



**Faculty of Health Sciences
School of Medicine**

**Geographically Full-Time (GFT) Clinical Faculty
Terms of Appointment**

Approved at Faculty Board
2003 June 10

http://meds.queensu.ca/health_sciences/policiesforms

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GFT Clinical Faculty Terms of Appointment

Approved at Faculty Board, Faculty of Health Sciences on 2003 June 10

Purpose

The purpose of this document is to advise geographically full-time (GFT) members of the School of Medicine, Faculty of Health Sciences, the greater Queen's community, and others about the terms of appointment of GFT members in the School of Medicine and the respective responsibilities of the GFT members, the Faculty and the University.

This document replaces all previous terms of appointment for GFT members. It amplifies the responsibilities of the University described in the Senate Statement titled "The University Appointment: Freedom and Responsibility" (appended as Annex A) to this document as they pertain to GFT members of the School of Medicine and the Faculty and is a bridge between the Senate documents, "Regulations Governing Appointment, Renewal of Appointment, Tenure and Termination, for Academic Staff" as last amended March 2, 1995 and the "Statement of Special Appointees" approved January 24, 1991 (appended as Annexes B and C), and the responsibilities of the GFT member that are described in the GFT member's role definition as developed and modified by the Department Head and the GFT member.

The GFT at Queen's University

GFT members are physicians licensed in the Province of Ontario who normally contribute all of their clinical and academic effort to advancing the purposes of the School of Medicine and its affiliated teaching hospitals and other clinical organizations as defined in the University's affiliation agreements. These efforts are described in the members' individual role descriptions.

Responsibilities of the University and Faculty

1. Clinical Departments exist simultaneously within the domains of the University and the Teaching Hospitals. Clinical responsibilities are carried out within the teaching hospitals; service relationships occur within the community, and teaching and research form part of a clinical faculty member's academic responsibilities.

Department Heads are responsible for ensuring that GFT members in their departments contribute in the areas of clinical service, teaching, research, and administration. Department heads, in consultation with the individual GFT member, shall develop a role definition for each GFT member that will include responsibilities for clinical work, teaching, research, administration and any other duties that may be undertaken by the GFT member. The role definition must be agreed upon by both the GFT member and the Department Head. It should be reviewed and revised as often as is necessary, but, in any event, no less frequently than once every two years.

Financial Arrangements

2. Financial arrangements between the University and the GFT member must be clearly stated in writing. These statements must include any University salary and benefits related to academic responsibilities in addition to professional income related to clinical practice and the source and conditions of this professional income. The GFT member must be provided with the details of the financial arrangement at the time of appointment. All financial arrangements and any changes to those arrangements must be in accordance with departmental policies.
3. In the event of the termination of the Alternative Funding Plan (AFP), executed between the Minister of Health and Long Term Care of the Province of Ontario, the entities comprising the Southeastern Ontario Academic Medical Organization (SEAMO) and the Ontario Medical Association, or a successor thereto, the procedures related to compensation and reporting of income of the 1990 Terms of Appointment, as they may have been amended, will apply to GFTs funded under that Plan.

Evaluation

4. Evaluations of GFT members shall take place in accordance with departmental, Faculty, University, and hospital policies and processes. GFT members must be advised of the method(s) of evaluation used for the

purposes of ongoing performance evaluation, reappointment, renewal, tenure and termination.

Hospital Appointment

5. The University shall request the affiliated Teaching Hospital(s) in which the GFT member will be practicing, to appoint him/her to its attending staff in the appropriate clinical department.

Space/Facilities/Resources

6. The University and Teaching Hospitals, so far as their resources permit, will arrange adequate academic and professional facilities and equipment such that the individual can meet the requirements of the role definition.
7. The University is committed to use its resources so as to optimize the quality of work done by all of its faculty members. It will develop to the limit of its resources facilities and procedures which are conducive to excellence in the activities of GFT members of faculty of the School of Medicine.

Appeal

8. For matters related to academic responsibilities, the GFT member will have access to Queen's University appeal processes. For matters related to professional practice including clinical role, clinical workload, and professional compensation, the GFT member shall have access to processes within the department, and if necessary external to the department as established by the governing body of the AFP or their equivalent.

Responsibilities of the GFT Member

1. The activities of GFT members include activities in education, clinical service, research and administration. These activities are carried out by GFT members both as faculty members of the School of Medicine, as members of the attending staff of the Teaching Hospitals, and as service providers in the community. The expected activities are described in the members' individual role descriptions. Activities outside this agreed role require the approval of the Head of the Department and must not produce conflicts of commitment nor should they be inconsistent with the goals, objectives and mission of the University and its affiliated clinical organizations.

2. In developing role descriptions, it is recognized that for clinical practice, GFTs remain independent professionals. While Departments may, through collegially determined processes, determine the role for individual GFTs, the individual remains responsible to the patient and to the governing bodies of the profession for the care provided to patients.
3. Educational activities may include undergraduate medical education, postgraduate medical education, teaching in the undergraduate and graduate life sciences, nursing and rehabilitation programs, and continuing professional education of physicians and other health care professionals. It is an expectation of appointment to the School of Medicine that the GFT be prepared and committed to participate in teaching medical students.
4. Intellectual enquiry, including research in basic, clinical or applied health sciences, is a normal responsibility of a GFT. This effort is carried out with approval of the Department Head, and in accordance with policies and procedures related to research with human or animal subjects. Where clinical research is carried out in the affiliated clinical organization, prior approval of that organization is required.
5. GFTs are expected to assist with the administration of the clinical department, School of Medicine, Faculty of Health Sciences and the University through participation on committees and other assignments. GFTs are also expected to assist with the administration of departments and committees of the principal and affiliated teaching hospitals. GFTs are encouraged to assume administrative responsibilities for learned societies, governing bodies of the profession, or professional journals. These activities must be appropriate, allow the individual to continue to meet other academic and clinical responsibilities and must be reported to the Department Head.
6. GFT members shall participate in developing, reviewing and revising their role definition and any revisions thereto, and shall notify the department/division head of a desire to modify the role definition. The GFT member shall participate in regular performance evaluations and submit such additional documentation as is required.
7. GFT members will be governed by the terms and conditions of any alternative funding agreement which may apply to their department.

8. GFT members will be governed by the rules and regulations of the School of Medicine and the University.
9. GFT members shall abide by the “Code of Behaviour for the Ethical Teacher”, (appended as Annex D), the Code of Ethics of the Canadian Medical Association, the rules and regulations of the College of Physicians and Surgeons of Ontario, and the standards of practice established by the profession’s regulatory bodies. GFT members shall abide by the code of conduct for physicians at the hospitals to which they are appointed as members of staff, and by any rules, regulations and bylaws of the hospitals.
10. GFT members shall maintain collegial relations and behaviour towards others.
11. GFT members shall abide by the rules and regulations of the departmental financial policies and procedures.
12. GFT members shall participate in any departmental or School of Medicine practice plan that may be in existence after having been appropriately ratified by mechanisms collegially derived and supported.

Annexes A thru E are available at the following URL addresses:

Annex A:

<http://www.queensu.ca/secretariat/policies/senateandtrustees/aptfreedom.html>

Annex B:

<http://www.queensu.ca/secretariat/policies/senateandtrustees/appointments.html>

Annex C:

<http://www.queensu.ca/secretariat/policies/senateandtrustees/specialappointees.html>

Annex D:

<http://policybase.cma.ca/dbtw-wpd/PolicyPDF/PD04-06.pdf>

Annex E:

http://meds.queensu.ca/assets/tenure_for_clinical_faculty.pdf

Filename: documents/SEAMO GFT Tax Status - Agreement /GFT Agreement 2003/GFTAgrmt03Mar4

Annex A

The University Appointment: Freedom and Responsibility

Last amended: November 1992

[Originally Printed as A Supplement to QUEEN'S GAZETTE, Volume IV, Number 43, Wednesday, December 6, 1972]

Report of the Senate Committee on Appointment, Promotion, Tenure and Leave (Approved by Senate on June 22, 1972; and by the Board of Trustees in October, 1972; Amended May 1986, October 27, 1988)

At the March 2, 1971 meeting, the Senate recommended that the Senate Committee on Appointment, Promotion, Tenure and Leave review matters regarding the responsibilities of faculty on a year round basis and submit recommendations on a number of specific concerns. (See Senate Committee on Academic Development, Report Number Twenty-two, Senate Agenda, March 2, 1971). To fulfill this request the Senate Committee on Appointment, Promotion, Tenure and Leave appointed a sub-committee with membership and terms of reference as shown below. Its Report on The University Appointment: Freedom and Responsibility, was approved by the Senate on June 22, 1972, and approved by the Board of Trustees at its October, 1972 meeting.

Members

- * Donald D. Carter, Faculty of Law
- * J.A. Euringer, Department of Drama
- * G.A. Harrower, Vice-Principal (Academic)
- * Duncan G. Sinclair, Department of Physiology - Chair
- * M.C. Urquhart, Department of Economics
- * W.E. Watt, Department of Civil Engineering

Terms of Reference

1. To review current practices and existing documents relating to the responsibilities and duties to the university of the members of faculty and to receive communications from individuals and groups within the university community on matters relating to this review.
2. To propose recommendations to the Senate Committee on Appointment, Promotion, Tenure and Leave on the adoption of a description, in general terms, of:
 - i. Those activities which together constitute the work done by members of faculty to meet their responsibilities and fulfill their obligations to the university.
 - ii. the services, considerations and benefits, apart from salary and associated benefits, which the university undertakes to provide the members of faculty to enable them to meet their responsibilities.

3. To propose specific recommendations to the Senate Committee on Appointment, Promotion, Tenure and Leave on:
 - i. the proportion of the 12-month year which constitutes the standard period of employment for which a salary is paid by the university to members of faculty.
 - ii. the adoption of policies concerning different periods of employment for those members of faculty whose work requires deviation from the standard period of employment.
 - iii. policies related to leaves of absence and other forms of leave, with or without recompense by the university, in relation to the standard period of employment and other periods of employment which may be adopted.
 - iv. policies to define the extent to which members of faculty, within their periods of employment, may engage in consulting and/or other work which does not constitute a primary responsibility to the university.
 - v. policies to define the rights of individual faculty members and of the university respectively as to the determination of salaries, periods of employment, and related matters, in relation to the total remuneration for work performed by members of faculty when part of such work does not constitute a primary responsibility to the university and for which remuneration in addition to that paid by the university is accepted.

6. To be governed in its procedures, without exception, by the rules applying to Committee Procedures (Section 31) of the Rules of Procedure of the Senate (as revised, 1986).

The University Appointment; Freedom and Responsibility

The faculty member holding a university appointment has no exact counterpart elsewhere. Because of the nature of the university as an institution of intellectual inquiry, faculty members require distinctive freedom in the use of their time and in the direction of their enterprises; at the same time, they must accept the responsibility of ensuring that their time is well spent and that their enterprises are directed fruitfully. This concept of freedom, coupled with responsibility, is embodied in our university custom and tradition.

With the growth of the University, it has become necessary to make more explicit the responsibilities of faculty members and to provide a general statement of the nature of a University appointment. The purpose of this document is to set out the basic principles to be followed.

Faculty Member

- 1.1 A faculty member is a member of the University who holds the academic rank of professor, associate professor, assistant professor or lecturer as set out in section Ib) of the Regulations Governing Appointment, Renewal of Appointment, Tenure and Termination for Academic Staff.

Responsibilities of the Faculty Member to the University

- 2.1 The responsibilities of faculty members are essentially determined by the responsibilities and commitments which the University itself undertakes in order to fulfill its role in society. The University, as an institution of intellectual inquiry, functions to the benefit of society through the combined efforts of its individual members.
- 2.2 The University's prime commitments are to foster intellectual inquiry, to provide instruction and supervision to all registered students, and to set high standards of education and training. Intellectual inquiry includes research and other creative, reflective and scholarly work and involvement of faculty members in such professional service, consulting, and related work as may complement the primary commitments of the University. The University must also arrange for the efficient conduct of its own affairs.
- 2.3 Faculty members are expected, during their periods of responsibility, to devote all their professional endeavours to the purposes of the University as described in the whole of this statement. Such endeavours should be exercised to the best of their abilities and in a manner consonant with their right of free inquiry and with their membership in the University community.
- 2.4 The nature and extent of each faculty member's endeavours are matters to be agreed upon with the University. These professional endeavours – in total comprising some combination of teaching, supervision, research, scholarship, professional service or consultative work, and administration – may vary from time to time for any individual and may differ among individuals. A faculty member's responsibilities may require absence from the campus for periods of time.

