THE UNIVERSITY OF WESTERN ONTARIO London Canada

PROCEDURES FOR ADJUNCT ACADEMIC APPOINTMENTS OF FACULTY* AT THE UNIVERSITY OF WESTERN ONTARIO

* Does not apply to physicians appointed in the Schulich School of Medicine & Dentistry under the Conditions of Appointment: Physicians Appointed in Clinical Departments and Clinical Divisions of Basic Science Departments (1999) (updated 2002) or Scientists appointed under Faculty Appointment and Promotion Procedures: Scientists Employed by Institutions Affiliated with the University of Western Ontario (2002)

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PREAMBLE

These Procedures for Adjunct Academic Appointments of Faculty at The University of Western Ontario (hereafter Procedures for Adjunct Appointments) set forth the academic ranks, terms and procedures for appointment, reappointment, and termination affecting non-bargaining unit faculty with the exception of physicians appointed in the Schulich School of Medicine & Dentistry under the Conditions of Appointment: Physicians Appointed in Clinical Departments and Clinical Divisions of Basic Science Departments (1999) (updated 2002) or, Scientists appointed under Faculty Appointment and Promotion Procedures: Scientists Employed by Institutions Affiliated with the University of Western Ontario (2002).

The University of Western Ontario recognizes that a faculty member is free to criticize the University and to take controversial stands on public issues. The appointee, however, shall not purport to speak for, or on behalf of, the University unless specifically authorized to do so, nor will he or she use his or her appointment or rank at the University in the furtherance of any position taken by such an appointee. Such freedom does not confer legal immunity or legal defense in respect of positions taken.

Faculty members appointed under these *Procedures for Adjunct Appointments* are required to comply with the policies, rules and regulations of the University and to declare any real or potential conflict of interest. The policies and procedures below shall apply to those individuals:

- who have no other faculty appointment with the University other than outlined in this document;
- who ordinarily receive no remuneration from The University of Western Ontario through this appointment, although in exceptional cases may receive a modest stipend; and
- who are not, and will not be, eligible for Membership in the Bargaining Unit of The University of Western Ontario in the fiscal year(s) (May 1 to April 30) of the appointment.

Notwithstanding the above, on occasion an individual appointed under this policy may hold a Limited-Duties appointment to teach at the University provided that the provisions of the Collective Agreement have been followed for that appointment.

<u>Definitions</u>:

- 1. The "University" means The University of Western Ontario as established in the *University of Western Ontario Act* ("the Act").
- 2. The terms "academic staff," "Faculty,"

- "Bargaining Unit" means all persons employed as members of the academic staff at The University of Western Ontario and represented by The University of Western Ontario Faculty Association, as defined by the Certificate of the Ontario Labour Relations Board, 4482-97-R dated May 26, 1998, as amended from time to time.
- 14. "Collective Agreement" means the legal document covering terms and conditions of employment between the University of Western Ontario Faculty Association and The University of Western Ontario, as ratified by the Board of Governors on June 28, 2000, and as amended from time to time.

A – APPOINTMENTS

Appointments and Reappointments

- 1. Appointments and reappointments shall have a contract type of: Adjunct
- 2. Each contract shall be either:

Continuous (i.e., up to five years in duration); or Post-Retirement (i.e., up to three years in duration)

3. Academic ranks shall be:

Lecturer
Adjunct Clinical Professor
Adjunct Research Professor
Adjunct Assistant Professor
Adjunct Associate Professor
Adjunct Professor
Honorary Professor

- 4. At the discretion of the University, Adjunct Appointments shall be made at any rank and will take into account the Appointee's qualifications, experience, and achievements.
- 5. Failure to reappoint to any position does not constitute dismissal. Reappointment is neither promised nor guaranteed.
- 6. An Adjunct reappointment may include a change of rank, for example, from Lecturer to Adjunct Assistant Professor, Adjunct Associate Professor, or Adjunct Associate Professor to Adjunct Professor.
- 7. An Adjunct Appointment at any academic rank made under the provisions of these *Procedures for Adjunct Appointments* does not carry tenure.

Appointment Procedures

- 1. In the case of each Adjunct Appointment made under these *Procedures for Adjunct Appointments*, the appointment will be initiated by the Dean (or Chair in a Faculty with Departments) and recommended by the Dean for approval to the Provost or his/her designate.
- 2. In the case of each appointment under these *Procedures for Adjunct Appointments*, the academic responsibilities shall be clearly

B - RESIGNATION AND DISCONTINUANCE OF APPOINTMENT

Resignation

Where an appointee wishes to resign from the University, the appointment may be terminated by the appointee with three months' notice in writing to the University. Except in extraordinary circumstances, the resignation will take place at the end of the academic year, i.e., June 30.

Discontinuance of Appointment

The University reserves the right to discontinue or cancel any appointment on reasonable notice which shall be two calendar weeks. With the exception of Limited-Duties appointments, should the Appointee accept another position within the University and by doing so become eligible for Membership in the Bargaining Unit, the Adjunct Appointment will be terminated on the effective date of assuming the new appointment. In such cases, the appointment will be covered by the terms of the Collective Agreement.

Should the Appointee's conduct or level of performance violate the University's minimum acceptable standards for faculty at the University, the University reserves the right to terminate the faculty appointment immediately with no further obligation of any nature to the Appointee.