

McGill

Handbook of Regulations and Policies for Academic and Librarian Staff

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Table of Contents

Articles

1. Regulations Relating to the Employment of Academic Staff
- 1.2. Appointment of Full-Time Academic Staff
- 1.3. Duties of Full-Time Academic Staff
- 1.4. Ranks of Full-Time Academic Staff
- 1.5. Tenure of Full-Time Academic Staff
- 1.6. Part-time and GFT-H Academic Staff
- 1.7. Visiting, Adjunct, Special Category and Emeritus Staff
- 1.8. Appeals on Tenure and Reappointment
- 1.9. Discipline: Reprimand, Suspension, and Dismissal of Staff Member for Cause
- 1.10. Composition and Operation of the Committee on Staff Grievances and Disciplinary Procedures
- 1.11. Staff Grievances
- 1.12. Disciplinary Hearings
- 1.13. Arbitration
- 1.14. Amendment and Repeal
- 1.15. Effective Date and Transitional Provisions
2. Regulations Relating to the Employment of Librarian Staff
- 2.2. Appointment of Full-Time Librarian Staff
- 2.3. Duties of Full-Time Librarian Staff
- 2.4. Ranks of Full-Time Librarian Staff
- 2.5. Tenure of Full-Time Librarian Staff
- 2.6. Part-time Librarian Staff
- 2.7. Visiting and Emeritus Librarians
- 2.8. Appeals on Tenure and Reappointment
- 2.9. Discipline: Reprimand, Suspension, and Dismissal of Staff Member for Cause
- 2.10. Composition and Operation of the Committee on Staff Grievances and Disciplinary Procedures
- 2.11. Staff Grievances
- 2.12. Disciplinary Hearings
- 2.13. Arbitration
- 2.14. Amendment and Repeal
- 2.15. Effective Date
- 3.1. Regulations on Sabbatic Leaves for Full-Time Academic and Full-Time Librarian Staff
- 3.2. Guidelines for Leaves of Absence
- 3.3. Policy Concerning Sabbatic Leaves, Leaves of Absence, and Tenure Consideration
- 3.4. Regulations on Maternity Leave for Full-Time Members of the Academic Staff and the Librarian Staff
- 3.5. Regulations on Parental Leave for Full-Time Members of the Academic Staff and the Librarian Staff
- 3.6. Regulations on Extended Maternity and Extended Parental Leave for Full-Time Members of the Academic Staff and the Librarian Staff
4. Regulations Concerning the Retirement of Academic Staff and of Librarian Staff
- 4.2. Retirement Options
- 4.3. Post-Retirement Appointments
5. Regulations Concerning Complaints of Sexual Harassment
- 5.2. Appointment and Responsibility of Officers
- 5.3. Initiation of a Complaint and the General Duties of Officers in the Conduct of Complaint Procedures
- 5.4. Informal Complaints
- 5.5. Formal Complaints
- 5.6. Formal Resolution
- 5.7. General Provisions
6. Regulations on Research Policy
7. Regulations on Consulting and Similar Activities by Academic and Librarian Staff
8. Policy on Intellectual Property
- 8.2. Definitions
- 8.3. Application of the Policy
- 8.4. Policy on Copyright
- 8.5. Policy on Software and Inventions
- 8.6. Commercialization
- 8.7. Assignment of Rights
- 8.8. Decision Not to Commercialize and Transfer of Rights to Inventor
- 8.9. Revenues
- 8.10. Dispute Resolution
- 8.11. Appeals

- 8.12. Enforcement
- 8.13. Review
- 9. Policy on Conflict of Interest and Duty of Loyalty
- 9.2. Essential Concepts
- 9.3. From Conflict of Interest to Professional Misconduct
- 9.4. Management of Conflicting Situations
- 9.5. Situations Involving Other Elements of a Member's Duty of Loyalty
- 10. Regulations Governing Conflicts of Interest in Proprietary Research
- 11. Policy on Conflicts of Interest in Academic Supervision and Evaluation
- 12. Policy on Political Candidacy
- 13. University Policy on the Non-Performance of Academic Duties During a Legal Strike
- 14. Code of Conduct for Users of McGill Computing Facilities
- 15. Policy on Research Ethics

Appendices

- A. Guidelines for Developing a Teaching Portfolio
- B. Regulations to the Employment of Academic Staff
- C. Examples of Conflict of Interest

Schedules

- 1. Regulations on Sabbatic Leaves for Full-Time Academic and Full-Time Librarian Staff
- 2. Regulations on Maternity Leave for Full-Time Members of the Academic Staff
- 3. Regulations on Parental Leave for Full-Time Members of the Academic Staff and the Librarian Staff
- 4. Regulations on Extended Maternity and Extended Parental Leave for Full-Time Members of the Academic Staff and the Librarian Staff

McGill Association of University Teachers, December 1, 2002

1 Regulations Relating to the Employment of Academic Staff

Preamble, Definitions, and Notices

1.1 The regulations herein set out the general terms of employment by the University of the academic staff, relating to appointments, renewals of appointment, tenure, and dismissals. Other conditions of employment concerning such matters as, amongst others, sabbaticals, retirements, pensions, and insurance are to be found in other sections of this booklet or are available at the office of the Secretary-General.

1.1.1 These regulations do not apply to academic staff governed by "Regulations Relating to the Employment of Librarian Staff" (Board of Governors, Minute 6554).

1.2 All appointments, renewals of appointment, and reappointments are made by the Board of Governors in accordance with Article 1.3.1 of the University Statutes or by the Vice-Principal (Academic) in accordance with Section 9 of the signing by-laws (Academic Contracts of Employment) and shall be evidenced by a letter signed by the Secretary-General or the Vice-Principal (Academic) as the case may be, hereinafter referred to as "official letter of appointment".

1.3

Definitions

1.3.1 "Academic year" denotes the period from the 1st of September to the 31st of August next following.

1.3.2 "Academic duties" of a member of full-time academic staff include:

i) teaching (graduate and undergraduate classes and supervision of individual student programs);

ii) research and other original scholarly activities, and professional activities; and

iii) other contributions to the University and scholarly communities.

1.3.3 "Departmental chair" includes directors of schools and deans of faculties where there are no departmental chairs.

1.3.4 "Tenure" means an appointment for an unlimited term which carries with it the right not to be dismissed except for cause and can only be acquired by grant under these regulations.

1.3.5 "Tenure Committee" means the committee appointed under Section 5.5 of these regulations.

1.3.6 "Staff member" means a member of the academic staff subject to the exception in Section 1.1.1.

1.3.7 "The Principal" means the Principal of McGill University, appointed under the Charter and Statutes thereof, or the officer discharging the Principal's duties for the time being, and includes (except in the case of Section 13.1) any University officer generally or specially delegated by either of the former to discharge any of the duties or exercise any of the rights of the Principal under these regulations; such delegation to be valid must be made in writing and deposited on open record in the Secretary-General's office.

1.3.8 "Advisor" means a member of the University community who has agreed to act in an advisory capacity to a member of the academic staff. Such individuals act in accordance with these regulations and are deemed, in so doing, to perform part of their academic duties. They do so without receiving additional remuneration. An advisor shall be accorded full respect by the University's administrative officers.

1.4 All references to academic rank in these regulations refer to academic rank in McGill University only, unless the context clearly indicates the contrary.

1.5 Any notice required to be communicated under these regulations may be communicated by delivery personally to the member of the academic staff addressed, at his or her office within the University, or by registered mail with acknowledgement of receipt card to his or her last address recorded with the University administration. Any notice sent in accordance with this subsection shall be deemed to be received on the earlier of

a) the day it was actually received or,

b) the fourth day after mailing.

McGill Association of University Teachers, December 1, 2002

1.2 Appointment of Full-Time Academic Staff

- 2.1 The full-time academic staff of the University consists only of those persons who are so designated in their official letter of appointment from the Secretary-General or the Vice-Principal (Academic) as the case may be or his or her nominee and includes those staff in various faculties who are designated Geographic Full-Time (University) or Full-Time (Reduced Load) in their letter of appointment. The term "full-time academic staff" does not include visiting staff.
- 2.2 All full-time academic appointments shall further be designated as being:
- a) for a limited term, or
 - b) for an unlimited term without tenure, or
 - c) for an unlimited term with tenure.
- Persons on unlimited term contracts without tenure are subject to termination on 37 weeks' notice.
- 2.3 Upon recommendation of deans of the faculties, all academic appointments shall be made by either the Vice-Principal (Academic) or the Board of Governors following approval and presentation by the Principal, as the case may be. These appointments shall be recommended to the dean by the appropriate departmental chairs.
- 2.4 In cases where a person is to serve in more than one faculty or department of the University, the respective deans and departmental chairs shall all recommend the appointment.
- 2.5 Notification of reappointment or termination of appointment of a staff member engaged for a limited term shall be given at least 37 weeks before the termination date of the staff member's current appointment. In the event that such notification has not been given as prescribed and notwithstanding Section 4, the appointment shall be extended for one year.
- 2.5.1 Section 2.5 does not apply to any staff member whose term of appointment is one year or less and whose letter of appointment specifies that this appointment is not subject to renewal.

McGill Association of University Teachers, December 1, 2002

1.3 Duties of Full-Time Academic Staff

- 3.1 A member of the full-time academic staff is expected to be engaged throughout the academic year primarily in the staff member's academic duties and to be available for such duties at the University at such times as teaching, research, or administrative or other academic duties including counselling and registration may require and, as a minimum, from the first day of September to the day following the spring convocation.
- 3.2 The allocation of academic duties is the responsibility of the departmental chair. The departmental chair shall take into account the pattern of such allocation obtaining within the department, faculty, and University.