Period of Responsibility

- 3.1 A member of faculty, holding either a full or part-time appointment, is responsible to the University throughout the twelve months of the year unless a shorter period of responsibility has been negotiated, or unless the faculty member takes a maternity, adoption or parental leave. In lieu of such a leave, the University will grant a period of reduced responsibility to those who request this in order to fulfill their parental responsibilities during the period in which they are eligible for the leave.
- 3.2 At the initiation of either the faculty member or the University, a shorter period of responsibility may be negotiated with the agreement of the University. A faculty member with a reduced period of responsibility is entitled to consideration by the University in matters relating to tenure, promotion, advancement, salary, leave, the University's pension plan and other employment benefits.

Responsibilities of the University to the Faculty Members

- 4.1 The University is committed to use its resources so as to optimize the quality of work done by all of its faculty members. It undertakes to develop, with thorough consultation and careful planning, those facilities, services and procedures which are conducive to excellence in the activities undertaken.

Professional Service, Consulting and Related Work

- 5.1 Professional service, consulting and related work are defined as activities involving the application of professional effort and expertise on behalf of individuals or agencies outside the University community. Activities unrelated to faculty members' expertise constituting their commitment to the University, are not affected by the provisions of this section.
- 5.2 The nature of professional service, consulting and related work should be such as to complement the primary commitments of faculty members to the University.
- 5.3 The nature and extent of faculty members' participation in professional service, consulting and related work and the use of the University's facilities in connection with such work are matters to be agreed upon beforehand with the University. Such agreements may relate to specific proposals or they may be more general, relating to types of professional service, consulting and related work and to limits on the time which may be devoted to such work. Occasional professional service, consulting and related work of limited scope may be undertaken without prior agreement.
- 5.4 The nature of all professional service, consulting and related work and the time committed to it are to be reported. This report shall include details about the specific nature of the work in addition to the time involvement in consulting and other activities involving faculty members' expertise to benefit agencies external to Queen's.

Procedures

- 6.1 Within each Faculty, the dean, in consultation with the Faculty Board, shall be responsible to the Principal for the establishment of regulations and procedures concerning the terms and conditions of employment for faculty members including the nature and extent of faculty members' involvement in professional service, consulting and related work. All such regulations and procedures shall be in accordance with the principles contained in this document.
- 6.2 All terms and conditions of employment, including the nature and extent of faculty members' involvement in service, consulting and related work, shall be in accordance with the principles contained in this document.

- 6.3 As part of the regular staff assessments and/or at other appropriate times, Department Heads shall report to Deans and Deans to the Principal on major commitments undertaken.
- 6.4 Faculty members shall be entitled to recourse to the grievance procedures that have been established for matters relating to salary and promotion if agreement with the University on the terms and conditions of employment is not reached.

[Amended re gender neutral language, November 1986]

Last modified January 9, 2002

Annex B

Regulations Governing Appointment, Renewal of Appointment, Tenure and Termination for Academic Staff

Last Amended March 2, 1995

Amended: June 26, 1980; May 24, 1984; October 27, 1988; March 26, 1992; December 17, 1992; March 2, 1995.

The Regulations Governing Appointment, Renewal of Appointment, Tenure and Termination for Academic Staff were approved by the Senate at its meetings of June 28 and September 27, 1979; and by the Board of Trustees at its meeting of October 12-13, 1979.

Much of the underlying reasoning for these documents is articulated in the Discussion Papers printed as a Supplement to Volume X, Number 1, January 10, 1978, of the Queen's Gazette, which should be read in conjunction with these regulations.

The Regulations Governing Appointment, Renewal of Appointment, Tenure and Termination for Academic Staff now replace the Senate Statement on Academic Freedom and Tenure (1969).

Preamble

Queen's University recognizes academic freedom as indispensable to the purposes of a university. Freedom of faculty members to study, to teach and to record knowledge according to their best judgment is necessary if a university is to fulfill its role in society. Accordingly, academic freedom is the right of every faculty member from the time each is first appointed.

Academic freedom carries with it the duty to use that freedom in a responsible way with due regard to the rights of others within the university community and the community at large. It also carries with it an obligation to strive for excellence in teaching, research and scholarship, to devote time to students and to play an effective part in the work of the department and the University.

Queen's University further recognizes that the protection of academic freedom requires that decisions affecting individual faculty members be made in a consistent manner according to established principles and standards, applied through fair and reasonable procedures.

I. Definitions

- a. "appointee" means a person holding an appointment; it does not include:
 - i. a person holding an appointment funded entirely or significantly from sources outside the regular university operating budget (see "special appointee" below);
 - ii. a sessional appointee;

- b. “appointment” means an appointment to the academic staff as professor, associate professor, assistant professor or lecturer either for a term or with tenure; it may be full-time or part-time; full-time includes appointments in which a reduced responsibility arrangement has been negotiated; part-time normally is at least 0.5 of an equivalent faculty position; both full-time and part-time appointments carry responsibility for a full range of academic duties.*****See The University Appointment; Freedom and Responsibility, Queen’s Gazette, A Supplement to Volume IV, Number 43, Wednesday, December 6, 1972.
- c. “committee” means a standing committee or a department head acting under an approved system of consultation pursuant to Part III, clause 1;
- d. “department” and “department head” refer to a faculty or school and to a dean or director respectively in cases where there are no departments within a faculty or school;
- e. “non-renewable appointment” means an appointment for two years or less that is expressly stated to be non-renewable, that is, an appointment that an appointee will be ineligible to re-apply for or hold upon expiry of his or her current appointment;
- f. “non-renewal” means failure or refusal to renew an appointment at its expiry, other than a non-renewable appointment;
- g. “renewed appointment” means an appointment - entitling an appointee to be considered for tenure under Part VI of these regulations;
- h. “replacement appointee” means a person holding an appointment to replace a named appointee on an extended leave of up to three years; the opportunity for re-appointment shall be restricted in the same manner as for holders of non-renewable appointments;
- i. “Senate Committee” means the Senate Committee on Appointment, Promotion, Tenure and Leave;
- j. “special appointee” means a person holding an appointment funded entirely or significantly on a continuing basis from sources other than the Ministry of Education and Training operating grants and tuition fees, or an appointment the renewal of which is conditional upon obtaining significant funding on a continuing basis from sources other than the above;
- k. “tenure” refers to an appointment recognized by the University as entitling the appointee to continued employment until normal retirement age, unless dismissed for cause, and subject to university regulations concerning financial exigency; tenure requires a continuing commitment to strive diligently for excellence in teaching, research and scholarship and in the other responsibilities of a faculty member; the entitlement to continued employment shall include normal consideration for increases in salary, promotion and other benefits in working conditions.

II. Appointments

1. A person, other than a sessional appointee, employed by the University with responsibility for a full range of academic duties shall be considered to hold an appointment to the academic staff.
2. An appointee is entitled to normal consideration for increases in salary, promotion and other benefits in working conditions.

3. A non-renewable appointment may be made for a period of two years or less but not more, and shall be expressly stated to be non-renewable. A visiting appointment or other appointment for one year shall ordinarily be deemed to be non-renewable, but in special circumstances a department proceeding under Part IV may request that it be renewed for a second year. An appointee holding a non-renewable appointment may apply for any advertised vacancy for a renewable appointment in common with all other applicants and shall be judged on a competitive basis with outside applicants.
4. Ordinarily, an initial renewable appointment shall be made for a period of three years. Part-time appointments normally shall be made for a period of four years. The nature of the discipline and the proportion of a position held should be factors in deciding the initial length of the part-time appointment. In special circumstances, a committee may request that an initial appointment be made for a lesser or greater period. All such appointments shall be reported annually by the Principal to the Senate Committee.
5. All letters of appointment shall state expressly whether the appointment is renewable or non-renewable.
6. In special circumstances, a committee may request that an appointment be made with the same rights and duties as a renewed appointment, or that it be made with tenure. Such requests shall be made to the Principal accompanied by full documentation of departmental needs, market conditions for filling these needs and detailed information about the proposed appointee. All such appointments shall be reported annually by the Principal to the Senate Committee.
7. Criteria for assessment of appointees under these regulations shall be those set out in Part VI of the Senate Committee's Discussion Paper on Major Matters Pertaining to Appointment and Tenure, Queen's Gazette, Supplement, January 10, 1978, as amended by the Senate, subject to changes and additions proposed by a Faculty and approved by the Senate from time to time.
8. A special appointee may receive a non-renewable appointment under these regulations.
9. If a Faculty wishes to offer special appointees appointments subject to the availability of funding, it shall propose a plan of regulation for approval by the Senate. Such a plan may make provisions for repeated renewable term appointments and for a change in status from special appointments to renewable or tenured appointments.

III. Methods of Consultation

1. Each department or other appropriate academic unit (two or more departments may choose to join together for any of these purposes) shall establish one or more standing committees to consider and make recommendations on behalf of the unit on:
 - a. staffing needs and assessment of candidates;
 - b. renewal of appointments;
 - c. granting tenure, – OR – if a department decides that a collegial system of consultation other than a standing committee is preferable for any or all of these functions, it may propose its own system. Such a proposal shall provide for broad consultation between the department head, its members and students and shall be fully described in written regulations. It shall be sent to the appropriate Faculty Board for consideration and approval. The Faculty Board may adopt the proposal or, after consultation with other interested departments, adopt a system applicable

to several departments or units. Any system of consultation, other than a standing committee or standing committees, adopted by a Faculty Board shall be sent to the Senate for review and approval.

2. It is recognized that students have an important role to play in consultation generally and, in particular, with respect to assessment of teaching quality. Thus, where students are willing to serve and are available, they shall be members of the standing committees. In addition, the standing committee, - or in cases where consultation with the department head exists rather than a standing committee, the head, - shall consult with student representatives selected by students in the department, and reach agreement on an additional method by which students may express their opinions in writing for consideration in the regular procedures for making decisions under these regulations.
3. Each department shall have a system for assessing teaching quality within the department. The department head shall consult with student representatives selected by students in the department, and reach agreement on the system to be adopted. Where possible, the opinions of former students as well as current students should be obtained. The department head shall take special care to ensure that adequate information is obtained for purposes of assessing appointees being considered for renewal or tenure.

IV. Appointment Procedures

1. Faculty positions open for appointment shall, subject to the exceptions discussed in clause 2 below, be advertised in at least one national publication generally available at Canadian universities. The closing date for applications shall not be earlier than fifteen days after the publication has become generally available.
2. In special circumstances, a committee may request that advertising be dispensed with. Examples of special circumstances are: when a committee wishes to fill a vacancy with a visitor or other non-renewable appointment and has in mind a specific person who will meet departmental needs particularly well and who is available and interested; when a committee has reason to believe that a specific distinguished scholar or other outstanding person, who has qualities that will greatly benefit the University, is available and interested in an offer. Such requests shall be made to the Principal accompanied by full documentation of departmental needs, market conditions for filling these needs and detailed information about the proposed offeree. All such appointments made by the Principal shall be reported annually to the Senate Committee.
3. Candidates for appointment shall provide with their application a current curriculum vitae, the names of three persons who may be asked to provide letters of reference, and such additional evidence of ability in teaching, scholarship and research as the candidate may consider appropriate. The University may seek additional information regarding the candidate's ability and qualifications for the position.
4. After reviewing all applications, the department head shall submit to the dean of the faculty the following:
 - a. where there is a committee, the written recommendation of the committee with its reasons and, if the head disagrees, the head's own written reasons for disagreeing; where there is no committee, the written recommendations of the head with reasons;

- b. a summary of the candidate's qualifications and any supporting material the head considers helpful;
 - c. a report on all applications received for the position.
5. The dean shall then forward the department head's recommendation, the dean's own recommendation, and the accompanying documentation to the Principal.
 6. The Principal shall decide who, if anyone, shall be appointed and that decision shall be final, subject to the approval of the Board of Trustees when the appointment is to the rank of full professor.

