



UNIVERSITY OF TORONTO

University of Toronto
Governing Council

Policy and Procedures on Employment Conditions of Part-time Faculty

Effective January 1, 2021

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Policy and Procedures on Employment Conditions of Part-time Faculty

Part-time faculty appointed under this Policy are “faculty members” for the purposes of the Memorandum of Agreement between the University and the Association and accordingly the provisions of Article 5: Academic Freedom and Responsibilities of that Memorandum of Settlement apply to part-time faculty members appointed under this Policy.

This policy does not apply to tenure stream or continuing status teaching stream faculty members who must be appointed under the Policy and Procedures on Academic Appointments (“PPAA”). Other part-time faculty appointments are made under this policy as referred to in the Memorandum of Agreement between the Governing Council of the University of Toronto and the University of Toronto Faculty Association (“the Memorandum of Agreement”).

A **part-time appointment** is one that does not exceed 75 per cent of full-time employment and is not less than 20 per cent of full-time employment¹. When an appointment is considered to be part-time, the fraction of the time for which the individual is to be appointed shall be computed on the basis of the expected workload of the individual divided by the workload of a comparable full-time faculty member over the period of employment.

- (1) Appointments at all part-time ranks shall normally be up to one year's length in duration but may also be up to two year's length in duration.
- (2)
 - (a) Appointments may be made to any academic rank on a part-time basis.
 - (b) Appointment to the ranks of Assistant Professor, Teaching Stream; Associate Professor, Teaching Stream; Professor, Teaching Stream; Assistant Professor, Associate Professor or Professor should be reserved for those individuals who bear a similar responsibility in terms of teaching, research/scholarship and service, to full-time appointments.
 - (c) Divisions wishing to describe part-time professorial appointments as adjunct or visiting may retain the title but the rank shall also be specified, e.g., Adjunct Assistant Professor.
- (3) Grievance procedures for part-time faculty members shall be pursuant to Article 7 of the Memorandum of Agreement.
- (4) An appointment may be renewed for one or two years at the option of the department and the part-time faculty member should not expect continuation of the appointment. In the event an appointment is to be renewed, the department will endeavor to provide written notice of the renewal at least two (2) months in advance of the end date of the appointment, failing which the appointment will end in accordance with its terms. For clarity, failure to provide at least two months' written notice does not preclude the renewal of the appointment at a later time. There shall be no more than six (6) successive annual appointments or successive appointments totaling six years before the part-time faculty member will be considered for continuing appointment in accordance with 7(a) below.
- (5) All part-time faculty members shall be eligible for participation in the pension plan according to present policy. In addition, part-time faculty members holding appointments of 25 per cent or more shall be eligible for other benefits on a pro-rated basis.
- (6) All part-time faculty members are eligible for consideration for PTR awards in accordance with the relevant policies and procedures on a pro-rated basis.

¹ The 20% minimum will apply to appointments made after these amendments become effective. Those currently appointed at less than 20% will be grandparented for the full term of their employment with the University. For clarity, part-time faculty members appointed at less than 20% when the new part-time policy becomes effective would be covered by the transitional provisions and the new part-time policy in the same way as their colleagues with appointments greater than 20% except that the requirement that part-time appointments not be less than 20% of full-time employment would be waived.