McGill Association of University Teachers, December 1, 2002

1.4 Ranks of Full-Time Academic Staff

- 4.1 A member of the full-time academic staff shall be appointed to one of four ranks: faculty lecturer, assistant professor, associate professor, or full professor.
- 4.1.1 A faculty lecturer is a full-time or part-time staff member who is not eligible for tenure. Faculty lecturers shall initially be appointed for a limited term of not more than three years. They may be reappointed provided that the limited term appointment and reappointments do not exceed an aggregate of five years.
- 4.1.1.1 A faculty lecturer who has been continuously employed for five years shall be appointed for an unlimited term. Faculty lecturers appointed to unlimited term contracts are subject to termination on 37 weeks' notice.
- 4.1.1.2 A faculty lecturer who has been employed continuously for five years on a full-time or a part-time basis who is terminated other than for disciplinary reasons shall be entitled to receive a severance payment equal to one month's salary for each year of service, based on the average annual salary from academic employment at McGill over the past three years to a maximum of 24 months.
- Faculty lecturers who were employed on or before May 31, 1994 and who thereafter become entitled to severance pay shall be entitled to one month's salary for each year of service. All staff appointed as faculty lecturers on or after June 1, 1994 are subject to the present policy.
- 4.1.2 An assistant professor shall be appointed for an initial term of three years. An assistant professor may be reappointed at this rank for a term of one, two, or three years provided that the appointment and reappointments shall not exceed in aggregate seven years. No later than the sixth year as an assistant professor, the staff member shall be considered for promotion to associate professor. The result of that consideration shall be communicated to the assistant professor in accordance with Section 2.5.
- 4.1.3 Each department, school or institute, or faculty when there are no departments, shall establish written criteria for the reappointment of assistant professors. These criteria shall evaluate the staff member's performance of academic duties in anticipation of meeting the requirements for promotion and tenure as set out in Section 5.20.
- 4.1.3.1 The criteria for reappointment shall be approved by the dean of the faculty who shall consult with an appropriate committee of the faculty prior to their approval.
- 4.1.3.2 The criteria for reappointment shall be communicated in writing to the staff member by the chair, director, or dean where there are no departments, no later than 60 days after the initial appointment.
- 4.1.3.3 At the time of consideration for reappointment the staff member shall provide the chair, director, or dean when there are no departments, with the necessary information and documentation to establish that the criteria for reappointment have been met. It is the responsibility of the staff member to use diligence in pursuing his or her claim to reappointment. Evidence of performance in teaching shall be prepared in accordance with Teaching Portfolio Guidelines (Appendix A).
- 4.1.3.4 The chair, director, or chair of a faculty committee when there are no departments, shall consult with an appropriate committee of the staff member's academic unit concerning the reappointment prior to submitting a written report to the dean of the faculty recommending either reappointment for a specified period of time or non-renewal. The report shall contain substantive written reasons and shall be copied to the candidate.
- 4.1.4 The term of appointment of an associate professor or a full professor shall be
- a) five years without tenure or
 - b) unlimited in the case of an associate or full professor appointed with tenure.
- No later than the fourth year as an associate or full professor without tenure the staff member shall be considered for tenure. An associate or full professor may not be reappointed if she or he has been denied tenure.
- 4.2 No university, faculty, or departmental committee shall make a negative recommendation at the time of mandatory consideration or application for reappointment, tenure or promotion without giving the staff member concerned an opportunity to appear before the committee, accompanied by an advisor, if he or she so wishes, to state his or her

case.

- 4.2.1 In those instances where the dean disagrees with the positive recommendation of a department, school, or faculty committee for reappointment, the dean shall notify the staff member in writing that he or she is tending to a negative decision and shall provide the staff member with written reasons and an opportunity to appear before him or her (accompanied, if the staff member wishes, by an advisor) prior to reaching a final decision.
- 4.3 The Principal shall consult with a statutory selection committee in accordance with Article 3.4.3 of the University Statutes prior to recommending appointments to the rank of full professor to the Board of Governors. In the case of new appointments where the candidate has attained the rank of full professor at a recognized institution of higher learning, the Principal may recommend appointment at that rank having consulted with the dean of the faculty.
- 4.3.1 The recommendation to the Principal that a statutory selection committee be established to consider the promotion of an associate professor to the rank of full professor shall come from the dean of the faculty concerned, in accordance with the established procedures of that faculty.
- 4.3.2 The procedures followed by a faculty in recommending the establishment of a statutory selection committee shall include consideration of the recommendations of the candidate's department, school, or institute with respect to his or her promotion.
- 4.3.3 In those faculties where there are no departments, the faculty committee charged with the matter shall be deemed to be the department.
- 4.3.4 In those cases where the candidate initiates the request for promotion to full professor, the candidate shall request his or her department to make a judgment as to whether it will ask the dean to recommend, in accordance with the established procedures for that faculty, that a statutory selection committee be established.
- 4.3.5 An answer in writing to the candidate's request to the department, giving its reasons for the departmental decisions, must be notified to the candidate within a period of six months, failing which the candidate may appeal directly to the dean to consider the request, in accordance with the established procedures of that faculty.
- 4.3.6 Should the dean, with or without the advice of faculty committees, decline to recommend the establishment of a statutory selection committee, recommended or requested under the provisions of Sections 4.3.2, 4.3.3, 4.3.4, or 4.3.5, the dean shall so notify the candidate in writing within six months after receiving the said recommendation or request, giving the reasons for his or her decision.
- 4.3.7 The recommendation from the dean to the Principal to establish a statutory selection committee shall include a brief report of the membership of, and the procedures followed by, relevant departmental and faculty committees that considered this promotion, including any changes in the membership of the committees that may have occurred in the interim. A copy of the recommendation shall be sent to the candidate.
- 4.3.8 The dossier presented to the statutory selection committee, through the Secretary-General, shall consist of a curriculum vitae, a list of publications, a teaching dossier prepared in accordance with Teaching Portfolio Guidelines (Appendix A), at least three confidential letters of reference from recognized authorities in the candidate's field external to the University, and the written recommendation of the chair of the department, or director of the school, or chair of the faculty committee provided for in Section 4.3.3 of these regulations, with a copy to the candidate. If the provisions of Section 4.3.5 are invoked, the recommendation shall come from the chair of an appropriate committee of the faculty.
- 4.3.9 After receiving a copy of the recommendation of the chair of the department or faculty committee provided for in Section 4.3.8, the candidate may submit to the Secretary-General within 30 days a written statement, with a copy to the chair, supporting his or her claim to promotion.
- 4.3.10 The letters of reference referred to in Section 4.3.8 shall be solicited by the dean of the faculty from a list of six names agreed upon by the candidate, the departmental chair, and the dean. In the case of small faculties, as defined in Article 3.4.2 of the University Statutes, or in faculties where there are no departments, the Vice-Principal (Academic) shall solicit the letters of reference from a list agreed upon by the candidate and the dean. If the departmental chair or faculty committee has requested letters of reference from any of the external evaluators during the immediately preceding two years, this fact must be noted on the list.
- 4.3.11 All letters of reference solicited by the dean or the Vice-Principal (Academic) shall be forwarded to the Secretary-General for inclusion in the candidate's dossier.

- 4.3.12 If the candidate and the departmental chair (or dean in the case of small faculties) cannot agree on the choice of external referees, the dean (or Vice-Principal (Academic) in the case of small faculties) shall make up the list, after consultation with the candidate and the departmental chair and (in the case of small faculties, the dean) with a copy to each of those consulted.
- 4.4 Notwithstanding the provisions of Sections 4.3.1 to 4.3.10:
- 4.4.1 Any full-time associate professor who has served at least 10 years at that rank shall have the right to request the Principal directly to establish a statutory selection committee to consider his or her promotion to full professor. This written request shall include the candidate's curriculum vitae, a list of publications, and a statement of reasons by the candidate in support of the request.
- 4.4.2 The Principal may not refuse this request unless the candidate is ineligible for consideration under the provisions of Section 4.4.1. The Principal shall notify the candidate in writing whether the request is accepted or denied within 30 days. If the request is denied, the Principal shall provide the candidate with reasons.
- 4.4.3 Following the Principal's decision to accept the request, the Principal shall, without undue delay, ask the departmental chair (or the chair of the faculty committee described in Section 4.3.3) for his or her recommendation with respect to the candidate's promotion, including a brief report on the membership of, any changes in the membership of and the procedures followed by, relevant departmental committees that considered this promotion, with a copy to the candidate. If no recommendation is forthcoming within four months from the department, the statutory selection committee shall proceed without it. The dean shall provide a brief report to the statutory selection committee of the relevant procedures followed by the faculty, with a copy to the candidate.
- 4.4.4 The statutory selection committee shall meet within six months of the Principal's decision to establish the committee.
- 4.4.5 For candidates considered under the provisions of Sections 4.4.1 and following, the dossier presented to the statutory selection committee, through the Secretary-General, shall consist of a curriculum vitae, a list of publications, a teaching dossier prepared in accordance with Teaching Portfolio Guidelines (Appendix A), at least three confidential letters of reference from recognized authorities in the candidate's field external to the University, and the written recommendation of the departmental chair (unless the committee has proceeded without a departmental recommendation under the provisions of Section 4.4.3).
- 4.4.6 After receiving a copy of the departmental recommendation provided for in Section 4.4.3, the candidate may submit within 30 days a written statement to the chair of the selection committee supporting his or her claim to promotion.
- 4.4.7 The letters of reference for a candidate considered under the provisions of Sections 4.4.1 and following shall be solicited by the Vice-Principal (Academic) from a list of six names established after consultation with the candidate, the chair of the department, and the dean. If the parties cannot agree on the choice of external referees proposed by the Vice-Principal (Academic) after consultation, the vice-principal shall make up the list using at least one of the names proposed by the candidate, the chair of the department, and the dean, with a copy to each of the foregoing.
- 4.5 In the case of a negative recommendation by a statutory selection committee, the chair of the committee shall so inform the candidate, in writing, providing the committee's reasons.