V. Renewal of Appointment

1. An appointee in the final year of his or her initial appointment is entitled to be considered for renewal of appointment for a further period of three years. An appointee in the final year of an initial part-time appointment is entitled to be considered for renewal of appointment for a further period of four years. An appointee who has taken maternity, adoption or parental leave, or a period of reduced responsibility to fulfill parental responsibilities following the birth or adoption of a child, may elect to have the renewal decision postponed for a period of one year for each such birth or adoption.
2. By July 1 of the final year, an appointee shall be informed by the department head, in writing, that he or she is entitled to be considered for renewal, and shall be asked whether he or she wishes to be considered. In addition, the head shall offer a personal interview to discuss the procedure to be followed and to provide information to the appointee.
3. If an appointee wishes to apply for renewal, the head shall ask the appointee to provide to the department by September 15, the following material:
 - a. curriculum vitae;
 - b. copies of all relevant scholarly work, if feasible, or at least, citations for all such work;
 - c. summary of contributions to the department and the wider university community;
 - d. names of referees, normally not fewer than three, who will be useful in assessing the appointee's work and who have consented to act;
 - e. any other information believed to be useful.
4. Not later than October 1, the head shall arrange a meeting between the appointee and the committee, or with the head alone according to the system of consultation established, to review the names of referees suggested both by the appointee and by members of the committee and other members of the department. It would be preferable if the appointee and committee could agree on a common list from which the referees are to be selected. If they cannot, and the committee wishes to inquire of referees to whom the appointee has objections, the appointee may leave his or her objections as stated orally or put them in writing, with the assurance that the identity of those to whom the appointee objected will not be disclosed without his or her consent. The appointee may require that letters of reference be requested from any one or two of those persons who have been named under clause 3 d) above.
5. In accord with the regulations of the faculty, the head shall write or request the dean to write letters requesting assessments from a selection of not fewer than three of the referees as decided upon under Clause 4 above including the requirement of the appointee.

6. The head shall prepare a written summary and assessment of the appointee's contribution to the department and shall provide any other relevant information about the appointee's university-related work within the head's personal knowledge, or supported by the written opinion of other members of the University.
7. In considering whether an appointee should be offered a renewal, account shall be taken of all materials submitted pursuant to clauses 3, 5 and 6 above, teaching assessment pursuant to clause 3 of Part III above, and the written opinions of other members and students of the department whether requested by the head or submitted on their own initiative.
8. In considering whether an appointee should be offered a renewal a committee shall take into account departmental needs with respect to teaching and research, provided:
 - a. a plan of departmental needs has been developed or revised and approved by the department and made available in writing by the end of the calendar year before the appointee is invited to be considered for renewal;
 - b. it has considered whether the appointee is capable of teaching and doing research in the area and at the level required in allocating departmental needs according to the plan;
 - c. and if the answer to b) above is "no", it has considered in the circumstances whether the appointee is willing and may reasonably be expected to adapt to the needs in b), within a reasonable time after renewal.

If the committee concludes that the appointee may be expected to adapt within the terms of c) above, the committee shall recommend a renewed appointment. The head shall monitor the appointee's progress in adapting according to the terms of the renewed appointment and shall inform the appointee of his or her opinion as to that progress.
9. In coming to a decision about renewal, a committee shall recognize that the presumption is in favour of the appointee: in order to refuse to renew an appointment, the committee must be satisfied that the weight of evidence it has considered is in favour of non-renewal rather than renewal.
10. By November 15, the head shall submit to the dean of the Faculty, the following:
 - a. all material provided by the appointee;
 - b. all letters of assessment;
 - c. assessment of teaching;
 - d. where applicable, a plan of departmental needs pursuant to clause 8 above, and its relation to the recommendation;
 - e. where there is a standing committee, the written recommendation of the committee with its reasons and, if the head disagrees, the head's own written reasons for disagreeing; where there is no standing committee, the written recommendation of the head with reasons.
11. If satisfied that proper procedures have been followed and the decision is sound, the dean shall forward the assembled material to the Principal, together with supporting recommendation, by December 1.
12. If not satisfied that proper procedures have been followed or that the decision is sound, the dean shall meet with the committee or, if there is no committee, with the head in order to see whether their differences of opinion can be reconciled, and if not, the dean may make any further investigations deemed necessary.

13. The dean, if dissatisfied with the recommendation of the department, shall forward written recommendation along with reasons to the Principal, together with all material assembled according to clause 10 above, by December 1.
14. If the Principal receives a recommendation pursuant to clause 11 above and is not satisfied with it, or receives a recommendation pursuant to clause 13 above, the Principal shall meet with the department head and dean in order to see whether their differences of opinion can be reconciled, and, if not, may make any further investigations deemed necessary. In addition, the Principal may send the matter back for reconsideration by the committee.
15. The Principal shall make every effort to reach a decision and inform the appointee in writing by December 15.
16. If the decision is adverse, it shall be accompanied by a report summarizing the assessment of an appointee's performance and the reasons for the decision. In particular, if the appointee is refused renewal under clause 8 above, but is in all other respects deemed worthy of re-appointment, the report shall explicitly state that these are the facts of the case.
17. An appointee who is dissatisfied with an adverse decision may proceed under Part VIII of these regulations.

VI. Tenure

1. An appointee is entitled to be considered for tenure during the renewed appointment. An appointee who, during the renewed appointment, has taken maternity, adoption or parental leave, or a period of reduced responsibility to fulfill parental responsibilities following the birth or adoption of a child, may elect to have the tenure decision postponed for a period of one year for each such birth or adoption. An appointee who, during the initial appointment, has taken maternity, adoption or parental leave, or a period of reduced responsibility to fulfill parental responsibilities following the birth or adoption of a child, but who did not exercise the right to postpone the renewal of appointment decision (as set out in section V,1) may elect to have the tenure decision postponed for a period of one year for each such birth or adoption.
2. Ordinarily he or she will be considered for tenure in the final year of the renewed appointment, but in exceptional cases either an appointee or the committee may propose that consideration be given in an earlier year.
3. An earlier consideration for tenure pursuant to clause 2 above, may not proceed unless both the appointee and committee are in agreement, the committee has made a brief preliminary examination that is favourable to the appointee, and it requests permission in writing from the Principal to proceed. All permissions granted under this clause shall be reported annually to the Senate Committee.
4. In exceptional cases an appointee may request that consideration be delayed one year and accordingly the appointment be extended by one year. Appointees on part-time appointments may request a delay for up to two years with an extension of the appointment for that period. The nature of the discipline and the proportion of a position held by the part-time appointee should be factors in the decision to delay tenure consideration. This delay in all cases shall only be granted once.

5. A delay of one year as defined above shall not be granted, unless the committee has made a brief preliminary examination and agrees with the appointee and receives permission for the delay with an appointment extension, in writing, from the Principal. All such delays and extensions granted shall be reported annually to the Senate Committee.
6. If an appointee's request for delay is refused and he or she subsequently is denied tenure, both the request and refusal shall be considered relevant in any proceedings under part VIII of these regulations. The appointee may not appeal at the time of the refusal by the committee to recommend delay.
7. By July 1 of the final year of a renewed appointment, the head shall inform the appointee in writing, that he or she is entitled to be considered for tenure and shall ask whether he or she wishes to be considered. In addition, the head shall offer a personal interview to discuss the procedure to be followed and to provide information to the appointee.
8. If the appointee wishes to request delay pursuant to clause 4 above, within seven days of receiving notice from the head under clause 7 above or of July 1, whichever is later, a request shall be made to the department head, in writing, stating reasons. The committee will make every effort to effect a decision either to agree and obtain the Principal's consent, or to refuse, within fourteen days. If the decision is to refuse delay, the time elapsed between delivery of the request by the appointee and the delivery of the refusal to the appointee, shall be added to the time limits for the rest of the tenure process.
9. If an appointee wishes to apply for tenure, the head shall request that the appointee provide the following material to the department head by September 15:
 - a. curriculum vitae;
 - b. copies of all relevant scholarly work, if feasible, or at least citations for all such work;
 - c. summary of contributions to the department and the wider university community;
 - d. names of referees, normally not fewer than three, who will be useful in assessing the work and who have consented to act;
 - e. any other information believed to be useful.
10. Not later than October 1, the head shall arrange a meeting between the appointee and the committee, or with the head individually according to the system of consultation established to review the names of referees suggested both by the appointee and by members of the committee and other members of the department. At least one letter shall be requested from a person outside Queen's. It would be preferable if the appointee and committee can agree on a common list from which the referees are to be selected. If they cannot, and the committee wishes to inquire of referees to whom the appointee has objections, the appointee may voice objections, orally or in writing, with the assurance that the identity of those to whom the appointee objected will not be disclosed without his or her consent. The appointee may require that letters of reference be requested from any one or two of those persons named under clause 9 above.
11. In accord with the regulations of the Faculty, the head shall write or request the dean to write letters requesting assessments from a selection of not fewer than three of the referees as decided upon in clause 10 above, including the requirement of the appointee.
12. The head shall prepare a written summary and assessment of the appointee's contribution to the department – apart from teaching, research and scholarly work – and other relevant information about the appointee's university related work within the head's personal knowledge, or supported by the written opinion of other members of the University.

13. In considering whether an appointee should be granted tenure, account shall be taken of all material submitted pursuant to clause 9, 11 and 12 above, teaching assessment pursuant to clause 3 of Part III above, and the written opinions of other members and students of the department whether requested by the head or submitted on their own initiative.
14. If an appointee is a person who has been re-appointed under clause 8(c) of Part V, on the understanding that adaptation would be made to departmental needs within a reasonable time, the committee shall consider whether those requirements have been successfully met. If the committee concludes that this has not been done, it shall not recommend the granting of tenure.
15. In considering whether an appointee should be offered tenure, a committee shall take into account departmental needs with respect to teaching and research, provided that:
 - a. after the appointee received a renewal of appointment, a plan of departmental needs has been developed or revised and approved by the department and made available in writing by the end of the calendar year before the appointee is invited to be considered for tenure or it has reason to believe the appointee has substantially redirected his or her academic interests.
 - b. it has considered whether the appointee is no longer capable of teaching and doing research in the area and at the level required in allocating departmental needs according to the plan;
 - c. and if the answer to (b) above is “yes”, it has considered in the circumstances whether the appointee is willing and may reasonably be expected to adapt to the needs within a reasonable time.

If the committee concludes that the appointee may be expected to adapt within the terms of (c) above, the committee shall recommend a special appointment for two years after the termination of the renewed appointment. The head shall monitor the appointee’s progress in adapting to the terms of the special appointment and shall inform the special appointee as to that progress. In the second year of the special appointment, the committee shall consider whether the appointee has successfully adapted. If the committee concludes that this has not been done, it shall not recommend the granting of tenure, and the appointment shall terminate at the end of the special appointment.