- (7) (a) During the sixth (6th) year of a period of successive one year and/or two year appointments, a part-time faculty member will be considered for continuing appointment as a part-time faculty member in accordance with (b) below on the terms set out in this policy.
- (b) Where a part-time faculty member is being considered for continuing appointment pursuant to (a) above, the part-time faculty member must be reviewed during the sixth (6th) year of a period of successive one-year and/or two-year appointments, with the review to be conducted before December 31. If the review is successful the part-time faculty member will be provided continuing appointment as a part-time faculty member at the same percentage appointment as the part-time member's contract at the time the review was conducted unless the part-time faculty member and the unit head (with the approval of the division head and the Vice-President & Provost) agree to a different percentage. If the review is not successful, the part-time faculty member's contract will end in accordance with its terms and this Policy and will not be renewed. The review shall be the same as that of interim review for Assistant Professor and probationary review for Assistant Professor, Teaching Stream, pursuant to the relevant provisions of the PPAA, it being understood that the part-time faculty member is expected to have made achievements in teaching and research/scholarship during the course of their employment. Significant service contributions may also be considered. The review committee should consider two questions:
- (i) Has the part-time faculty member's performance been sufficiently satisfactory for a continuing appointment to be recommended?
- (ii) If a continuing appointment is recommended, what counselling should be given to the part-time faculty member to assist them to improve areas of weakness and maintain areas of strength?
- (c) Where a part-time faculty member appointed under this policy was previously employed at the University in a Contractually Limited Term Appointment (CLTA) position in the same academic unit as their part-time faculty appointment, years of CLTA appointment shall normally be included when determining the application of this policy to that part-time faculty member. For example: a faculty member who had served five successive years in a CLTA position in the same academic unit could be appointed to a one year contract and considered for continuing employment in accordance with (b) above during what would be for the purposes of this policy their sixth successive year.
- (d) Review for Continuing Appointment

Where there is a review for a continuing appointment and the review is not successful and the part-time faculty member will not be offered a continuing appointment, the non-continuation or non-renewal of the part-time appointment cannot be the subject of a grievance under the Grievance Procedure set out in Article 7 of the Memorandum of Agreement. A claim that the non-renewal of a part-time appointment breached Article 9: No Discrimination of the Memorandum of Agreement or was made in bad faith or as a reprisal for the exercise of academic freedom may be appealed. In the multi-departmental divisions, the appeal will be considered by the Principal or Dean. In other divisions, the appeal will be considered by a Principal or Dean designated for this purpose by the Vice-President & Provost. Where the appellant is cross-appointed, the person to hear the appeal will be determined according to the division in which the appellant holds their primary appointment. Appeals must be made in writing within fifteen (15) working days of the non-renewal of the part-time appointment and the appellant informed of the decision within twenty (20) working days of the appeal. The decision of the Principal or Dean may be appealed to the Vice-President & Provost within ten (10) days. The Vice-President & Provost's decision will be final and cannot be grieved under the Grievance Procedure set out in Article 7 of the Memorandum of Agreement.

- (e) Exceptions to the requirement that employment be successive can be made by the Vice-President & Provost.
- (8) Part-time faculty members appointed under this policy shall normally be expected to participate in departmental administrative activities as appropriate unless otherwise agreed to in writing with the unit head. The contribution will be proportionately reduced in accordance with their full-time equivalency. Such service will be assessed as part of the annual merit process.
- (9) A faculty member on 50 percent or greater appointment shall be entitled to apply for research and study leave in accordance with the provisions of the Memorandum of Agreement.
- (10) Part-time faculty members appointed under this policy shall be eligible for appointment to the graduate faculty upon recommendation of the unit head to the Dean of the School of Graduate Studies under the same terms as full-time faculty in their division. Whether a faculty member is full or part-time does not affect eligibility to act as a Principal Investigator or their eligibility to apply for grants or awards provided they are otherwise eligible.
- (11) The criteria and procedures for promotion through the ranks shall be the same as for full-time faculty members with an appropriately reduced expectation as to the quantity of work.
- (12) Delay in Review

Part-time faculty members who are scheduled to be considered for continuing appointments pursuant to 7(a) above may make a written request for delay in their review for continuing appointment due to pregnancy and/or parental or adoption leave or serious circumstances beyond their control such as illness or injury. The leave or serious circumstances must have occurred during their appointment as a part-time faculty member.

Delays may be granted for one year, but not more than two years, with the written approval of the Vice-President & Provost. Written requests by a part-time faculty member for further delays based on the provisions of the *Ontario Human Rights Code* as amended from time to time will be considered by the Vice-President & Provost on a case-by-case basis, it being understood and agreed that such requests must be made by the member in writing at the earliest opportunity (i.e. as soon as a part-time member knows or reasonably ought to know that their review for continuing appointment may warrant a delay based on the provisions of the *Code*.)