McGill Association of University Teachers, December 1, 2002

1.5 Tenure of Full-Time Academic Staff

- 5.1.1 A full-time assistant professor promoted to the rank of associate professor shall be granted tenure.
- 5.1.2 A full-time assistant professor may not initiate an application for promotion and tenure before the fourth year of holding that rank. The department, on the other hand, may initiate such a consideration at any time.
- 5.2 Every full-time associate professor without tenure and full-time full professor without tenure shall be considered for tenure:
- 5.2.1 at the beginning of the fourth academic year of appointment to that rank; or
- 5.2.2 when being considered for promotion from associate professor to full professor.
- 5.3 Every full-time associate professor and full professor who has not been considered for tenure in that rank under Section 5.2 is entitled to one consideration for tenure at any time at his or her own request. Such a candidate will be considered in the ordinary course in the September following the application.
- 5.4 Where a statutory selection committee appointed in accordance with Article 3.4.3 of the University Statutes recommends that a person be appointed full professor, it may also recommend a grant of tenure: that decision shall not be subject to any of the procedures provided in Section 5.6 to 5.28 inclusive.
- However, the promotion of an associate professor to full professor will confer tenure.
- 5.4.1 A person holding an academic appointment at another university or scholarly institution may be appointed as associate or full professor with tenure if so recommended to the Board of Governors by the department and faculty concerned or, if there is no such department, then by the faculty concerned, with the approval of the Principal.
- 5.4.2 Approval of the Principal shall be granted only after review and recommendation by the University Tenure Committee for Recruitment. The University Tenure Committee for Recruitment shall be a committee of Senate, shall be chaired by the Vice-Principal (Academic) or delegate, and shall consist of one tenured member from each faculty of the University, appointed by Senate for a period of three years. Quorum for this committee shall be three members in addition to the chair, and shall include one member from each of the faculties in which the candidate would hold appointment.
- 5.4.3 The University Tenure Committee for Recruitment shall consider only those candidates for tenure described in Article 5.4.1.
- 5.4.4 The committee shall make its recommendation to the Principal based on a dossier, submitted by the dean of the faculty, similar to that described in Section 5.14.1 and evaluated in a manner similar to that described in Section 5.20. The committee's recommendation shall be accompanied by reasons.
- 5.4.5 If the Principal decides to recommend appointment as associate or full professor with tenure, he or she shall present the recommendation, together with the recommendation of the University Tenure Committee for Recruitment, forthwith to the Board of Governors for final decision. The decision of the Principal shall not be subject to appeal.
- 5.4.6 No candidate shall be offered appointment with tenure unless the Board of Governors has so approved.
- 5.5 Except as provided in Section 5.4, each promotion of an assistant professor to associate professor and each grant of tenure to an associate professor and full professor shall be considered by a committee of Senate, herein called the Tenure Committee, which shall be appointed by Senate as follows:
- 5.5.1 The dean of the faculty shall nominate two tenured members of the faculty. The manner of selecting these nominees shall be determined by the faculty. Members shall serve for a period of two years.
- 5.5.2 Three other tenured members, who are not members of the faculty, mentioned in Section 5.5.1; their term of office shall be two years.
- 5.6 Where a candidate holds appointments in two or more faculties, the deans of the faculties shall consult and agree on

the Faculty Tenure Committee which shall consider his or her case.

- 5.7 Except in the case of small faculties as defined in the University Statutes, no member of the Tenure Committee shall belong to the same department as the candidate.
- 5.8 The Tenure Committee shall be presided over by the dean of the faculty to which the candidate belongs. The dean shall have both vote and voice. A vice-principal, however, may preside over the Tenure Committee if Senate so orders.
- 5.9 Insofar as it is otherwise permissible under these regulations the Tenure Committee hearing the applications of candidates from the same faculty in a given year shall be composed of the same persons.
- 5.10 No two members of the Tenure Committee named by Senate under Section 5.5.2 shall belong to the same faculty.
- 5.11 In the event that a member of the Tenure Committee is unable to hear the application of a candidate for tenure, or is disqualified for cause, Senate shall nominate an appropriate replacement.
- 5.12 Senate, itself or through a committee, shall determine any challenge for cause and any other question with regard to the composition and the procedures of the Tenure Committee.
- 5.13 It is the responsibility of the candidate to use diligence in pursuing his or her claim to tenure.
- 5.14 The Tenure Committee shall receive the following items of information, which shall be compiled by the candidate's dean:
- 5.14.1 The candidate's dossier, which shall include the candidate's curriculum vitae and a record of the candidate's research, teaching, professional activities, and general contributions to the University as well as any other materials he or she may wish to submit. Information about the candidate's teaching shall be prepared in accordance with Teaching Portfolio Guidelines (Appendix A).
- 5.14.2 The report and recommendations of the departmental committee responsible for advising on the candidate's tenure application. In the event of a joint appointment, each department shall provide a report and recommendation to the Tenure Committee. This report shall include an evaluation of the candidate's teaching performance, taking into account the students' reactions to the instruction given. The departmental report shall be submitted by the departmental chair on forms provided by the University Secretariat.
- 5.14.3 If the candidate is a member of a faculty where there is a faculty review committee, the report of that committee.
- 5.14.4 Where the candidate is a member of a faculty where there are no departments, the functions of the departmental chair shall be discharged by a committee of the faculty chaired by a person other than the dean of the faculty.
- 5.14.5 A list of names of at least six persons, not in the employ of the University, of recognized standing and accomplishment who are qualified to provide an evaluation of the candidate's scholarship, hereafter referred to as "external evaluators". These names shall be mutually agreed upon by the departmental chair and the candidate. The departmental chair shall provide a written justification for the choice of each name. If the departmental chair or faculty committee has requested recommendations from such persons about the candidate during the immediately preceding two years, such a fact must be noted on the list. It must also be noted that the candidate was informed of this fact when agreeing, with the departmental chair, on the list. Furthermore, it shall be noted on the list whenever the candidate has submitted with his or her dossier recommendations from an external evaluator. If the departmental chair and the candidate cannot agree on the choice of external evaluators, the Tenure Committee shall make up the list with a copy to the candidate.
- 5.15 The documents enumerated in Section 5.14 shall be made available for perusal and copying by the candidate as soon as they are submitted to the Tenure Committee.
- 5.16 The candidate, accompanied if he or she wishes by an advisor, shall be given an opportunity to address the Tenure Committee, if he or she so desires.
- 5.17 The dean of each faculty shall notify the Secretary of Senate in writing by September 1st of each academic year of the names of all staff members who must be considered for tenure during that academic year. The dean shall include in the list the names of staff members who have requested consideration for tenure under Sections 5.1.2 and 5.3.

- 5.17.1 Counting of years of service for tenure consideration shall begin June 1 of the calendar year of first appointment to tenure track. The effective date of a grant of tenure shall be June 1.
- 5.18 The documents enumerated in Section 5.14 will be transmitted by November 15th in the academic year of consideration to the Secretary of Senate who shall forthwith transmit the same to the Tenure Committee.
- 5.18.1 Additional material on research and other original scholarly activities may be submitted by the candidate, with explanation, to the Tenure Committee after November 15th, and after the original material has been sent to external evaluators, until March 1st in the academic year of consideration. Such material shall not be forwarded to the external evaluators unless it is received prior to the date the original material is sent to the external evaluators.
- 5.18.2 After March 1st, new evidence relating to any category of academic duties may be adduced before the Tenure Committee in the presence of parties, but only to clarify some issue that arises during the course of its deliberations.
- 5.19 The Tenure Committee shall consider the documents aforesaid.
- 5.19.1 If the Tenure Committee concludes that tenure criteria set out in Section 5.20 have been met, it shall recommend tenure, giving its reasons in writing.
- 5.19.2 If the Tenure Committee finds itself unable to recommend tenure because of a lack of information on research, scholarly, or professional activities, it shall choose three external evaluators from among the six names submitted to it for the purpose of evaluating the candidate's scholarship.
- 5.19.3 If the Tenure Committee finds itself unable to recommend tenure because of lack of information on teaching or other contributions to the University and scholarly communities, it shall seek further information from the departmental chair and candidate. Any additional reports from the departmental chair shall be made available for perusal and copying by the candidate as soon as they are submitted to the Tenure Committee.
- 5.19.4 Upon receipt of the additional information requested under Sections 5.19.2 or 5.19.3 the Tenure Committee shall give fair consideration to the claim. Where the committee has received additional information under Section 5.19.2, it may in its discretion seek the opinion of other external evaluators on the list. It shall report whether or not it recommends the granting of tenure, stating its reasons in writing.
- 5.20 The Tenure Committee shall base its decision on the candidate's performance of academic duties as defined in Section 1.3.2. Superior performance in two of the categories set out in Section 1.3.2 and reasonable performance in the third shall be the minimum requirement for the granting of tenure.
- 5.21 Notwithstanding that a candidate has the qualifications for tenure under Section 5.20, University priorities which prevent the granting of tenure to the candidate, established before the candidate comes up for consideration, shall be sufficient reason for recommending against a grant of tenure.
- 5.22 When the Tenure Committee has reviewed all the evidence and proposes to make a recommendation which differs from the recommendation of the department or is prejudicial to the candidate, or both, it shall notify both the candidate and the departmental chair of its proposed recommendation, and each of them (accompanied if they wish by an advisor) shall be given the opportunity to address the Tenure Committee, in the presence of parties, prior to forwarding its final recommendation to the Principal. The committee may, in its discretion, seek the opinion of one or more additional external evaluators from the original list for the purpose of evaluating the candidate's research and other original scholarly work.
- 5.22.1 When the chair addresses the Tenure Committee, under the provisions of Section 5.22 and under circumstances where the chair is of the same opinion as that expressed in a departmental minority report, he or she shall be accompanied by another departmental member representing the majority opinion.
- 5.23.1 In respect of all applications for tenure, the Tenure Committee shall communicate, by April 30th of the academic year of consideration, its final recommendation in writing to the Principal, on forms provided by the University Secretariat, with a copy to the Secretary of Senate, the candidate, and the departmental chair. The final recommendation shall include the Tenure Committee's reasons. The tenure dossier shall be kept intact and complete until such time as the Board of Governors has granted tenure, or the delays for appeal have elapsed, or the Appeals Committee has accepted jurisdiction.
- 5.23.2 Failure by the Tenure Committee to send the communication provided in Section 5.23.1 by the due date shall be equivalent to the refusal of a recommendation for tenure.