16. In contrast to the position of an appointee being considered for renewal, there is no general presumption in favour of an appointee being considered for tenure. It is an appointee’s task to demonstrate that he or she merits being granted tenure. Accordingly, a committee must be satisfied that the weight of evidence it has considered, apart from departmental needs, is in favour of granting tenure. With respect to departmental needs, since these are the responsibility of the department rather than the appointee, and will arise as a consideration only if the appointee has otherwise been found to merit tenure, the presumption here is in favour of an appointee. Accordingly, a committee must be satisfied that the weight of evidence with respect to departmental needs is in favour of not granting tenure before making a recommendation against tenure on this basis.
17. By November 22, the head shall submit to the dean of the Faculty, the following:
 - a. all material provided by the appointee;
 - b. all letters of assessment;
 - c. assessment of teaching;

- d. where applicable, a plan of departmental needs pursuant to clause 15 above, and its relation to the recommendation;
 - e. where there is a committee, the written recommendation of the committee with its reasons and, if the head disagrees, the head's own written reasons for disagreeing; where there is no committee, the written recommendation of the head with reasons.
18. If satisfied that proper procedures have been followed and the decision is sound, the dean shall forward the assembled material to the Principal, and supporting recommendation, by December 8.
 19. If not satisfied that proper procedures have been followed or that the decision is sound, the dean shall meet with the committee or, if there is no committee, with the head in order to see whether their differences of opinion can be reconciled, and if not, may make any further investigations deemed necessary.
 20. If the dean remains dissatisfied with the recommendation of the department, he or she shall forward written recommendation along with reasons to the Principal, together with all material assembled according to clause 17 above, by December 8.
 21. If the Principal receives a recommendation pursuant to clause 18 above and is not satisfied with it, or receives a recommendation pursuant to clause 20 above, the Principal shall meet with the department head and dean in order to see whether their differences of opinion can be reconciled, and if not, may make any further investigations deemed necessary. In addition, the matter may be sent back for reconsideration by the committee.
 22. The Principal shall make every effort to reach a decision and inform the appointee in writing by January 15.
 23. If the decision is adverse, it shall be accompanied by a report summarizing the assessment of an appointee's performance and the reasons for the decision. In particular, if the appointee is refused tenure under clause 15 above, but in all other respects is deemed tenurable, the report shall explicitly state that these are the facts of the case.
 24. Ordinarily, an appointee who has been refused tenure shall be offered a terminal appointment of one further year at the time he or she receives the adverse decision. However, if in the opinion of the committee an appointee has behaved in a manner showing bad faith toward the University, it may recommend that a terminal appointment not be offered. Instances of bad faith include, but are not limited to, clear-evidence that the appointee had abandoned any hope of gaining tenure before indicating a wish to apply for tenure, and subsequently failure to carry out responsibilities with reasonable diligence.
 25. An appointee who is dissatisfied with an adverse decision may proceed under Part VIII of these regulations.

VII. Termination Because of Budgetary Reductions

Preamble

Termination because of budgetary reduction is designed to meet situations of financial constraint which are limited in scope. It shall not be widely used to terminate renewable appointments in their final year.

Regulations

1. The Principal and dean of a faculty may inform a department head that because of financial constraint there will be a reduction in the budget of the department requiring it to discontinue offering non-renewable appointments and to terminate a renewable appointment at the expiration of the final year of an appointment.
2. No renewable appointment shall be terminated unless all offers for further appointments, renewable or non-renewable, within the department are withdrawn and discontinued.
3. An appointee who becomes subject to termination under this part remains entitled to be considered for renewal or tenure in the normal manner.
4. If an appointee is found otherwise to merit renewal or tenure, but becomes subject to termination for reasons of budgetary reductions, the Principal shall:
 - a. notify him or her of the affirmative decision on renewal or tenure in the normal way;
 - b. not later than the time of such notification, inform the appointee that, subject to clause 6 below, the appointment will be terminated at the expiry of the final year of the current appointment because of budgetary reductions;
 - c. guarantee that the position will not be filled in the following academic year;
 - d. guarantee that if during the two subsequent years after the year in sub-clause c) above, a position is reinstated to bring the staffing in the department to the same level as during the final year of appointment, the appointee will be offered the position at appropriate rank and salary, and the Principal will make every effort to give reasonable notice of the offer in order to make it feasible for the offer to be accepted if the appointee so desires.
5. If a head is informed that the department will be required to terminate an appointment in its final year, and the department has more than one appointee in their final year, the procedure shall be as follows:
 - a. all appointees in their final year shall first be considered for renewal or tenure in the normal way;
 - b. if an appointee receives an adverse decision, the non-renewal of the appointment shall fulfill the department's requirement to terminate an appointment for budgetary reasons;
 - c. if one appointee is in the final year of an initial appointment and others are in the final year of a renewed appointment, the appointee in the final year of an initial appointment shall have the appointment terminated;
 - d. if two or more appointees are in the final year of an initial appointment – OR – if all appointees are in the final year of a renewed appointment, in order to select which one shall be subject to termination, the head shall refer the matter according to clause 1 of Part III above to the appropriate standing committee or consultation process, in order to obtain advice. The head's recommendation for termination shall be based on an assessment of the least harm to the department's program caused by the loss of one appointee's services rather than another's. This recommendation, in writing with reasons, shall be reviewed by the dean and the Principal before final decision.

6. An appointee who becomes subject to termination in the final year of a renewed appointment pursuant to this part, shall receive a one year terminal contract. The guarantees under clause 4 c) and d) above, shall accordingly be extended by one year.
7. All terminations under this part shall be reported by the Principal to the Senate, with reasons, as soon as possible after such action has been taken. The report shall be in sufficient detail to inform the Senate of the scope and nature of the terminations.

VIII. Appeals

1. This part applies to any appointee affected by an adverse decision under Part IV (Renewal of Appointment) or Part VI (Tenure) of these regulations. Throughout these proceedings any party may be assisted or represented by an academic or professional adviser.
2. Where a university holiday period falls within or on the final day of any time period set out in clauses 3,4 or 5 below, the time period affected shall be extended by the length of the holiday period.
3. Within one week of receiving an adverse decision from the Principal, an appointee may request a meeting with the head to discuss the decision. The head shall make every effort to arrange a meeting within one week of receiving the request, but in any event the meeting shall be held within two weeks.
4. If the appointee remains dissatisfied with the adverse decision, or with any action proposed as a result of a meeting held under clause 3 above, within two weeks of the meeting, or of receiving the adverse decision if a meeting is not requested, a written request for an appeal may be delivered to the head.
5. The head shall notify the dean and Principal, and request the Principal to arrange for an appeal by the way of binding arbitration under The Arbitrations Act. Both parties agree that the award made under The Arbitrations Act shall be final and binding. In agreeing to settle a dispute under The Arbitrations Act both parties undertake to make every effort to facilitate a prompt hearing. In order to do so the following timetable shall apply:
 - a. within two weeks of the appointee's written request for arbitration, as set out in clause 4 above, he shall be given the documents identified in clause 6.f) or 6.h) below;
 - b. within two weeks of the documentation being made available to the appointee, the appointee and the University shall submit the names of their respective counsels to the named arbitrator.
6. The Arbitrations Act shall govern the procedures to be followed, subject to the following terms:
 - a. On the coming into force of these regulations, and annually thereafter, and from time to time whenever the list contains too few names, the Principal and the President of the Queen's University Faculty Association or their nominees, shall jointly select a list of persons who will be called in rotation to act as arbitrator as the occasion might arise. The list shall contain at least five names. Either the Principal or the President of the Faculty Association may, by notice in writing to the other party, remove from the list of arbitrators the name of any arbitrator not then engaged in an arbitration under these regulations.

- b. When the Principal receives a request for arbitration the President of the Faculty Association shall be informed in writing, and they shall jointly inform the first listed arbitrator that arbitration services are required. They shall also consult the appointee to arrange a mutually convenient date for a hearing as early as possible.
- c. On the coming into force of these regulations the Principal and the President of the Queen's University Faculty Association, or their nominees, shall jointly select an examiner residing in the Kingston area to examine all letters of reference that may be used as evidence pursuant to an appeal under this part, in order to be satisfied with respect to their authenticity and to delete the name of, and any other identifying references to, the author, unless the author has expressly consented to be identified. They shall jointly select a successor to the examiner as the need arises.
- d. Parties may be represented by counsel.
- e. Each party may summon not more than three expert witnesses to give evidence about the quality of academic work of the appointee. An arbitrator shall refuse to hear the testimony of any expert witness who has not freely consented to appear and give evidence without the threat of subpoena.
- f. In an appeal against non-renewal, an appointee is entitled to examine all documents listed in clauses 10 and 13 of Part V of these regulations, and to present any of them as evidence before the arbitrator, provided that the University shall first submit all letters of reference to the examiner in sub-clause c) above, to remove the name of the author and all identifying references, unless the author has expressly consented to be identified.
- g. The University may present any of the documents referred to in sub-clause f) above, as evidence before the arbitrator, subject to the same conditions.
- h. In an appeal against refusal to grant tenure, an appointee is entitled to examine all documents listed in clause 8 (reasons for delay of tenure review) as well as those incorporated by clauses 17 and 20 of Part VI of these regulations, subject to the same conditions as set out in sub-clause f) above.
- i. The University may present any of the documents referred to in sub-clause h) above, as evidence before the arbitrator, subject to the same conditions.
- j. An arbitrator in arriving at an award may consider any evidence submitted under clause 6 of Part VI of these regulations, concerning a request to delay tenure consideration.
- k. Whether or not a request for delay under clause 6 of Part VI was made, an arbitrator may award a year's delay and extension if deemed fit.
- l. An arbitrator may confirm the decision of the University.
- m. If concluding that the decision of the University is wrong in any material respect, the arbitrator may:
 - i. send the decision back for reconsideration with such guidance and instructions as deemed fit;
 - ii. grant such extension of the appointment as deemed necessary to avoid prejudice to the appointee;
 - iii. substitute a decision on the merits, if the decision of the University is found to be clearly wrong and the evidence is sufficiently clear;
 - iv. award the appointee a sum in compensation;

- v. order the University to publish a correction or clarifying statement, or any part or the whole of the reasons for the award in the Queen's Gazette;
 - vi. award any other relief deemed fair and equitable.
- n. The University shall in all cases pay the fees of the arbitrator and all incidental costs related to holding the hearing.
- o. If the arbitrator confirms the decision of the University, each party shall ordinarily be left to pay its own costs. However, if the arbitrator concludes that, apart from the fact of an adverse decision, the University has conducted itself so as to give the appointee fair and reasonable cause to appeal, costs may be awarded to the appointee. If the arbitrator concludes that the appeal was frivolous and vexatious, costs may be awarded to the University.
- p. If the arbitrator makes an award that reduces the adverse decision of the University in any material respect, costs shall be awarded to the appointee.
- q. Costs referred to in sub-clause o) and p) of this clause mean a maximum of \$300 legal fees per day of hearing and \$200 legal fees per day of preparation, plus reasonable disbursements for expenses. If the parties cannot agree on the amount of an award of costs, the arbitrator shall tax the amount on written application of either party.

IX. Review of Performance

Preamble

A department head is responsible, among other things, for the continuing satisfactory performance of the department's teaching and research duties. In the normal course of the academic year, in allocating resources and recommending salary increases, the performance of faculty members and the needs of the department shall be reviewed. The usual adjustments made by heads will be sufficient in the great majority of cases to encourage members to contribute their appropriate share to the work of the department. However, in a few cases heads may find it necessary to bring to the attention of appointees that their performance is less than satisfactory. The approach may vary from an oral discussion with the appointee all the way to a clear reflection of dissatisfaction in terms of salary.

In the rare extreme case, a head may receive complaints from students or colleagues, or may have personal knowledge, of persistent failure to carry out duties satisfactorily over a fairly long period of time. In such a case, the normal channels will ordinarily have failed. Nevertheless, the head may consider that the performance of the appointee is so seriously deficient that if it continues it would constitute adequate cause for dismissal. In these circumstances, the head may want to provide the appointee with a reasonable opportunity to improve his or her performance rather than commence dismissal proceedings at that time. Accordingly, the head may choose to proceed in the manner set out below.