(13) Termination of Employment

1. Termination other than for Cause

- (a) Term limited appointments will terminate automatically in accordance with their terms unless previously renewed in writing. Acceptance of a term limited appointment constitutes written receipt of notice that the employment will terminate on the end date as set out in the appointment, except as otherwise provided above.
- (b) The continuing appointment of a faculty member appointed under this policy may be terminated by the University for reasons that do not amount to cause for termination.

When the University decides to terminate a continuing appointment without cause, the part-time faculty member will be provided with two (2) months' working notice of termination plus, at the end of the period of working notice, severance pay on the basis of one (1) month's pay per completed year of continuous service* with the University, to a maximum of twenty-two (22) months** (i.e. a combined maximum of working notice and severance pay of twenty-four (24) months). In no case will an employee receive less working notice or compensation in lieu thereof than the minimum working notice required under the Employment Standards Act, 2000 as amended from time to time (the "ESA") or less severance pay than the severance pay, if any, required under the ESA. Notice of termination shall be in writing. Severance pay will be based on the faculty member's salary at the time the two (2) months' working notice is provided or the average of the faculty member's salary over the preceding thirty-six (36) months, whichever is greater.

* Continuous service is defined as years of service that are counted under this Policy for which the faculty member has not previously received any severance pay under this Policy; or, solely for the purposes of calculating severance pay under the Employment Standards Act, as defined by the Employment Standards Act.

** If two (2) months' working notice of termination is not provided, then severance pay would be up to a maximum of twenty-four (24) months.

All benefits coverage and pensionable service ceases the later of the date that the termination takes effect or the end of the minimum notice period required under the Employment Standards Act.

Termination of a continuing appointment without cause cannot be the subject of a grievance under the Grievance Procedure set out in Article 7 of the Memorandum of Agreement. A claim that a termination of continuing appointment breached Article 9: No Discrimination of the Memorandum of Agreement or was made in bad faith or as a reprisal for the exercise of academic freedom may be appealed. In the multi-departmental divisions, the appeal will be considered by a Principal or Dean designated for this purpose by the Vice-President & Provost. Where the appellant is cross-appointed, the person to hear the appeal will be determined according to the division in which the appellant holds their primary appointment. Appeals must be made in writing within fifteen (15) working days of written notice of termination of continuing appointment without cause and the appellant informed of the decision within twenty (20) working days of the appeal. The decision of the Principal or Dean may be appealed to the Vice-President & Provost within ten (10) days. The Vice-President & Provost's decision will be final and cannot be grieved under the Grievance Procedure set out in Article 7 of the Memorandum of Agreement.

2. Termination for Cause

At any time, the appointment of a part-time faculty member may be terminated for cause, including incompetence, persistent neglect of duty, willful or gross misconduct, without notice of pay in lieu of notice or severance.

A decision to terminate a part-time faculty member for cause may be appealed. Appeals shall follow the Grievance Procedure set out in Article 7 of the Memorandum of Agreement commencing at Step 3. Appeals must be in writing by the part-time faculty member within fifteen (15) working days of receipt of notice of termination.

- (14) The foregoing policy and procedures shall not apply to part-time academic clinical staff in Dentistry and Medicine.

Approved by the Governing Council June 17, 1976

Section 4 approved by the Governing Council September 23, 1976

Section 8 was amended to reflect Article 4 (a), (b) and (c) of the Memorandum of Agreement with UTFA as amended effective July 1, 1991, approved by the Business Board, with the concurrence of the Academic Board June 6, 1991.

Section 8 was amended to reflect Article 4 (d) of the Memorandum of Agreement with UTFA, approved by the Business Board on March 7, 1994.

As revised following facilitated negotiations with UTFA as approved by Governing Council, October 29, 2020