- 5.24 If the Principal agrees with the Tenure Committee's final recommendation against the grant of tenure or if he or she disagrees with the recommendation of the Tenure Committee for a grant of tenure, the Principal shall give written notice to the candidate of his or her adverse decision within two weeks of receiving the Tenure Committee's final recommendation, whereupon the candidate may have recourse to appeal proceedings set out in Section 8, provided the Principal concurs as therein provided.
- 5.24.1 In those instances where the Principal disagrees with the recommendation of a Tenure Committee for a grant of tenure, the Principal shall notify the candidate in writing that he or she is tending to a negative decision and shall provide the candidate with written reasons and an opportunity to appear before him or her (accompanied if the candidate wishes by an advisor), prior to reaching a final decision. Under these circumstances, the two-week delay provided for in Section 5.24 shall be extended to four weeks.
- 5.25 If the Principal decides to recommend tenure, he or she shall present the recommendation, together with the final recommendation of the Tenure Committee, forthwith to the Board of Governors for final decision. The Board is not required to hear further evidence or representations.
- 5.26 The Tenure Committee shall be discharged in regard to a case when it makes its final recommendation thereon to the Principal unless there has been a recourse to appeal under Section 8 of these regulations, in which case the Tenure Committee shall only be discharged upon the Appeals Committee rendering its final decision under Section 8.
- 5.27 The Secretary-General shall retain in confidential custody the reports of the external evaluators and any other documents which the candidate has requested to be kept confidential, to be destroyed when the Principal so orders.
- 5.28 At the beginning of each academic year, all the members of the Tenure Committees shall meet to discuss general criteria and report in writing to Senate and the Board of Governors on the operation of the University tenure system. These meetings shall be chaired by the Principal.
- 5.29 A staff member granted tenure shall maintain the high standards for which it was granted.

McGill Association of University Teachers, December 1, 2002

1.6 Part-time and GFT-H Academic Staff

- 6.1 The part-time academic staff of the University consists of those persons who are so described in their official letter of appointment. Ranked part-time academic staff shall be subject to the same duties, according to their contract of employment, and hold the same professorial ranks as the full-time tenured academic staff.
- 6.2 Part-time academic staff are not eligible for tenure and shall initially be appointed for a limited term of not more than three years. They may be reappointed provided that the limited term appointment and reappointments do not exceed an aggregate of five years.
- 6.2.1 A part-time academic staff who has been continuously employed for five years shall be appointed for an unlimited term. Part-time academic staff appointed to unlimited terms shall be subject to termination on 37 weeks' notice.
- 6.3.1 Eligible part-time academic staff who are or have been paid exclusively or partially from base (hard) University funding in the past five years and who are terminated other than for disciplinary reasons are entitled to a severance payment equal to one month's salary for each year of service, based on the average annual salary from academic employment at McGill earned in the past three years, to a maximum payment of 24 months.
- 6.3.2 Eligible part-time academic staff paid exclusively from soft funds who are terminated other than for disciplinary reasons are entitled to a severance payment equal to one month's salary per year of service based on the average annual salary from academic employment at McGill earned in the past three years, to a maximum payment of 12 months.
- 6.4 The geographic full-time (hospital) academic staff of the University consists of those persons who are so described in their official letter of appointment. The academic duties of the geographic full-time (hospital) staff shall be determined by the Faculty of Medicine and by the regulations and by-laws of the teaching hospital(s) in which they hold their appointment(s). Geographic full-time (hospital) academic staff shall hold the same ranks as full-time staff and shall not be eligible for tenure.
- 6.5 If notification of reappointment or termination is not communicated in writing to the staff member by the Vice-Principal (Academic) or by the Secretary-General on behalf of the Board of Governors at least 37 weeks before the termination date of the staff member's current appointment, the appointment shall be extended for one year.
- 6.5.1 Section 6.5 does not apply to any staff member whose term of appointment is one year or less and whose letter of appointment states that this appointment is not subject to renewal.
- 6.6 Ranked part-time academic staff employed on or before May 31, 1994 and who thereafter become entitled to severance pay shall be entitled to one month's salary for each year of service. All other ranked part-time academic staff who were appointed on or after June 1, 1994 are subject to the present policy.

McGill Association of University Teachers, December 1, 2002

1.7 Visiting, Adjunct, Special Category and Emeritus Staff

- 7.1 The visiting professor staff of the University consists of those persons who are so described in their official letter of appointment. Visiting staff shall not be granted tenure.
- 7.2 A visiting academic staff member shall be an academic visiting the University who holds a professorial rank or the equivalent at his or her own university or institution.
- 7.3 Assistant professors (special category) of the University consist of those persons who are so described in their official letter of appointment. Assistant professors (special category) are not entitled to promotion or tenure.
- 7.4 An assistant professor (special category) shall include a person who is present at the University as a replacement for a staff member temporarily absent on leave.
- 7.5 Visiting academic staff and assistant professors (special category) shall be appointed for limited terms and may be reappointed for further periods provided that the appointment and reappointments shall not exceed in aggregate three years.
- 7.6 Adjunct professors of the University consist of those persons who are so described in their official letter of appointment. Adjunct professors are not entitled to promotion or tenure.
- 7.7 An adjunct professor shall be a person who participates in the teaching or research activities of the University part-time, but who is primarily employed by an institution, government, industry, or professional partnership.
- 7.8 Emeritus professors of the University shall consist of those retired professors who are so appointed by the Board of Governors on the recommendation of Senate.
- 7.9 Emeritus professors shall not be required to assume any official duties or responsibilities, shall be offered an office in the University, but not necessarily the office that they formerly occupied, shall be accorded library privileges, and shall be offered laboratory space commensurate with their research productivity.
- 7.10 Emeritus professors shall be subject to the applicable University policies and regulations.

McGill Association of University Teachers, December 1, 2002

1.8 Appeals on Tenure and Reappointment

- 8.1 There shall be an Appeals Committee for hearing appeals from final decisions of the Principal refusing to recommend tenure or a reappointment. The Appeals Committee, consisting of six members with a term of office of three years, commencing on the 1st April, shall be appointed by the Board of Governors from a panel constituted as provided in Section 8.2.
- 8.2.1 Prior to the 1st of March in each year, the President of the McGill Association of University Teachers, or his or her designate, and the Principal shall jointly submit to the Senate Nominating Committee a slate of names of full-time academic staff of a number at least one and a half times the number of vacancies on the Appeals Committee to be filled that year.
- 8.2.2 The Senate Nominating Committee shall then strike a panel of nominees by reducing the slate to the number of vacancies to be filled.
- 8.2.3 The panel thus struck shall be submitted to Senate for approval prior to its submission to the Board of Governors.
- 8.2.4 In the event of rejection, in whole or in part, by Senate or the Board of Governors, the procedure set out in Section 8.2.1 and following shall recommence.
- 8.3 Notwithstanding Section 8.1, the Appeals Committee, when first constituted, shall consist of two members appointed for a term of three years, two for a term of two years, and two for a term of one year.
- 8.4.1 The Appeals Committee shall elect a chair and a vice-chair from amongst its members annually. The office of the Secretary-General shall provide a secretary for the Appeals Committee.
- 8.4.2 Appeals shall be heard by a subcommittee of three which shall be chaired by the chair or, when he or she is not available, by the vice-chair. The other two members of the subcommittee shall be appointed as hereinafter provided.
- 8.5 Members of the full-time academic staff, except those holding an initial appointment of one year or less, faculty lecturers and visiting and auxiliary academic staff, may appeal from the final decision of the Principal against recommending a grant of tenure or a reappointment. Such a decision shall be notified in writing by the Principal to the candidate concerned within two weeks of the Principal receiving a recommendation from the University Tenure Committee in a matter concerning tenure or from the dean of the faculty in a matter concerning reappointment.
- 8.6 Within one week of the notification provided by Section 8.5, the appellant shall request in writing from the Principal complete and substantive written reasons for the decision which must be furnished to the appellant by the Principal promptly.
- 8.7 The Appeals Committee shall have jurisdiction to consider only appeals based on a failure to follow proper procedures or on evidence of bias or on inconsistency of the decision with the existing record of the case or with established University practice. It is intended that the Appeals Committee should not proceed to a hearing de novo but should determine whether the appellant's case has received fair and reasonable consideration.
- 8.8.1 Within 30 days of receipt of the reasons for the decision under Section 8.6, the appellant shall submit in writing to the Secretary-General a notice of appeal setting out succinctly complete and substantive reasons for the appeal and stating on which of the grounds listed in Section 8.7 the appeal is based.
- 8.8.2 Together with the notice of appeal provided in Section 8.8.1, the appellant shall file with the Secretary-General, in a sealed envelope labelled "Appellant's Confidential Nomination," the name of a member of the Appeals Committee (other than the chair of the subcommittee referred to in Section 8.8.3) that the appellant selects to form part of the subcommittee to hear the appeal.
- 8.8.3 Upon the filing of a notice of appeal with the Secretary-General, the Principal shall file with the Secretary-General the Principal's confidential nomination giving the name of a member of the Appeals Committee that the Principal selects to form part of the subcommittee to hear the appeal.
- 8.8.4 The Secretary-General shall promptly transmit the notice of appeal and the confidential nominations of the Principal and the appellant to the chair of the Appeals Committee. If the Principal and the appellant have submitted the same

name, the chair shall choose that person and one other from the membership of the Appeals Committee to form the subcommittee to hear the appeal; otherwise, the subcommittee shall consist of the two members nominated by the Principal and the appellant respectively and the chair of the Appeals Committee, or the vice-chair thereof if the chair is not available.