1. If a department head is satisfied that an appointee has persistently failed to carry out his or her duties over an extended period of time, the head shall assemble in writing information – whether complaints received from students, colleagues or personal knowledge – and summarize this information together with the reasons for believing that

- there has been a significant failure by the appointee to meet his or her obligations. This information shall be presented to the dean of the faculty and the matter discussed.
2. If the dean and department head agree that the appointee must be informed of the serious nature of his or her failure and the need for improvement, they shall present and discuss the information with the Principal.
 3. If the Principal agrees, the head shall inform the appointee in writing of the nature of the complaints and the basis for making them. The head shall set out what improvements are expected from the appointee in overcoming the failure in performance and a time period, not less than one year, for that improvement. The head shall also state that at the end of the time period the appointee's performance will be reviewed. The head shall invite the appointee to meet to discuss the decision if the appointee so desires.
 4. The head shall review the appointee's performance according to the terms of the written notice in clause 3 above, and shall discuss the matter with the appointee before completing the assessment. If, in the head's opinion, the appointee has not made satisfactory progress, the head will again consult with the dean and Principal, so that the Principal may decide whether to proceed with a further period for improvement and review or to refer the matter to an Advisory Review Committee, as set out below. The head shall inform the appointee in writing of the nature of any continuing dissatisfaction with his or her performance and the basis for it. The appointee shall be invited to meet with the head to discuss the decision if the appointee so desires.
 5. On the coming into force of these regulations, the Senate shall select a list of six tenured faculty members at Queen's University who agree to serve, one each from the faculties or groups of: Applied Science; Arts and Science; Business; Education; Health Sciences; Law. The Senate shall also select six alternates on the same basis. The Senate Nominating Committee shall review the list annually and from time to time upon any person resigning or becoming unavailable to serve, and shall propose replacements for selection by Senate as required.
 6. If on the advice of a department head and dean pursuant to clause 4 above, the Principal believes that an appointee's performance, after the review period, is sufficiently unsatisfactory to raise seriously a question of dismissal for cause, the matter may be referred to an Advisory Review Committee to advise on whether in its opinion dismissal proceedings ought to be pursued. The Committee shall be composed of three members selected from the list in clause 5 above. The Principal shall give written notice to the chair of the Senate Nominating Committee, who shall arrange to draw by lot three names from the list in clause 5 above, excluding the name of the person in the same faculty or group as the appointee under review. In the event that a person whose name is drawn is unable or unwilling to serve, an alternate shall be selected. If the alternate is unable or unwilling to serve, then another name shall be drawn. The person whose name is first drawn shall chair the proceedings of the Advisory Review Committee.
 7. Since the committee is a review committee and only advisory to the Principal, it shall have only a limited role with a minimum of formal requirements. It shall review all the written information presented by the head and dean to the Principal. The appointee shall receive copies of all information referred to the committee. He or she may submit written replies within 30 days of receiving all the information. One copy shall be sent to the person chairing the committee and one to the department head.

8. The appointee may request an opportunity to make oral argument, and the head may request an opportunity to make an oral response, but there shall be no presentation of witnesses or oral testimony. The committee shall determine the time and place and a reasonable time limit for such an argument. Either party may be assisted or represented by an academic or professional adviser.
9. After considering the written submission and oral argument, the committee shall advise the Principal in writing whether in its opinion dismissal proceedings ought to be brought, whether there should be a further review period or some lesser reprimand, or whether no action should be taken. The committee may also give its opinion about any other aspect of the referral it thinks helpful, including the merits of complaints against the appointee. A copy of the committee's written advice shall be sent to the appointee.
10. If the committee advises that there should be a further review period and the advice is accepted by the Principal, in the event of continuing dissatisfaction with performance at the end of the review period, the matter may be referred to a second Advisory Review Committee, pursuant to clauses 6 to 9 inclusive above.
11. A decision by the Principal to refer a matter to an Advisory Review Committee, the proceedings of the committee and its written opinion shall not be subject to appeal or grievance. If the Principal informs an appointee in writing of the intention to act on a recommendation for dismissal, the regulations governing Dismissal for Cause under Part X shall apply. An appointee shall have all ordinary rights of grievance against other decisions under this Part.
12. The information received by the committee and its written advice to the Principal may be introduced in any subsequent dismissal proceedings by either party. Otherwise the information and advice shall be confidential unless the appointee consents to disclosure or wishes to disclose any material portion.

X. Dismissal for Cause

1. An appointee, as defined in any of the clauses of Part 1 of these regulations, may be dismissed for adequate cause.
2. In any proceedings under this Part, any party may be assisted or represented by an academic or professional adviser.
3. Adequate cause includes persistent failure to carry out duties, refusal to carry out reasonable assignments, or gross misconduct that unfits a person to continue as a member of the faculty. Gross misconduct does not include free inquiry, discussion, exercise of judgment or honest criticism of matters whether inside or outside the University, or any combination of these activities. Cases of failure to carry out reasonable duties because of physical or emotional disability ought, where circumstances permit, to be treated separately from dismissal cases.
4. If satisfied that there is adequate cause to justify recommending that an appointee be dismissed, the department head shall assemble in writing, information, whether complaints received from others or derived from personal knowledge, and summarize this information together with reasons for believing there is adequate cause; and shall present and discuss this information with the dean of the Faculty.
5. If the dean and department head agree on taking any action, less than recommending dismissal, they shall inform the Principal. With the Principal's consent, the head shall

- inform the appointee in writing of the decision and the reasons for it. The head shall offer the appointee an appointment to discuss the decision if the appointee so desires.
6. If the dean and department head, or either of them are satisfied that the recommendation for dismissal should proceed, they shall so inform, and discuss the matter fully with the Principal.
 7. If the Principal agrees, the appointee shall be informed in writing of the Principal's intention to act on the recommendation for dismissal, and the reasons for it. The Principal's discretion may be used to relieve the appointee of his or her duties until the case has been resolved.
 8. Within one week of receiving the recommendation for dismissal from the Principal, an appointee may request a meeting with the head to discuss the recommendation. The head shall make every effort to arrange a meeting within one week of receiving the request but, in any event, the meeting shall be held within two weeks.
 9. If the appointee remains dissatisfied with the recommendation, within two weeks of the meeting, or of receiving the recommendation, if a meeting is not requested, he or she may deliver to the head a request for arbitration.
 10. If the appointee does not deliver a request for arbitration under clause 9 above, the Principal shall confirm the recommendation and notify the appointee of his or her dismissal in writing pursuant to the terms of the recommendation. The dismissal shall be binding on the appointee and not subject to arbitration under these regulations.
 11. The Arbitrations Act shall govern the procedures to be followed pursuant to a request under clause 9 above, subject to the following terms:
 - a. The University shall inform the appointee in writing of all the charges against him or her in sufficient detail to enable a defence to be prepared.
 - b. Clause 5(a) of Part VIII of these regulations shall apply to the selection of an arbitrator under this Part.
 - c. When the Principal receives a request for arbitration, the President of the Faculty Association shall be informed, in writing, and they shall jointly inform the first listed arbitrator that arbitration services are required. They shall also consult the appointee to arrange a mutually convenient date for a hearing as early as possible.
 - d. Parties may be represented by counsel.
 - e. An arbitrator may confirm the decision of the University.
 - f. If an arbitrator concludes that the decision of the University is wrong in any material respect, the Arbitrator may:
 - i. order that the appointee not be dismissed;
 - ii. order that the appointee be returned to his or her duties;
 - iii. substitute suspension for a specified time instead of dismissal;
 - iv. award the appointee a sum of compensation;
 - v. order the University to publish a correction or clarifying statement, or any part or the whole of the reasons for the award in the Queen's Gazette;
 - vi. award any other relief deemed fair and equitable.
 - g. The University shall in all cases pay the fees of the arbitrator and all incidental costs related to holding the hearing.
 - h. If the arbitrator confirms the decision of the University, ordinarily each party shall be left to pay its own costs. However, if the arbitrator concludes that, apart from the fact of an adverse decision, the University has conducted itself so as to give

the appointee fair and reasonable cause to appeal, costs may be awarded to the appointee. If the arbitrator concludes that the appeal was frivolous and vexatious, costs may be awarded to the University.

- i. If the arbitrator makes an award that reduces the adverse decision of the University in any material respect, costs shall be awarded to the appointee.
 - j. Costs referred to in sub-clauses h) and i) of this clause mean a maximum of \$300 legal fees per day of hearing and \$200 legal fees per day of preparation, plus reasonable disbursements for expenses. If the parties cannot agree on the amount of an award of costs, the arbitrator shall tax the amount on written application of either party.
12. An appointee shall be entitled to his or her full salary up to the date on which the dismissal notice from the Principal or the decision of the arbitrator, as the case may be, is communicated to the appointee.

XI. General

1. In keeping with general university policy, all personnel information is confidential. Accordingly, all persons who participate in the appointment, renewal or tenure process are under a duty to keep all information and deliberations confidential. Responsibility for confidentiality is always a serious matter, and it is especially important during the time when an appointee is being considered for renewal or tenure. All decisions on renewal and tenure shall be communicated to an appointee, only by the Principal.
2. After an appointee has received an adverse decision, he or she may make inquiries of any person who has participated in the process. Apart from the obligation of the department head to hold a meeting under clause 3 of Part VIII above, such persons are free to respond to such inquiries or to refrain from responding, as they see fit.
3. An appointee may require that all proceedings during the course of an appeal shall remain confidential. If the appointee does not expressly require that the proceedings remain confidential, any hearing before an arbitrator will be open to members of the university community.
4. An arbitrator's award and the reasons for it shall be made available to the public.
5. In all procedures under these regulations the University shall make every effort to complete each stage at the date set out. Should delay result at any stage or should any stage be rendered ineffective for any reason other than the fault of the appointee, the University shall give the appointee the full time allocated for his or her responses under the regulations, shall make every effort to recover lost time and to relieve the appointee from any harm caused by such delay.

Transitional Provisions for Term Appointees

Preamble

At the time of the adoption of the Regulations Governing Appointment, Renewal of Appointment, Tenure and Termination for Academic Staff, there are substantial numbers of teaching staff at Queen's who have been appointed with term appointments. The Statement on

Academic Freedom and Tenure of 1969 does not recognize the status of term appointee, nor do these appointments exactly match a category in the new regulations. It follows that these appointments could not have been made taking into account the relevant provisions of the new scheme of hiring, renewal and tenure, nor the consequences of making term appointments and, in particular, renewal of these appointments.

Classifying Existing Term Appointments

Existing term appointments are too numerous for each one to be treated as an individual case outside the Statement on Academic Freedom and Tenure or the Regulations Governing Appointment, Renewal of Appointment, Tenure and Termination for Academic Staff. Although considerable flexibility should be retained in dealing with these appointments, especially in cases where transitional rules may work unfairly, there is need for a general transitional scheme to classify appointees in order to treat like cases in a like manner.

Eligibility for Consideration for Tenure

Term appointees who have received at least one contract renewal and who will have completed a number of years of service equivalent to, or greater than, the number required under the Regulations Governing Appointment, Renewal of Appointment, Tenure and Termination for Academic Staff should be eligible to be considered for tenure. (Excluded from this class would be any person now serving under a contract that is a terminal or non-renewable contract.) All appointees in this class, with contracts that might otherwise expire at the end of the current academic year, should have them extended for the 1979-80 academic year in order to receive consideration for tenure. In addition, all appointees whose renewed appointments will, subsequent to 1978-79, lead to a number of years of service, equivalent to, or greater than, the number required in the Regulations Governing Appointment, Renewal of Appointment, Tenure and Termination for Academic Staff, should also be eligible to be considered for tenure in the appropriate year. The reasoning is that, although these appointees have not been considered for renewal as provided in the Regulations Governing Appointment, Renewal of Appointment, Tenure and Termination for Academic Staff, they have, after substantial service to their departments, been assessed and considered satisfactory for re-appointment. Departments with the option to terminate have chosen instead to rehire, and in these circumstances appointees should receive consideration for tenure.

Term appointees who have received renewals, but whose total years of service (for example, an initial contract for two years with a two year renewal) amount to less than the number of years needed to be eligible to be considered for tenure, should be entitled to consideration for a further renewal according to the terms of the Regulations Governing Appointment, Renewal of Appointment, Tenure and Termination for Academic Staff, including the presumption in their favour: they have already received a renewal, even if for a shorter time than required for tenure consideration. A renewal, if granted, should be for no less duration than will make the appointee eligible to be considered for tenure and not longer than is needed to give the appointee reasonable time to prepare to meet the requirements for tenure.

