conforming Academic Practice Plan (or Equivalent) or Relevant Site, where the matter has not been resolved to the satisfaction of the complainant by the Conforming Academic Practice Plan (or Equivalent) or the Relevant Site. (See Section 5.5)</p>	<p>Scholarship program for dependents</p> <p>Discounted Joint Memberships (athletic facilities and Faculty Club)</p> <p>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 2.34)</p> <p><u>Note:</u> Eligibility for perquisites is a function of a position description and the extent of commitment to Academic Work.</p> <p>Full-Time Equivalent appointments have University Perquisites pro-rated to the proportion of academic activity</p>	<p>First three years (extended pro rata to three years' equivalent if appointment is Full-Time Equivalent), at minimum, are Probationary</p> <p>Renewable annually; termination only for cause after Probation</p>

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

Professional Working Time	Responsibilities	Rights	Perquisites	Term
Engage in Academic Work for 20-79% of their professional working time	<p>The appointee will:</p> <ol style="list-style-type: none"> 1. Provide 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: Fully Affiliated Teaching Hospital, Community Affiliated Hospital, or affiliated community practice covered under a University-hospital or a University-clinic affiliation agreement. <ul style="list-style-type: none"> • In unusual circumstances, the Dean may approve a part-time clinical academic appointment for a physician who does not meet condition 4, if the Relevant Site has an existing agreement of some type with the University. • The Chief (or equivalent) and Clinical Department Chair provide written evidence that the circumstances of practice meet the criteria for access to the Clinical Faculty Grievance Review Committee, and the physician commits to comply with the principles and requirements related to Harmonized Institutional Research Policies. 5. Self-Report on professional conduct 6. Respect applicable Departmental, Temerty Faculty of Medicine and University policies 7. Often have outside clinical or other employment 	<p>Access to the Clinical Faculty Grievance Review Committee for a dispute involving a decision made solely by a University official appointed under the <i>Policy on Appointment of Academic Administrators</i> acting in his/her University capacity (See Section 5.4)</p> <p>The Dean may extend access to the Clinical Faculty Academic Review Committee 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.</p> <ul style="list-style-type: none"> • 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 Clinical 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: <ol style="list-style-type: none"> 1. Provide 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, Temerty Faculty of Medicine and University policies for their Academic Work. 	Not eligible for access to the Clinical Faculty Grievance Review Committee or the Clinical Faculty Academic Review Committee .	Not eligible	Term and renewal of the term are at the discretion of the Clinical Department Chair

8.0 PRIOR MESSAGES FROM THE CLINICAL RELATIONS COMMITTEE TO CLINICAL FACULTY

8.1 Message to Clinical Faculty from the Clinical Relations Committee - December 2021

The **Temerty Faculty of Medicine** of the University of Toronto is committed to the principles of inclusion and diversity in all that we do. This includes

- Creating, supporting and maintaining a learning and working environment that is free from discrimination, harassment, intimidation, bullying and disrespectful behaviour.
- Striving to recruit and retain learners, staff and **Faculty** that reflect the diversity of Canadian society.
- Assuming that our programs and curricula prepare our graduates to meet the needs of the diverse communities they will serve in their careers in Canada and around the world.

Although the **Temerty Faculty of Medicine** has highlighted in its Diversity statement that three particular groups have been targeted for priority attention (Indigenous, Black and the economically disempowered), the **Temerty Faculty of Medicine** is committed to working with all underrepresented/minoritized populations (including LGBTQ2S people, racialized groups, people with disabilities, those from rural or remote communities and more) in order to advance all forms of equity, and in particular, health equity.

The **Temerty Faculty of Medicine** is committed to the principles of allyship, with the acknowledgement that people in positions of privilege must be willing to align themselves in solidarity with marginalized groups.

8.2 January, 2013 Message to Clinical Faculty from the Clinical Relations Committee

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

8.3 October, 2005 Message to Clinical Faculty from the Clinical Relations Committee

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 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