- 8.8.5.1 In the event that a vacancy occurs in the subcommittee, the party who nominated the member in respect of whom such vacancy occurred shall forthwith nominate a replacement. In the event that the vacancy occurs in respect of the chair or vice-chair, the one shall replace the other, if available; if not available, the replacement shall be chosen by lot from amongst the remaining members of the Appeals Committee.
- 8.8.5.2 The whole appeals process shall be deemed to comprise three distinct instances:
- First: The preliminary determination made under Section 8.10;
- Second: The steps leading to a decision to refer the case back or to consider the case anew on its merits under Section 8.13.1 or to the finding that the decision appealed from is tainted with bias or inconsistent with the existing record of the case or established University practice under Section 8.13.2;
- Third: The consideration of the case anew on its merits or the steps leading to a final decision after referral back under Section 8.13.1 or the consideration of the case on its merits leading to a final decision under Section 8.13.2.
- Should a member of the subcommittee be replaced during the course of a particular instance, the committee shall recommence its consideration de novo of that particular instance but shall not be required to reconsider any proceeding had in any prior instance or instances in that appeal.
- 8.9 The appeal is held to be abandoned if the delays prescribed in Sections 8.6 and 8.8.1 are not observed by the appellant.
- 8.10 As soon as the subcommittee is formed, it shall make a preliminary determination as to whether:
- the appellant has the necessary qualifications under Section 8.5 to formulate an appeal;
 - the notice of appeal conforms formally with Section 8.8.1; and
 - the appellant has observed the delays prescribed in Sections 8.6 and 8.8.1.
- If the subcommittee makes a determination adverse to the appellant under a), b), or c) above, it shall declare the appeal abandoned.
- 8.11.1 The subcommittee having determined that the appeal has not been abandoned, the chair shall invite, by written notice, the appellant and the Principal to file an agreement, signed by the appellant and by the Principal on behalf of the University, to the effect that the decision of the subcommittee shall be final and binding on the appellant and on the University.
- 8.11.2 If such agreement, duly signed as prescribed in Section 8.11.1, is not filed with the Secretary-General within two weeks of the invitation aforesaid, no further proceedings in the appeal shall be taken and the subcommittee is discharged.
- 8.12.1 If such agreement is filed, as hereinbefore prescribed, the subcommittee shall proceed to consider the appeal on its merits.
- 8.12.2 Such consideration will basically consist of a review of all documentation bearing on earlier considerations of the case; the subcommittee shall have authority to request statements, orally before the subcommittee in the presence of the parties or in writing, from University committees or officers who played a part in formulating the decision under appeal. All documentation considered by the subcommittee shall be made available to the appellant and the Principal with the exception of confidential letters which shall be transmitted to the parties in the form of an unattributed summary verified by the subcommittee.
- 8.12.3 The subcommittee may permit new evidence to be adduced before it in the presence of parties, but only to clarify some new issue that arises during the course of its review or to establish a failure to follow proper procedures, bias, or inconsistency of the decision with the existing record of the case or with the established University practice.
- 8.12.4 The appellant has the right to be assisted by a member of the academic staff of the University at any stage in this

appeal procedure.

- 8.12.5 The parties shall be invited by 10 days' written notice to meet with the subcommittee to state their case. If either party fails to attend, the subcommittee will proceed in his or her absence.
- 8.12.6 At such meeting, either party may put questions to the other and to any witnesses heard by the subcommittee.
- 8.12.7 The hearings and deliberations of the subcommittee are confidential.
- 8.12.8 No stenographic record of the subcommittee's proceedings shall be kept.
- 8.13.1 If the subcommittee finds that there has been a failure at one of the previous levels to follow proper procedures, it shall return the case to the appropriate committee or University officer with instructions as to the proper procedures to be followed unless the subcommittee decides itself to consider the case anew on its merits. Should the subcommittee refer the case back to the appropriate committee or officer, it shall remain seized of the appeal and the appropriate committee or officer, after having implemented the instructions, shall report back to the subcommittee which shall render thereon a final decision.
- 8.13.2 If the subcommittee finds that the decision appealed from is tainted with bias or inconsistent with the existing record of the case or established practice, the subcommittee shall proceed to consider the case on its merits and shall render a final decision.
- 8.13.3 In the case of an appeal on reappointment the subcommittee shall not have power to reappoint the appellant for a longer period of time than that of the full term of the appellant's current appointment.
- 8.14 The subcommittee shall report its decision on the appeal in matters falling under Section 8.13.2 or its decision to refer the case back in matters falling under Section 8.13.1, as soon as reasonably possible and at the latest, three months after the filing of the notice of appeal under Section 8.8.1; in matters falling under Section 8.13.1, the reference shall be completed and the subcommittee's final decision rendered within two months of its decision to refer; in matters falling under Section 8.13.2, the new consideration shall be completed and the subcommittee's final decision rendered within two months of its decision on the appeal.
- 8.14.1 The subcommittee shall complete the first instance of the appeal, as defined in Section 8.8.5.2, within three weeks of the subcommittee's formation; the second instance, as so defined, within two months of the filing of the agreement as provided in Section 8.12.1; and the third instance, as so defined, within two months of the completion of the second instance. The months of July and August shall not be taken into account in calculating the above delays.
- 8.14.2 Should a member or members of the subcommittee be replaced during the course of the second or third instances of an appeal, as defined in Section 8.8.5.2, necessitating the reconsideration insofar as that instance is concerned, the subcommittee shall complete that instance within the delays provided in Section 8.14.1 or within six weeks of the last such replacement, whichever is later.
- 8.15 If the final decision of the subcommittee is not rendered at least 37 weeks before the termination date of the appellant's current appointment, the appointment shall be extended to provide for an interval of 37 weeks between the date of the final decision and the date of termination.
- 8.16 The final decision of the subcommittee and the reasons stated therefor shall be notified in writing to the Principal and the appellant.
- 8.17 If the final decision of the subcommittee is for a grant of tenure or a reappointment, a copy of the decision and the reasons stated therefor shall be forwarded through the Principal to the Board of Governors for implementation.

McGill Association of University Teachers, December 1, 2002

1.9 Discipline: Reprimand, Suspension, and Dismissal of Staff Member for Cause

- 9.1 If a dean considers that there is cause, the dean may send a letter of reprimand to a staff member, recommend other disciplinary measures such as suspension, or recommend dismissal.
- 9.2 Nothing in the present section shall in any way derogate from the residual powers of the Principal to initiate disciplinary action against a staff member for cause, as set out in the Statutes or regulations as adopted and modified by the University from time to time. If the Principal initiates disciplinary action, such action shall follow the procedures prescribed by Section 9, with the necessary procedural adjustments.
- 9.3 No disciplinary measure shall be imposed without just and sufficient cause, and the burden of proving such cause shall fall upon the University.
- 9.4 "Cause" shall include:
- 9.4.1 a) neglect of academic duties, including failure to meet the requirements of Section 3.1;
- 9.4.2 b) misconduct sufficient to justify the disciplinary measures taken;
- 9.4.3 c) persistent failure to maintain reasonable performance of the overall academic duties as set out in Sections 1.3.2., 3.1, and 5.29, including: i) teaching; ii) research and other original scholarly activities, and professional activities; and iii) other contributions to the University and scholarly communities, taking into account the pattern of such activities obtained within the department and faculty and the stage of the staff member's academic career.
- 9.5 No disciplinary proceedings may be initiated against a staff member for failure in the performance of duties under Sections 9.8 or 9.9 by reason of a physical or emotional disability, if such a staff member has been accepted under the Long Term Disability Plan in respect of such disability.
- 9.6 **A Dean's Recommendation of Reprimand or Disciplinary Measure**
If a dean believes that a reprimand or a disciplinary measure may be warranted, the dean shall so notify the staff member in writing, giving substantive written reasons deemed to warrant the measure. Before proceeding to recommend reprimand or the imposition of a disciplinary measure, the dean shall provide the staff member an opportunity for a meeting, at which the staff member may be accompanied by an advisor.
- 9.7 **A Dean's Reprimand**
A dean who considers there is cause may send a letter of reprimand to a staff member. A letter of reprimand shall be so designated and shall be expunged from the record at a date stated in the letter, not more than five years after the date of the letter.
- 9.7.1 A staff member who receives a dean's letter of reprimand may file a request for a hearing before the Committee on Staff Grievances and Disciplinary Procedures as described in Section 11.
- 9.8 **A Dean's Disciplinary Measure**
If the dean decides to recommend a disciplinary measure other than reprimand, the dean shall notify the Principal in writing, with a copy to the staff member, stating the substantive reasons for the decision.
- 9.8.2 The Principal shall respond to the dean's recommendation without undue delay in one of the following ways:
- 9.8.2.1 a) If the Principal does not agree with the recommendation, the parties shall be so informed and the complete record of the case shall be expunged.
- 9.8.2.2 b) If the Principal tends to agree with the dean's recommendation, the Principal shall notify the staff member to this effect in writing, stating substantive reasons, and provide the staff member an opportunity for a meeting, at which the staff member may be accompanied by an advisor.
- 9.8.3 When the procedure described in Section 9.8.2 has been completed and has resulted in a decision by the Principal to recommend a disciplinary measure as is deemed appropriate in the case, the Principal shall notify the dean and the staff member, in writing, without undue delay. The measure may include one of the following: a letter of reprimand, suspension with or without pay of not more than six months' duration, or any other measure deemed appropriate. A

letter of reprimand imposed under this section shall be so designated and shall be expunged from the record at a date specified in the letter, not more than five years after the date of the letter.