Term appointees who are under their first contract should be governed by the terms of their present contracts: those responsible for making these initial appointments will not have had in mind the significance of a renewable appointment at the time the offer was made. Thus, if a

contract made no mention of renewal, the appointee will receive no additional rights under these transitional provisions, in the event of non-renewal. However, if the appointee receives a renewal it should generally be permitted only on terms that bring the appointee within the new system of appointments. There may be special circumstances that require extraordinary arrangements. Such special arrangements should be reported to, and monitored by, the Senate Committee.

Term appointees whose renewed appointment extends beyond six years in total, are eligible to be considered for tenure in any year from the sixth year to the final year of their term appointment. They will be considered for tenure in a year earlier than the final year, only upon written request. Upon being considered for tenure, they acquire all rights and benefits under Part VI of the Regulations Governing Appointment, Renewal of Appointment, Tenure and Termination for Academic Staff, including the ordinary benefit of a terminal appointment under clause 25, but relinquishes any remaining time under their term appointment.

Regulations Concerning Financial Exigency

Preamble

In the event of financial exigency, the University may find it necessary to take extraordinary measures to preserve itself. Included among extraordinary measures could be a reduction in teaching staff through termination of employment of teachers, among both those on contractually limited appointments and tenured staff.

Regulations

Before any extraordinary measures may be undertaken by the University, either procedure A or B shall be followed:

Procedure A (Part I):

1. The Principal may give notice to the university community that in his or her opinion the University is about to enter, or has entered, a period of extreme financial exigency.
2. The Principal shall call a special meeting of the Senate at which the nature and extent of the crisis shall be described and sufficient written financial information be made available to explain the University's difficulties.
3. After a full discussion of the Principal's report, the Senate shall proceed to elect from among its members eight persons to serve on an ad hoc Joint Committee of the Board of Trustees and Senate on Financial Exigency. Of the eight members at least two shall be student senators and four elected faculty senators. (Because of the importance of the committee, the Senate may wish to adjourn for a time in order to permit senators to consult with colleagues who may be willing to serve on it.)

Procedure B (Part I):

1. Two or more members of Senate may give notice of motion that in their opinion the University is about to enter, or has entered, a period of extreme financial exigency.

2. They shall request the Principal to call a special meeting of Senate at which they shall describe the nature and extent of the crisis and make available in written form the information upon which they have based their opinion.
3. They shall move a motion requiring the University to adopt the procedures for selecting an ad hoc committee as described in clause 3 of Procedure A above. If, after a full discussion, this motion is passed, the procedures in clause 3 of Procedure A, above, and the remainder of these regulations shall be followed.

Procedures A and B (Part II):

4. The Principal shall consult with the Board of Trustees, so that it may elect its members to serve on the joint committee as quickly as possible. The Board shall elect not more than eight members, but in the interest of keeping down the total size of the committee it may elect fewer.
5. The Principal shall chair the committee.
6. The committee shall consider the submissions to the Senate and Senate minutes and the nature and extent of the financial crisis, and shall make such further examination of the problems, including holding open meetings, as it deems fit. In addition, it shall receive briefs from those persons or groups in the university community who wish to make their views known. The committee shall recommend measures to deal with the crisis.
7. If the recommendations include measures requiring action by the Senate, the committee shall prepare a report for the Senate, setting out the problems and alternatives, the reasons for recommending a particular course of action, specific motions to be considered by the Senate, and explanations of how such motions are expected to be implemented.
8. Any measures requiring termination or change in conditions of employment of academic staff because of financial exigency shall be brought before Senate for approval and recommendation to the Board of Trustees.
9. If the committee recommends measures that do not require action by the Senate (but only by university officers and/or the Board of Trustees) it shall report to the Senate in the manner set out in 7. above, except that no motion will be proposed.

Last modified January 3, 2002

Annex C

Statement on Special Appointees

Approved January 24, 1991

According to the Regulations Governing Appointment, Renewal of Appointment, Tenure and Termination for Academic Staff (Queen's Gazette, Supplement to Volume XI, Number 46, November 20, 1979), a "special appointee" means a person holding an appointment funded entirely or significantly on a continuing basis from sources other than the Ministry of Colleges and Universities operating grants and tuition fees, or an appointment the renewal of which is conditional upon obtaining significant funding on a continuing basis from sources other than the above. An "appointment" means an appointment to the academic staff as professor, associate professor, assistant professor or lecturer. According to these definitions, the individuals under discussion in this report hold academic rank and should not be confused with post-doctoral fellows not holding academic rank.

Procedures for Special Appointees

1. that letters of appointment to special appointees contain a clear statement as to the nature of the appointment with respect to renewability, eligibility for tenure, and rank; and that all letters of appointment state that special appointees are eligible to compete for any renewable appointment that may become available.
2. that current university practices with respect to eligibility for start-up funds for research, fringe benefits, travel allocation, and professional allowance for appointees in general be continued for special appointees.
3. that all special appointees with academic rank be reviewed annually, using criteria appropriate to their terms of appointment.
4. that current University salary practices for appointees in general (taking into account merit, scale, and other increments) be continued for special appointees, and that any deficit in meeting the increase from the funding agency be covered by the University.
5. that not later than the beginning of the final year of the special appointment, the department head inform the appointee in writing of the prospects for continued employment in the department.
6. that, in exceptional circumstances, the department head may request, through the Dean, that advertising for a renewable appointment be dispensed with, pursuant to Section IV(2) – Academic Appointment Procedures, of the Regulations Governing Appointment, etc.
7. that credit for prior service be settled at the time of the agreement on a renewable appointment.

Last modified January 10, 2002

CODE OF BEHAVIOUR FOR THE ETHICAL TEACHER

The ethical clinical teacher:

1. *will treat students with respect regardless of level of training, race, creed, colour, gender, sexual orientation, or field of study;*
2. *will teach the knowledge, skills, attitudes and behaviour, and provide the experience that the student requires to become a practitioner in his/her chosen career;*
3. *will supervise students at all levels of training as appropriate to their knowledge, skills and experience;*
4. *will support and encourage students in their endeavours to learn and to develop their skills and attitudes and a sense of enquiry;*
5. *will allow responsibility commensurate with ability;*
6. *will see patients when so requested by students;*
7. *will teach to students the rationale for decisions, the reasons for conclusions, the reasoning behind investigation and treatment;*
8. *will discuss alternative diagnoses, investigations and therapeutic choices and the merits and risks of these;*
9. *will assess carefully and accurately students' abilities and provide prompt verbal and written feedback;*
10. *will assess only performance and not allow this assessment to be coloured by personal interactions;*
11. *will provide remedial teaching when so indicated by assessment;*
12. *will maintain a professional teacher-student relationship at all times and avoid the development of emotional, sexual, financial or other relationships with students;*
13. *will strive to conduct herself/himself in a fashion to be an excellent role model for students;*
14. *will refrain from addressing students in a disparaging fashion;*
15. *will refrain from intimidating or attempting to intimidate students;*
16. *will refrain from harassment of students in any fashion – emotional, physical or sexual.*



CMA Code of Ethics (Update 2004)

Last reviewed March 2012: Still relevant

This Code has been prepared by the Canadian Medical Association as an ethical guide for Canadian physicians, including residents, and medical students. Its focus is the core activities of medicine – such as health promotion, advocacy, disease prevention, diagnosis, treatment, rehabilitation, palliation, education and research. It is based on the fundamental principles and values of medical ethics, especially compassion, beneficence, non-maleficence, respect for persons, justice and accountability. The Code, together with CMA policies on specific topics, constitutes a compilation of guidelines that can provide a common ethical framework for Canadian physicians.

Physicians should be aware of the legal and regulatory requirements that govern medical practice in their jurisdictions.

Physicians may experience tension between different ethical principles, between ethical and legal or regulatory requirements, or between their own ethical convictions and the demands of other parties. Training in ethical analysis and decision-making during undergraduate, postgraduate and continuing medical education is recommended for physicians to develop their knowledge, skills and attitudes needed to deal with these conflicts. Consultation with colleagues, regulatory authorities, ethicists, ethics committees or others who have relevant expertise is also recommended.

Fundamental Responsibilities

1. Consider first the well-being of the patient.
2. Practise the profession of medicine in a manner that treats the patient with dignity and as a person worthy of respect.
3. Provide for appropriate care for your patient, even when cure is no longer possible, including physical comfort and spiritual and psychosocial support.
4. Consider the well-being of society in matters affecting health.
5. Practise the art and science of medicine competently, with integrity and without impairment.
6. Engage in lifelong learning to maintain and improve your professional knowledge, skills and attitudes.
7. Resist any influence or interference that could

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All policies of the CMA are available electronically through CMA Online (www.cma.ca).

undermine your professional integrity.

8. Contribute to the development of the medical profession, whether through clinical practice, research, teaching, administration or advocating on behalf of the profession or the public.

9. Refuse to participate in or support practices that violate basic human rights.

10. Promote and maintain your own health and well-being.

Responsibilities to the Patient

General Responsibilities

11. Recognize and disclose conflicts of interest that arise in the course of your professional duties and activities, and resolve them in the best interest of patients.

12. Inform your patient when your personal values would influence the recommendation or practice of any medical procedure that the patient needs or wants.

13. Do not exploit patients for personal advantage.

14. Take all reasonable steps to prevent harm to patients; should harm occur, disclose it to the patient.

15. Recognize your limitations and, when indicated, recommend or seek additional opinions and services.

16. In determining professional fees to patients for non-insured services, consider both the nature of the service provided and the ability of the patient to pay, and be prepared to discuss the fee with the patient.

Initiating and Dissolving a Patient-Physician Relationship

17. In providing medical service, do not discriminate against any patient on such grounds as age, gender, marital status, medical condition, national or ethnic origin, physical or mental

disability, political affiliation, race, religion, sexual orientation, or socioeconomic status. This does not abrogate the physician's right to refuse to accept a patient for legitimate reasons.

18. Provide whatever appropriate assistance you can to any person with an urgent need for medical care.

19. Having accepted professional responsibility for a patient, continue to provide services until they are no longer required or wanted; until another suitable physician has assumed responsibility for the patient; or until the patient has been given reasonable notice that you intend to terminate the relationship.

20. Limit treatment of yourself or members of your immediate family to minor or emergency services and only when another physician is not readily available; there should be no fee for such treatment.

Communication, Decision Making and Consent

21. Provide your patients with the information they need to make informed decisions about their medical care, and answer their questions to the best of your ability.

22. Make every reasonable effort to communicate with your patients in such a way that information exchanged is understood.

23. Recommend only those diagnostic and therapeutic services that you consider to be beneficial to your patient or to others. If a service is recommended for the benefit of others, as for example in matters of public health, inform your patient of this fact and proceed only with explicit informed consent or where required by law.

24. Respect the right of a competent patient to accept or reject any medical care recommended.

25. Recognize the need to balance the developing competency of minors and the role of families in medical decision-making. Respect the autonomy of those minors who are authorized to consent to

treatment.

26. Respect your patient's reasonable request for a second opinion from a physician of the patient's choice.

27. Ascertain wherever possible and recognize your patient's wishes about the initiation, continuation or cessation of life-sustaining treatment.

28. Respect the intentions of an incompetent patient as they were expressed (e.g., through a valid advance directive or proxy designation) before the patient became incompetent.

29. When the intentions of an incompetent patient are unknown and when no formal mechanism for making treatment decisions is in place, render such treatment as you believe to be in accordance with the patient's values or, if these are unknown, the patient's best interests.

30. Be considerate of the patient's family and significant others and cooperate with them in the patient's interest.

Privacy and Confidentiality

31. Protect the personal health information of your patients.

32. Provide information reasonable in the circumstances to patients about the reasons for the collection, use and disclosure of their personal health information.

33. Be aware of your patient's rights with respect to the collection, use, disclosure and access to their personal health information; ensure that such information is recorded accurately.

34. Avoid public discussions or comments about patients that could reasonably be seen as revealing confidential or identifying information.