- 9.8.3.1 If upon receiving written notification of a recommendation of discipline from the Principal, the staff member does not request a disciplinary hearing under Section 12 within 10 working days, the Principal shall confirm the decision to discipline, giving complete and substantive reasons.
- 9.8.4 Within 10 working days of receipt of the confirmation to discipline, the staff member may request arbitration under Section 13.
- A Dean's Recommendation of Dismissal
- 9.9 If the dean believes that dismissal may be warranted, the dean shall notify the staff member in writing, with a copy to the Principal, stating the substantive reasons considered to warrant dismissal. Before proceeding to recommend that dismissal be imposed, the dean shall provide the staff member an opportunity for a meeting, at which the staff member may be accompanied by an advisor.
- 9.9.1 If the dean decides to recommend dismissal, the dean shall notify the Principal in writing, with a copy to the staff member, stating the full reasons for the decision.
- 9.9.2 The Principal shall investigate the matter and provide the staff member with the opportunity for a meeting, at which both parties may be accompanied by an advisor. Before the meeting takes place, each party must inform the other of the name of any advisor who will be present.
- 9.9.3 When the Principal's investigation has been completed, the Principal shall either:
- 9.9.3.1 a) Disregard the dean's recommendation of dismissal and decide against the imposition of other disciplinary measures. The Principal shall notify the dean and the staff member to this effect and expunge the record of the case;
- 9.9.3.2 b) Recommend reprimand or suspension or other disciplinary measures and notify the staff member and the dean to this effect and return the process to Section 9.8.3; or
- 9.9.3.3 c) Notify the staff member and the dean in writing that the staff member is dismissed, stating complete and substantive reasons. The dismissal shall take effect on a date specified in the letter. The staff member's salary and benefits will terminate 10 working days from the date specified for dismissal.
- 9.10 Within 10 working days of receipt of notification of dismissal, the staff member may request arbitration under Section 13.
- 9.11 **Cases of Emergency**
- Notwithstanding the procedure prescribed by Section 9, where the staff member is judged by the Principal or his or her delegate to be a serious threat to the security of the University or the safety of its community, the staff member shall immediately be suspended from the University and its premises pending the completion of disciplinary procedures and arbitration.

McGill Association of University Teachers, December 1, 2002

1.10 Composition and Operation of the Committee on Staff Grievances and Disciplinary Procedures

- 10.1 There shall be a Committee on Staff Grievances and Disciplinary Procedures to hear grievances and hold hearings on disciplinary measures at the request of staff members. Said committee shall consist of six members with a term of office of three years commencing on the 1st day of September.
- 10.2 Notwithstanding Section 10.1, the Committee on Staff Grievances and Disciplinary Procedures shall, when first constituted, consist of two members appointed for a term of three years, two for a term of two years, and two for a term of one year.
- 10.3 The Committee on Staff Grievances and Disciplinary Procedures shall be appointed by the Board of Governors from a panel drawn up as follows:
- 10.3.1 Prior to the 1st day of April each year, the President of the McGill Association of University Teachers or the President's designate and the Principal or the Principal's designate shall submit to the Senate Nominating Committee a jointly approved slate of names of full-time staff members. This slate shall include at least one and a half times as many names as there are vacancies on the Committee on Staff Grievances and Disciplinary Procedures to be filled that year.
- 10.3.2 From this slate, the Senate Nominating Committee shall strike a panel of nominees equal to the number of vacancies to be filled and shall also designate the chair and vice-chair of the Committee on Staff Grievances and Disciplinary Procedures.
- 10.3.3 The panel thus struck shall be submitted to Senate and to the Board of Governors for approval.
- 10.3.4 In the event of rejection of the panel in whole or in part by Senate or the Board of Governors, the procedure set out in Section 10.3.1 shall recommence.
- 10.4 The hearing committee shall be composed entirely of members of the Committee on Staff Grievances and Disciplinary Procedures and shall include:
- i) the chair or vice-chair;
 - ii) one member selected by the Principal; and
 - iii) one member selected by the staff member who has brought a grievance before, or requested a disciplinary hearing from, the committee.
- 10.4.1 Notwithstanding Article 10.4, where the hearing committee is struck pursuant to a recommendation of discipline concerning a complaint of sexual harassment, if the complainant is a student the member selected by the Principal pursuant to Article 10.4(ii) shall be a student. The student shall be selected from a list jointly agreed upon by the Principal and the President of MAUT.
- 10.5.1 If the Principal and the staff member submit the same name, the chair shall choose that person and one other member of the Committee on Staff Grievances and Disciplinary Procedures to form the hearing committee.
- 10.5.2 The committee members so nominated shall not be entitled to determine the identity of the party who nominated them.
- 10.5.3 In the event that a vacancy occurs in the hearing committee, the party who nominated the member in respect of whom such vacancy occurred shall forthwith nominate a replacement. In the event that the vacancy occurs in respect of the chair or vice-chair, the one shall replace the other, if available; if not available, the replacement shall be chosen by lot from the two remaining members of the Committee on Staff Grievances and Disciplinary Procedures.
- 10.6 Should a member of the hearing committee be replaced during the course of a particular grievance or request, the committee shall recommence anew its consideration of that instance but shall not be required to reconsider any proceeding held in any prior instance or instances concerning that grievance or request.
- 10.7 No member of the committee shall sit in a particular instance if that person:

- 10.7.1 a) Is a member of the same department (or in a faculty without departments, the same faculty) as the staff member who is bringing a grievance or requesting a hearing; or
- 10.7.2 b) Is in a position of conflict of interest as specified in the University's Policy on Conflict of Interest.
- 10.8 The office of the Secretary-General shall provide a secretary for the Committee on Staff Grievances and Disciplinary Procedures.
- 10.9 The Committee on Staff Grievances and Disciplinary Procedures shall report annually to Senate and to the Board on the administration of the procedures described here.
- 10.10 The members of the committee, prior to hearing their first case, shall undergo sensitivity training on harassment issues relating but not limited to racial, religious, gender, sexual and sexual orientation-based harassment.

McGill Association of University Teachers, December 1, 2002

1.11 Staff Grievances

- 11.1 The following are specifically excluded from the purview of Section 11:
- 11.1.1 a) Any matter relating to tenure, non-renewal of appointment, dismissal or suspensions, or a letter of reprimand from the Principal;
- 11.1.2 b) Any complaint against an action or a policy of the Board of Governors or Senate, or of any committee of either or both;
- 11.1.3 c) Any complaint against the composition, proceedings, or recommendations of a statutory selection committee constituted under Article 3.4.3 of the University Statutes or any recommendation made by the Principal pursuant to the said Article 3.4.3; and
- 11.1.4 d) The granting of a Retiring Allowance as described in the "Regulations Concerning the Retirement of Academic Staff and of Librarian Staff".
- 11.2 For the purposes of Section 11, the departmental chair or director is deemed to be the immediate superior of all members of a department or school, and the next superior is the dean of faculty to which the department or school belongs.
- 11.3 If a staff member believes that he or she:
- i) has been unfairly treated by the University in regard to the interpretation or application of University policy insofar as it relates to his or her academic career and working conditions; or
- ii) has been subjected to arbitrary, discriminatory, or unreasonable actions taken against him or her by the University, either by act or omission,
- the staff member may make a formal complaint, either orally or in writing, to his or her immediate superior (as defined in Section 11.2), who shall meet with the complainant without undue delay and both shall use their best efforts to settle the complaint. This initial complaint must be made within 20 working days from the date when the cause of the complaint occurs or becomes known to the complainant and is referred to hereinafter as Stage 1.
- 11.4 If no settlement is arrived at in Stage 1 within 10 working days of the making of the complaint, the complainant may, within a further 10 working days, submit the complaint in writing to his or her next superior as defined in Section 11.2. The next superior shall meet with the complainant and both shall use their best efforts to settle the complaint (Stage 2).
- 11.5 If in Stage 2 no settlement is arrived at within 10 working days of the presentation of the complaint, the complaint shall be deemed a grievance, and the complainant shall file with the Secretary-General a written statement of grievance within the 10 working days next following (Stage 3).
- 11.6 The burden of proof shall fall upon the grievor.
- 11.7 If the delays prescribed in Stages 1 through 3 are not observed, the complaint or grievance, as the case may be, shall not be entitled to any further consideration. However, at any stage, the parties may agree in writing to extend the delays for proceeding.
- 11.8 The months of July and August shall not be taken into account in calculating the delays provided for in this Section 11.
- 11.9 Upon receipt of a statement of grievance under Section 11.5, the Secretary-General shall immediately transmit the statement of grievance to the chair of the Committee on Staff Grievances and Disciplinary Procedures, who shall convene a hearing committee as expeditiously as possible pursuant to Section 10.4 in order to consider the grievance and make recommendations as to its solution.
- 11.10 The committee shall make a preliminary determination as to whether:
- i) Stages 1 and 2 have been duly followed within the time prescribed, or as otherwise agreed to by the parties in

writing; and

ii) the subject of the grievance is not excluded from the jurisdiction of the committee by Section 11.1.

11.11 If the above two conditions have been fulfilled, the hearing committee shall determine whether the matter is to be considered an academic evaluation grievance or an administrative grievance.

11.11.1 Academic evaluation grievances shall be those in which the salient issues involve a substantial element of judgement of academic performance.

11.11.2 Administrative grievances shall be those in which there is no substantial element of evaluation of academic performance.

Academic Evaluation Grievances

11.12 If the case is determined to fall under the provisions of Section 11.11.1, academic evaluation grievances, the committee shall without undue delay hold a hearing or hearings after having given 10 working days' notice in writing to the parties, who shall be the grievor and the person grieved against, and to such other persons whose presence the committee deems necessary for a proper consideration of the matter. If any of those so notified fail to attend, the committee may proceed in their absence.

11.13 The consideration of the case by the committee shall consist basically of a review of all documentation bearing on earlier considerations of the case; the committee shall receive statements orally in the presence of the parties or in writing. All documentation considered by the committee shall be made available to both parties, and to the Principal on his or her request, with the exception of confidential letters, which shall be transmitted in the form of an unattributed copy, with nominative information removed.

11.14 The committee may permit either party to adduce new evidence before it in the presence of the parties, but only in order to clarify some new issue that arises during the course of its review or to establish:

i) failure to follow proper procedures;

ii) bias; or

iii) inconsistency of the decision with the existing record of the case or with established University practice.

11.15 Each party shall have the right to call witnesses, subject to the provisions of Section 11.14.

11.16 The parties shall have the right to be assisted by an advisor.

11.17 At the meeting of the hearing committee, either party may put questions to the other and to any witnesses heard by the committee.

11.18 The hearings and deliberations of the committee are confidential.

11.19.1 If the committee finds that there has been a failure at one of the previous stages to follow proper procedures, it shall return the case to the appropriate committee or University officer with instructions as to the proper procedures to be followed, unless the committee itself decides to consider the case anew on its merits. Should the committee refer the case back to the appropriate committee or University officer, it shall remain seized of the grievance, and the appropriate committee or officer shall, after having implemented the instructions, report back to the committee, which shall render a final decision.

11.19.2 If the committee finds that the decision grieved is tainted with bias or inconsistent with the existing record of the case or established practice, the committee shall proceed to consider the case on its merits.

11.20 The findings of fact and the decision of the committee shall be sent to the Principal for implementation according to the Principal's best judgement. A copy of the findings of fact and decision shall be sent to both parties. The Principal may decline to implement the decision only if the Principal is of the opinion that the decision is not capable of implementation or is not in accordance with the rules of evidence. If the Principal declines to implement the decision, the Principal shall provide written reasons to the parties to the grievance and to the Committee on Staff Grievances and Disciplinary Procedures within 30 working days.

Administrative Grievances

- 11.21 If the case is determined to fall under the provisions of Section 11.11.2, administrative grievances, the committee shall without undue delay hold a hearing or hearings after having given 10 working days' notice in writing to the parties, who shall be the grievor and the person grieved against, and to such other persons whose presence the committee shall deem necessary for a proper consideration of the matter. If any of the parties or other persons deemed necessary fails to attend, the committee may proceed in their absence.
- 11.22 The Committee on Staff Grievances and Disciplinary Procedures shall establish its own procedures for grievances that fall under the provisions of Section 11.11.2 and shall conduct its proceedings in accordance with the rules of natural justice. At any stage in this grievance procedure, the parties have the right to be assisted by an advisor.
- 11.23 The hearing committee shall report its findings of fact, conclusions, and recommendations to the Principal for such actions as may be considered appropriate, with a copy to both parties. The Principal is not required to hold a further hearing, and the Principal's decision on reception of the report shall be final, subject only to the provisions of the University Charter. The Principal's decision shall be communicated in writing to the parties, with a copy to the committee, within 30 days of receiving the report. If the Principal's decision differs from the recommendations of the committee, the Principal is obliged to give complete and substantive written reasons to all parties.
- 11.24 In either an academic or administrative grievance, if the Principal recuses him- or herself, or is the party grieved against, the committee shall submit its findings of fact, conclusions, decisions and recommendations to the Executive Committee of the Board of Governors instead of to the Principal. The Executive Committee shall then deal with the same in lieu of the Principal and under the same conditions.

McGill Association of University Teachers, December 1, 2002

1.12 Disciplinary Hearings

- 12.1 If a staff member has filed a request for disciplinary hearing under Section 9.8.3.1 the Secretary-General shall promptly submit the request to the chair of the Committee on Staff Grievances and Disciplinary Procedures, who shall, as expeditiously as possible, convene the hearing committee pursuant to Section 10.4.
- 12.2 As soon as the hearing committee is formed, it shall make a preliminary determination as to whether:
- i) the notice of request for hearing conforms formally with Section 9.8.3.1 and
 - ii) the staff member has observed the delays prescribed.
- 12.2.1 If under i) or ii) above, the hearing committee makes a determination adverse to the staff member who has requested a hearing, it shall declare the request abandoned.
- 12.3 The staff member has 10 working days from notification that the request for hearing has been abandoned under Section 12.2.1 to exercise the right to arbitration by submitting to the Principal, in writing, a notice of intent to pursue arbitration under Section 13.
- 12.4 If the hearing committee determines that the request is not abandoned, the committee shall proceed to consider the request.
- 12.4.1 Such consideration will basically consist of a review of all documentation bearing on earlier considerations of the case. The committee shall receive statements orally before the committee, in the presence of the staff member and the delegates of the Principal herein collectively referred to as "the parties," or in writing, from all relevant persons. All documentation considered by the committee shall be made available to the parties.
- 12.4.2 The committee may permit new evidence to be adduced before it in the presence of the parties, if the committee judges it to be relevant to the merits of the case.
- 12.4.3 Each party shall have the right to call witnesses, subject to the provisions of Section 12.4.2.
- 12.4.3.1 At the meeting of the hearing committee, either party may put relevant and legally admissible questions to the other, through the chair.
- 12.4.4 The parties have the right to be assisted by an advisor at any stage of the hearing procedure.
- 12.4.5 The original complainant, or a delegate thereof, has a right to observe the hearing.
- 12.4.6 The parties shall be invited, by five working days' written notice, to meet with the committee to state their case. If either party fails to attend, the committee will proceed in his or her absence.
- 12.4.7 At such meeting, questions may be put by the members of the committee.
- 12.4.8 The hearings and deliberations of the committee are confidential.
- 12.4.9 No stenographic record or tape recording of the committee's proceedings shall be kept.
- 12.4.10 The number of hearing days shall not exceed five and may not be extended by agreement of the parties. The committee shall report its decision as soon as reasonably possible, at the latest one month after the filing of the notice of request for hearing under Section 9.8.3.1.
- 12.4.11 Proceedings of the committee shall be suspended during the months of July and August, except for cases of urgency. In cases of urgency, the Secretary-General shall constitute a hearing committee from among any of the six members of the Committee on Grievances and Disciplinary Procedures.
- 12.5 The hearing committee shall make one of the following recommendations:
- a) that the disciplinary measures proposed by the Principal be upheld;

- 12.5.2 b) that alternative measures be imposed; or
- 12.5.3 c) that no disciplinary measures be imposed.
- 12.6 The final recommendation of the committee and the reasons stated therefor shall be communicated in writing to the Principal and the staff member within 10 working days of completion of the procedures. The recommendation of the committee is not binding on the Principal.
- 12.7 Upon receiving the committee's recommendation under Section 12.6 the Principal shall either:
- 12.7.1 a) Decide not to impose any disciplinary measure and so notify the staff member and the dean in writing, all written documents pertaining to the case to be expunged from the record; or
- 12.7.2 b) Confirm the disciplinary measure or measures described under Section 9.8.3, or any other measure recommended by the committee.
- 12.8 The Principal shall inform the staff member, the committee, and the dean of the decision, in writing, giving complete and substantive reasons.
- 12.9 Within 10 working days of receipt of the letter provided for in Section 12.8, the staff member may respond to the Principal, giving notice that the staff member will refer the matter to arbitration under Section 13.
- 12.10 **The Principal's Power to Delegate**
The Principal may, by written notice to the record of the case with a copy to the staff member, delegate any or all of the Principal's duties under Section 9 to a vice-principal, except for cases of dismissal under Section 9.9.
- 12.11 **Review of the Present Regulations**
The present regulations shall be reviewed within a period of two years of adoption; all grievances and requests for disciplinary hearings made within that period shall be fully dealt with in accordance with the provisions of this chapter.