35. Disclose your patients' personal health information to third parties only with their consent, or as provided for by law, such as when the maintenance of confidentiality would result in

a significant risk of substantial harm to others or, in the case of incompetent patients, to the patients themselves. In such cases take all reasonable steps to inform the patients that the usual requirements for confidentiality will be breached.

36. When acting on behalf of a third party, take reasonable steps to ensure that the patient understands the nature and extent of your responsibility to the third party.

37. Upon a patient's request, provide the patient or a third party with a copy of his or her medical record, unless there is a compelling reason to believe that information contained in the record will result in substantial harm to the patient or others.

Research

38. Ensure that any research in which you participate is evaluated both scientifically and ethically and is approved by a research ethics board that meets current standards of practice.

39. Inform the potential research subject, or proxy, about the purpose of the study, its source of funding, the nature and relative probability of harms and benefits, and the nature of your participation including any compensation.

40. Before proceeding with the study, obtain the informed consent of the subject, or proxy, and advise prospective subjects that they have the right to decline or withdraw from the study at any time, without prejudice to their ongoing care.

Responsibilities to Society

41. Recognize that community, society and the environment are important factors in the health of individual patients.

42. Recognize the profession's responsibility to society in matters relating to public health, health education, environmental protection, legislation affecting the health or well-being of the community and the need for testimony at judicial proceedings.

43. Recognize the responsibility of physicians to promote equitable access to health care resources.

44. Use health care resources prudently.

45. Recognize a responsibility to give generally held opinions of the profession when interpreting scientific knowledge to the public; when presenting an opinion that is contrary to the generally held opinion of the profession, so indicate.

Responsibilities to the Profession

46. Recognize that the self-regulation of the profession is a privilege and that each physician has a continuing responsibility to merit this privilege and to support its institutions.

47. Be willing to teach and learn from medical students, residents, other colleagues and other health professionals.

48. Avoid impugning the reputation of colleagues for personal motives; however, report to the appropriate authority any unprofessional conduct by colleagues.

49. Be willing to participate in peer review of other physicians and to undergo review by your peers. Enter into associations, contracts and agreements only if you can maintain your professional integrity and safeguard the interests of your patients.

50. Avoid promoting, as a member of the medical profession, any service (except your own) or product for personal gain.

51. Do not keep secret from colleagues the diagnostic or therapeutic agents and procedures that you employ.

52. Collaborate with other physicians and health professionals in the care of patients and the functioning and improvement of health services. Treat your colleagues with dignity and as persons worthy of respect.

Responsibilities to Oneself

53. Seek help from colleagues and appropriately qualified professionals for personal problems that might adversely affect your service to patients, society or the profession.

54. Protect and enhance your own health and well-being by identifying those stress factors in your professional and personal lives that can be managed by developing and practising appropriate coping strategies.

1. Annex E

TENURE FOR CLINICAL FACULTY AT QUEEN'S

REPORT OF A WORKING PARTY & RECOMMENDATIONS FROM THE FACULTY OF MEDICINE*

December 1997; revised June 1999

the original document was supported by Senate in May 1999

BACKGROUND

Funding of GFT Clinical Faculty

Most M.D. clinical faculty at Queen's hold geographic full-time (GFT) appointments. This involves full-time devotion to University-related activities, including academic patient care. A minority of clinical faculty have other types of appointment (adjunct, non-renewable, etc.) which are not considered further herein.

GFT appointments can be either tenured/tenure track or special appointments. By definition, the latter are funded primarily from sources other than University operating grants or tuition fees (together called "hard" or "operating" funds hereafter). Importantly, special appointees are not eligible for tenure at Queen's, since the university won't commit longterm support to individuals whose funding is not derived primarily from the operating budget.

Funding for GFT faculty has always been complex, as their mandate involves patient care in addition to scholarly activities. Individuals have traditionally received a base salary based on academic salary-for-rank, supplemented by additional clinical income derived from patient care, mainly via OHIP billings. Beginning in the early 1960's this clinical income was limited by a University-established "ceiling", designed to discourage undue clinical work at the expense of scholarly activity. Any clinical earnings beyond the ceiling were returned to the University as "overage", which was used as a trust fund for academic purposes. A relatively minor modification of this system was introduced in 1990, in which individual clinical departments could elect to limit earnings by a sliding-scale levy instead of a fixed ceiling, but the principle of University control over clinical income remained intact.

Funding for clinical faculty was revamped in mid-1994, when a groundbreaking alternative funding plan (AFP) was negotiated between the Ministry of Health and the University in partnership with its major teaching hospitals and the clinical teachers themselves, collectively called the Southeastern Ontario Academic Medical Organization (SEAMO). The AFP contract grants a single envelope of funding for the combined activities of the clinical departments. GFT individuals receive a base salary (known as "T4 income") plus additional professional income in lieu of OHIP billings ("T4A income").

* Subsequently the Faculty of Medicine evolved into the Faculty of Health Sciences, which includes the School of Medicine (1998). The present report relates only to the School of Medicine but has been ratified by the Faculty of Health Sciences.

Regardless of the funding specifics, a fundamental principle has been maintained over the years, namely that GFT faculty are university scholars whose clinical activities take place in an academic milieu. Academic promotion and tenure have always been based on traditional scholarly criteria. Because of the complex and varied roles that GFT faculty undertake, several years ago the University created the designations of investigator-scholar, educator-scholar, and clinician-scholar to describe the primary mandate of individual clinical faculty members.

The Problem: Tenure-Track/Special Appointee Dichotomy

The above system functioned well in the 1960's and 1970's, as operating funds were sufficient to support a cadre of tenure-eligible GFT appointees. Gradually, however, operating funds failed to keep pace with the need for GFT appointments. The Faculty of Medicine responded by beginning to use clinical overage to fund new GFT faculty. In many instances the appointee's clinical billings generated enough overage to fully fund his/her base salary. Thus this mechanism, though not ideal, initially flourished because it permitted faculty expansion with little outlay by the University. Importantly, however, these GFT scholars had to be hired as special appointees rather than tenure-track, as their base salary came from "soft" monies.

In face of further and progressive constraints on operating funds throughout the 1980's and 1990's, the University administration increasingly limited the number of tenure-track appointments in the clinical departments. Specifically, during the 1980's only 30% of new GFT clinical faculty were tenure-track (20 of 66), and in the 1990's a mere 8% (6 of 71 to mid-1996). Consequently, the large majority of new GFT faculty in the past 20 years have been special appointees, funded primarily by overage derived from patient care. These individuals increasingly form the backbone of scholarly activity within the clinical departments, yet are not eligible for tenure. This contrasts with the traditional and historic situation at Queen's, in which deserving GFT scholars were granted tenure at an appropriate stage of their careers.

Over time, therefore, an unfair two-class system has evolved in which an aging tenured faculty coexists side by side with a growing number of productive special appointees who share similar job descriptions but lack academic security: only about 38% of the GFT clinical faculty is currently tenured or tenure-track, the remaining 62% being special appointees. The alternative funding plan has not altered this situation, since AFP funding is guaranteed only life of the SEAMO contract and no new tenure-track slots are available.

Approach to a Solution

To help address this problem, in 1994 then-Vice-Dean Bob Maudsley proposed phasing out tenure for clinical faculty and replacing it with a new type of special appointment called Continuing Appointment with Periodic Review (CAPR). In brief, CAPR appointees would have an initial probationary appointment for two 3-year terms, then would be granted renewable 5-year appointments subject to satisfactory review. Mixed feedback on the CAPR concept led then-Dean Duncan Sinclair to establish a Working Party charged with examining the issue of tenure for clinical faculty. Members of the Working Party comprised a mixture of junior and senior clinical faculty and included tenured, tenure-track, and special appointee members.

In the fall of 1995 the Working Party submitted a preliminary report which was distributed to all members of the Faculty of Medicine for feedback, criticisms, and suggestions. We also sought comments from CEO's of the teaching hospitals, the Queen's University Faculty Association (QUFA), and others. We received extensive and thoughtful feedback from a large number of individuals representing the full spectrum of interested parties. In general, there was broad support for the preliminary report, though a minority of respondents held strong contrary views to one or more of the major recommendations.

The Working Party subsequently held a series of additional meetings to weigh the comments and further develop a consensus position. We also co-opted Prof. Dan Soberman, former Dean of the Faculty of Law and an acknowledged expert on tenure, who was largely responsible for developing the current tenure regulations at Queen's. Professor Soberman's expertise was very valuable to the Working Party and helped crystallize our thoughts.

In the spring of 1996 the Working Party put forward a revised report containing 9 recommendations to serve as the focus for further debate. Again there was extensive and broadly-based discussion within the Faculty of Medicine over a lengthy period. The report was ultimately approved by Faculty Board and subsequently forwarded to Senate in the Spring of 1998. The document was then carefully reviewed by the Senate Committee on Appointments, Promotion, Tenure and Leave, which support the principles in the report but recommended several relatively minor changes in wording to ensure full compliance with the existing Senate policy on tenure. The present document incorporates all of these changes and has been endorsed by Senate (May 1999).

The 9 recommendations and their rationale follows. Although M.D. clinical faculty are barred by the Ontario Labour Relations Act from inclusion in a bargaining unit, the recommendations below are consonant with the recent collective agreement between QUFA and the University.

DISCUSSION AND RECOMMENDATIONS

1. There is broad agreement that the current two-class system of GFT scholars is unfair and divisive, and must be changed. Further, any replacement system should not be linked to the AFP – i.e., it should stand on its own whether or not the AFP is renewed.

GFT clinical faculty are normally hired with the expectation of scholarly career development, whether primarily as investigator-scholar, educator-scholar, or clinician-scholar. Under usual circumstances, therefore, these individuals should be granted the same academic rights and protections as other members of the University community. The University's obligations in this regard should not be abrogated simply because funding mechanisms for clinical departments are more complex than elsewhere in the University.

Recommendation 1: GFT clinical faculty should have the same scholarly rights and protections as other faculty members at Queen's.

Recommendation 2: The School of Medicine should abandon its policy of hiring virtually all GFT clinical faculty as special appointees, regardless of job description or anticipated scholarly development.

2. The principle of tenure deserves brief discussion, since there is much misunderstanding about the concept. Tenure originated with the judiciary in early 18th century England, not in academe: to assure citizens that complaints against the state would be adjudicated impartially, judges were given parliamentary protection against arbitrary dismissal or salary reduction by the monarch. Since academic freedom was also deemed in the public interest, the concept later entered academe to thwart retribution against individuals who promoted ideas contrary to the established wisdom. Hence the essence of tenure is protection to pursue academic interests without fear of arbitrary retribution. Contrary to widespread belief, tenure has never been intended to guarantee career-long employment or fixed salary regardless of circumstances. Tenured individuals can (and should) be dismissed for just cause, e.g. incompetence, as long as there are safeguards to ensure that the grounds are appropriate. Similarly, tenure systems permit salary reductions, layoffs, forced early retirement, closure of whole departments, etc., in situations of financial exigency – provided that the decision-making process is demonstrably fair and is not arbitrarily directed against specific individuals. In this context, the principle of tenured academic protection is at least as valid today as in the past.
3. Despite the above, some individuals (including academics) believe that tenure is an outdated concept and/or that it should not apply to clinical faculty. Proponents of the latter belief argue that clinicians either do not require or do not deserve tenure protection, since a substantial or predominant part of their work and income relates to the provision of clinical care. Tenure is therefore deemed not only irrelevant or of little practical value, but actually detrimental because it inhibits staffing adjustments needed to meet the Faculty's collective clinical obligations.

The Working Party disagrees with this mind-set, which ignores the fact that this clinical care is delivered in an academic setting and is integral to the scholarly mandate of the GFT faculty. Moreover, clinical faculty share similar scholarly obligations and commitments with other University faculty, and are judged by equally rigorous criteria for academic advancement. Loss of academic protection would therefore render clinical faculty vulnerable to arbitrary dismissal for administrative reasons. Abandonment of tenure may ease the task of senior administrators in the School or affiliated teaching hospitals but would be anathema to the academic protection and well-being of individual faculty members.

Hence the Working Party disagrees with any proposals such as CAPR which weaken the academic security of GFT clinical faculty and arbitrarily set them apart from other members of the scholarly community at Queen's.

Recommendation 3: We strongly recommend the retention of traditional tenure for qualified GFT clinical faculty at Queen's.

For interest, a recent survey of U.S. and Canadian medical schools revealed that 96% retain tenure systems. Of the 9 schools with no tenure for clinical faculty, however, 4 are Canadian: Laval, Ottawa, Toronto, and Western (Jones RF and Sanderson SC, *Academic Med* 69:772-778, 1994).

4. Given recommendation 3, the crucial hurdle is how to meld tenure with fiscal reality: available “hard” funding is grossly inadequate to fully support the number of clinical faculty worthy of tenure. After extensive review, the Working Party believes that this dilemma should be solved by de-linking tenure from guaranteed full salary-for-rank. In this model, tenure would be granted on academic grounds alone and would not depend upon availability of full operating funding for rank. Instead, operating funds available collectively for the clinical departments would be distributed proportionately to individuals (see point 5 below). The exception would be currently tenured faculty, who would continue to receive salary-for-rank until retirement unless they voluntarily relinquished this privilege (there are major legal and ethical impediments to forced elimination of this exception).

This proposal is based on the principle that academic protection for all deserving GFT faculty is more important than full salary-for-rank for a few.

Recommendation 4: Tenure for GFT faculty should be granted solely on the basis of academic merit and de-linked from availability of full salary-for-rank operating funds.

5. This proposal requires an appropriate distribution of the relatively limited operating funds collectively available to the clinical departments. For fairness, individuals should receive more or less than the average “share value” based upon job description and other agreed-upon criteria such as seniority, merit, etc. For example, a GFT clinician whose job description mainly involves research should normally receive a greater proportion of operating funds than one whose contribution involves a larger proportion of patient care which is compensated separately. Exact policies for the appropriate distribution of these funds would need to be established by a collegial mechanism. However, each individual should receive a specified reasonable minimum share of the operating funds.

Over time, the hard funds available for distribution will progressively increase as currently tenured faculty retire or resign; about 20% of the tenured GFT faculty will be retiring within the next 5 years, and fully 50% within the next decade (42 of 83). Nevertheless, only a portion of the overall operating funds will thereby be freed up for redistribution – still far too little to permit full salary compensation for the average GFT faculty member.

Recommendation 5: Collectively available operating funds for GFT clinical faculty should be distributed proportionately, with some individual variation based upon job description and other agreed-upon criteria.

6. University fringe benefits (pension, insurance, etc.) have always been based on salary-for-rank, which in turn is adjusted annually for seniority/progress through the ranks, negotiated inflationary increments, etc. All current GFT faculty have such a “nominal salary” for determination of benefits, regardless of whether this salary is derived from “hard” or “soft” monies. Special appointees have traditionally been able to use their clinical income to fund benefits on the “soft” portion of their nominal salary. For fairness, this tradition should continue within the new system we propose.

Recommendation 6: University fringe benefits for GFT faculty should continue to be based upon a “nominal salary” which is related to traditional full salary-for-rank as adjusted annually.

7. A corollary tenet of this proposal is firm linkage of the GFT University appointment with a clinical appointment that provides additional income derived from patient care. This would normally be a hospital appointment via the affiliation agreements which already exist between the University and the teaching hospitals. This linkage has traditionally provided and should continue to provide a major source of income for most clinical faculty members through their patient care activities – either via T4A income within the AFP or by OHIP billing in the absence of an AFP. In special circumstances the clinical activities might be non-hospital based in whole or in part. There may also be unusual individual GFT clinical appointments in which there is minimal or no funding derived from patient-related activities.

Recommendation 7: A GFT tenure-track appointment should normally be firmly linked with a clinical appointment that will provide an additional source of income, and is contingent upon the continuation of hospital privileges. Loss or significant change in hospital privileges may result, after careful review, in modification or termination of the University appointment.

8. In this proposal, therefore, academic freedom and security of appointment are provided by tenure, whereas income security is provided primarily through the linked clinical appointment. The individual could not be removed from either appointment except for just cause, with all the appropriate safeguards for appeal, etc. As a corollary, it must be understood that the University appointment is contingent upon the continuation of hospital privileges; loss or significant change in hospital privileges may result, after careful review, in modification or termination of the university appointment. Normally, it should be an express term of employment that a tenured faculty member who resigns or is dismissed for cause no longer has an enforceable claim to retain a clinical appointment. In the unusual event that a tenured individual loses an affiliated clinical appointment for reasons unrelated to University performance, any salary adjustments derived from operating funds should require University approval.
9. An important question is whether it is “legal” to dissociate tenure from a specified guaranteed salary. For faculty members in Arts and Science, for example, tenure without reasonable salary-for-rank could be construed as meaningless and the equivalent of constructive dismissal. Nevertheless, none of the University’s documents specifies that a

tenured appointment must be accompanied by a particular salary. Moreover, in the School of Medicine there has long been an historical separation of income from rank for clinical faculty. A University solicitor and Professor Soberman both informed the Working Party that there is no legal barrier to implementing the above proposal. QUFA also examined this issue and acknowledged that, due to the unique funding situation for clinical faculty, tenure-stream GFT faculty could receive salaries that are less than full salary-for-rank. This limitation on salary should be expressly stated in the employment contract.

For interest, in the recent survey cited at the end of point 3 above, the large majority of U.S. and Canadian medical schools provide either limited or no financial guarantees for tenured clinical faculty. Hence there is ample precedent for the concept of dissociating tenure from salary-for-rank for a medical school's clinical faculty.

10. The Working Party also examined a totally different approach that would preserve linkage of tenure with salary-for-rank. This approach assumes that clinical income from either OHIP billings or an AFP envelope is equally as "hard" as traditional University funding from the Ministry of Education and Training and other sources. Tenured salary-for-rank could therefore be guaranteed from either combined operating plus T4A funds (if an AFP continues) or combined operating funds plus OHIP billings (if an AFP is not renewed). In the latter instance, the School of Medicine/University would exercise control over individual OHIP income via levers already available, namely levy or ceiling payments. Because clinical faculty members' total income is substantially higher than base University salaries, the Faculty would remain fiscally solvent despite guaranteeing full base salary-for-rank. This alternative proposal would require commitment by the University to career-long salary guarantees derived from clinical sources of income – a radical change. Further, the concept raises a number of major issues and serious potential problems including the University's responsibility/liability for clinical care, whether the University's operating budget includes clinical monies, jeopardized tax status of professional income, etc.

Despite these barriers, the Working Party raised this proposal in the original preliminary report because of its advantage in permitting tenure with full salary-for-rank. However, the feedback from a wide spectrum of the Faculty was overwhelmingly negative. As a result, the Working Party concluded that this option was not worth further exploration.

11. Under usual circumstances, GFT faculty should be hired with the expectation of scholarly career development ultimately leading to tenure – i.e., a tenure-track appointment. Occasionally, however, there may be a need for clinicians who primarily undertake patient service with little expectation of scholarly achievement. A tenure-track appointment is inappropriate for these individuals. Traditionally they have been offered either a GFT special appointment or an adjunct appointment, depending on individual circumstances. The Working Party believes these options should continue. It is important, however, that new GFT scholars should normally be given a tenure-track appointment, as the University should not be able to avoid its obligation to these members by offering them a lesser appointment.

Recommendation 8: GFT faculty hired in anticipation of a scholarly career should be given a tenure-track appointment. Occasional individuals hired primarily for clinical service with little expectation of scholarly achievement should be given a GFT special appointment or an adjunct appointment, depending on circumstances.

12. In the feedback received from the Working party's preliminary report, some Faculty members objected strongly to dual tenured and special appointee streams for future GFT faculty. They argue that fairness demands the same type of appointment for all clinical faculty, that either everyone or no one should be tenured, and that the Working Party's proposal merely replaces one unfair two-class system with another. Some also believe that special appointees are financially more vulnerable within an AFP, since their clinical monies are controlled by the central AFP governance; this is raised as a further argument against two types of GFT appointment.

The Working Party acknowledges these concerns but we think they are misplaced. First, we believe it is inappropriate to lump all clinical faculty into one category regardless of job description, scholarly mandate, or academic contribution to the University. Second, there is a fundamental difference between the present two-class system and our proposal: currently, special appointees and tenured faculty are doing similar or identical work, with the University having the same scholarly expectations of both – yet the special appointees lack academic protection solely because of bad historical luck in the timing of their appointments. Indeed, it's a particular anomaly that vigorous young special appointees are often the most productive scholars. There is universal agreement that this dichotomy is unfair. This contrasts strikingly with the Working Party's proposal, in which all GFT scholars would be tenure-track; the few new special appointees by definition would have different job descriptions and academic expectations.

Third, the University has always exerted control over the clinical earnings of GFT faculty – tenured and special appointees alike. The AFP has not altered this, nor are special appointees disadvantaged financially by virtue of the AFP. If anything, the AFP provides greater protection against unilateral fiscal control by the University, since the Clinical Teachers' Association is an equal partner in AFP governance. Hence we disagree that the AFP uniquely enhances the financial vulnerability of special appointees.

13. Finally, what happens to the large number of current special appointees? The Working Party considered several options:
- a) Giving “grandfathered” tenure to all special appointees with minimum service of, say, 6 years. We believe this is inappropriate, since some have not attained the scholarly achievements to justify tenure.
 - b) Permitting application for tenure after an appropriate minimum length of service, e.g. 6 years, to be judged by the usual academic criteria. Those who choose not to apply would remain special appointees, as would those who apply but fail to succeed. This is a reasonable option but may inundate tenure committees with

inappropriate applications, since “there’s nothing to lose”. The latter fear may be groundless, however, as most individuals are aware of the stringent grounds for tenure and are unlikely to submit frivolous applications.

- c) As in b), except that those who apply but fail to achieve tenure would then lose their University appointment. We believe this option is unfair, as it would unduly inhibit tenure applications and may result in loss of some excellent people in favour of weaker individuals who choose not to apply.
- d) Grant tenure upon pro forma application to special appointees who have already achieved the rank of Associate or full Professor, since these individuals have already met the rigorous academic scrutiny required for promotion. Special appointees at the rank of Lecturer or Assistant Professor would be handled as in b). The Working Party favours this option.

Recommendation 9: Current special appointees at the rank of Associate or full Professor should be granted tenure upon pro forma application. Others should be permitted to apply after an appropriate minimum length of service, to be judged by the usual academic criteria. However special appointees should be under no obligation to apply for tenure, nor should the status of their special appointment be affected if they either do not apply or unsuccessfully apply for tenure.

SUMMARY OF RECOMMENDATIONS

Recommendation 1: GFT clinical faculty should have the same scholarly rights and protections as other faculty members at Queen’s.

Recommendation 2: The School of Medicine should abandon its policy of hiring virtually all GFT clinical faculty as special appointees, regardless of job description or anticipated scholarly development.

Recommendation 3: We strongly recommend the retention of traditional tenure for qualified GFT clinical faculty at Queen’s.

Recommendation 4: Tenure for GFT faculty should be granted solely on the basis of academic merit and de-linked from availability of full salary-for-rank operating funds.

Recommendation 5: Collectively available operating funds for GFT clinical faculty should be distributed proportionately, with some individual variation based upon job description and other agreed-upon criteria.

Recommendation 6: University fringe benefits for GFT faculty should continue to be based upon a “nominal salary” which is related to traditional full salary-for-rank as adjusted annually.

Recommendation 7: A GFT tenure-track appointment should normally be firmly linked with a clinical appointment that will provide an additional source of income, and is contingent upon the continuation of hospital privileges. Loss or significant change in hospital privileges may result, after careful review, in modification or termination of the University appointment.

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Members of the Working Party

Jeremy Heaton, Alan Jackson, Susan MacDonald, Bob Maudsley (ex officio), Dale Mercer, Jerry Simon (Chair)