McGill Association of University Teachers, December 1, 2002

1.13 Arbitration

- 13.1 The Principal and the President of the McGill Association of University Teachers shall jointly appoint a person of unquestioned integrity and independence to perform the functions required in Section 13.5 and may at the same time provide for an alternate to act in the former's absence for an agreed term (and until their successors are appointed) within 30 working days of the adoption of these regulations, or of the resignation or incapability of the person or persons previously appointed.
- 13.1.1 In the event of a suspension without pay, and upon receipt of the written notification from the staff member to use arbitration as provided under Sections 9.8.4, 9.10, 12.3, and 12.9 of this regulation, the staff member's salary and benefits will be maintained pending the final decision of the arbitrator. University privileges will normally be maintained pending the final decision of the arbitrator, unless the Principal has reasonable grounds not to maintain the same.
- 13.1.2 In the event of dismissal, the staff member's salary, benefits, and University privileges shall be discontinued subject to the provisions of Section 9.9.3.3. The staff member may apply to the arbitrator for an interim ruling restoring his or her salary and other financial benefits. Such an interim ruling shall be without prejudice to the final decision of the arbitrator under Section 13.14.
- 13.2 Within 15 working days of the notification by the staff member to use arbitration as provided under Sections 9.8.4, 9.10, 12.3, and 12.9, the Principal and the staff member or their representatives shall meet to name an arbitrator.
- 13.3 The Principal and the staff member shall sign a formal submission to arbitration, setting out in summary the matters at issue. Such a submission to arbitration shall conform to Articles 940 and following of the Code of Civil Procedure.
- 13.4 The arbitrator shall be a qualified person not employed by the University who is acceptable to the Principal and to the staff member. The qualified arbitrator is a person whose name appears on the most recent annotated list of arbitrators published by the Quebec government from time to time, and who has at any time held an academic appointment at a university.
- 13.5 If the Principal and the staff member are unable to name an arbitrator within 15 working days from the notification by the staff member to submit the matter to arbitration, the arbitrator shall be chosen by the following method: the person of unquestioned integrity and independence appointed under Section 13.1 shall at the earliest possible moment name one qualified arbitrator, not in the employ of the University, to arbitrate the case.
- 13.6 The maximum duration of arbitration hearings shall be 10 days, the fees and expenses of the arbitrator being assumed by the University for that period. If either party or both wish to go beyond the 10 days, the arbitrator will have jurisdiction to extend the number of hearing days to a maximum of 10 additional days. The party requesting the extension shall pay the fee and expenses of the arbitrator for the period of the extension.
- 13.7 The parties shall be entitled to representation. Each party shall bear its own cost of presentation.
- 13.8 The arbitrator shall review the question with due diligence and conclude the proceedings and render a decision as expeditiously as possible.
- 13.9 The arbitrator shall establish and conduct proceedings in accordance with rules of natural justice; and shall require the University and the staff member, herein collectively referred to as "the parties", to make full disclosure of evidence which the arbitrator deems relevant. In any event the arbitrator shall:
- 13.9.1 Notify the parties in writing of the time and place at which the arbitrator intends to hear the parties;
- 13.9.2 Afford the parties the right to appear in person with or without counsel or advisor, not to exceed two in number, adduce evidence at their diligence, examine and cross-examine witnesses, and state their case;
- 13.9.3 Hold hearings in camera unless both parties agree in writing that the hearings shall be open, and instruct all persons appearing before him or her in camera to treat all evidence and proceedings as confidential;
- 13.9.4 Require each party to indicate in advance the nature of the evidence upon which that party intends to rely, in order to enable the other party to make a fair and full answer; and

- 13.9.5 Have the power to proceed in the absence of a party who should without reasonable excuse fail to appear before him or her.
- 13.9.6 The arbitrator shall convene the hearing as soon as possible and shall conclude the proceedings and render a decision as expeditiously as possible, but in any event within 15 weeks of being appointed. If the term of the arbitrator's mandate is extended beyond the initial 10 days, one week shall be added to the 15-week decision deadline for each additional day of hearing.
- 13.10 A formal stenographic record of the proceedings may be kept at the expense of the University and made available to both parties and to the arbitrator.
- 13.11 The parties shall use utmost diligence in preparing for the hearing and shall see to it by way of exchange of all pertinent documents, as well as disclosure of the identity of all witnesses, that the restrictions on the time allocated for hearing are respected.
- 13.12 Preliminary objections shall be made to the arbitrator by way of correspondence sent at least 10 working days prior to the hearing. The decision of the arbitrator as to the objections will be rendered at the latest at the opening of the hearing.
- 13.13 At the opening of the hearing, the parties shall submit admissions as to all relevant facts and shall endeavour to reduce the number of contested facts.
- 13.14 The arbitrator shall issue a final written decision that contains findings of fact, reasons, and conclusions. The conclusions are limited to deciding whether adequate cause for discipline of the staff member has been established. The written decision shall be forwarded by the arbitrator to the Principal and to the staff member. In the case of open hearings, the written decision may be published. Where the proceedings are held in camera, the written decision shall not be made public; but publication of any portion of the written decision shall permit either party to publish the entire decision.
- 13.15 The decision of the arbitrator shall be final and binding on the staff member and on the University.

McGill Association of University Teachers, December 1, 2002

1.14 Amendment and Repeal

- 14.1 It is recognized that unforeseen circumstances may arise which will necessitate the amendment or repeal of these regulations and the Board of Governors accordingly reserves its right to amend or repeal the same after the Principal has sought the advice of Senate at a special meeting of Senate.

McGill Association of University Teachers, December 1, 2002

1.15 Effective Date and Transitional Provisions

15.1 The effective date of these regulations shall be the day following their adoption by the Board of Governors.

McGill Association of University Teachers, December 1, 2002

2 Regulations Relating to the Employment of Librarian Staff

Preamble, Definitions, and Notices

- 1.1 The regulations herein set out the general terms of employment by the University of the academic staff, relating to appointments, renewals of appointment, tenure, and dismissals. Other conditions of employment concerning such matters as, amongst others, sabbaticals, retirements, pensions, and insurance are to be found in other sections of this booklet or are available at the office of the Secretary-General.
- 1.1.1 These regulations do not apply to academic staff governed by "Regulations Relating to the Employment of Academic Staff" (Board of Governors, Minute 4758).
- 1.2 All appointments, renewals of appointment, and reappointments are made by the Board of Governors in accordance with Article 1.3.1 of the University Statutes or by the Vice-Principal (Academic) in accordance with Section 9 of the signing by-laws (Academic Contracts of Employment) and shall be evidenced by a letter signed by the Secretary-General or the Vice-Principal (Academic) as the case may be, hereinafter referred to as "official letter of appointment".
- 1.2.1 All committees reviewing candidates for reappointment, promotion, or tenure shall contain representation from faculties as appropriate. In cases of the appointment of a head of a library that serves a particular faculty or faculties, the appropriate dean or deans, along with the Director of Libraries, shall approve the appointment or renewal of appointment.
- 1.3 Definitions:
- 1.3.1 "Academic year" denotes the period from the 1st of September to the 31st of August next following.
- 1.3.2 "Academic duties" of a member of full-time librarian staff include:
- i) position responsibilities, which can include the exercise of subject, bibliographic, or technical expertise; the use of administrative and managerial skills; the presentation of formal or informal instruction; and
 - ii) research and other original scholarly activities, and professional activities; and
 - iii) other contributions to the University and scholarly communities.
- 1.3.3 "Administrative Librarian" indicates those librarians so designated in writing by the Director of Libraries.
- 1.3.4 "Tenure" means an appointment for an unlimited term which carries with it the right not to be dismissed except for cause and can only be acquired by grant under these regulations.
- 1.3.5 "Tenure Committee" means the committee appointed under Section 5.5 of these regulations.
- 1.3.6 "Staff member" means a member of the academic staff subject to the exception in Section 1.1.1.
- 1.3.7 "The Principal" means the Principal of McGill University, appointed under the Charter and Statutes thereof, or the officer discharging the Principal's duties for the time being, and includes (except in the case of Section 13.1) any University officer generally or specially delegated by either of the former to discharge any of the duties or exercise any of the rights of the Principal under these regulations; such delegation to be valid must be made in writing and deposited on open record in the Secretary-General's office.
- 1.3.8 "Advisor" means a member of the University community who has agreed to act in an advisory capacity to a member of the academic staff. Such individuals act in accordance with these regulations and are deemed, in so doing, to perform part of their academic duties. They do so without receiving additional remuneration. An advisor shall be accorded full respect by the University's administrative officers.
- 1.4 All references to librarian rank in these regulations refer to librarian rank in McGill University only, unless the context clearly indicates the contrary.
- 1.5 Any notice required to be communicated under these regulations may be communicated by delivery personally to the

member of the librarian staff addressed, at his or her office within the University, or by registered mail with acknowledgment of receipt card to his or her last address recorded with the University administration. Any notice sent in accordance with this subsection shall be deemed to be received on the earlier of

- a) the day it was actually received or,
- b) the fourth day after mailing.

McGill Association of University Teachers, December 1, 2002

2.2 Appointment of Full-Time Librarian Staff

- 2.1 The full-time librarian staff of the University consists only of those persons who are so designated in their official letter of appointment from the Secretary-General or the Vice-Principal (Academic) as the case may be or his or her nominee and includes those staff who are designated Full-Time (Reduced Load) in their letter of appointment. The term "full-time librarian staff" does not include visiting staff.
- 2.2 All full-time librarian appointments shall further be designated as being:
- a) for a limited term, or
 - b) for an unlimited term without tenure, or
 - c) for an unlimited term with tenure.
- Persons on unlimited term contracts without tenure are subject to termination on 37 weeks' notice.
- 2.3 Upon recommendation of the Director of Libraries, all librarian appointments shall be made by either the Vice-Principal (Academic) or the Board of Governors following approval and presentation by the Principal, as the case may be. These appointments shall be recommended to the Director of Libraries by the appropriate Administrative Librarian or selection committee.
- 2.4 In cases where a person is to serve in a faculty or department of the University as well as in the McGill University Libraries, the respective dean and departmental chair shall also recommend the appointment.
- 2.5 Notification of reappointment or termination of appointment of a staff member engaged for a limited term shall be given at least 37 weeks before the termination date of the staff member's current appointment. In the event that such notification has not been given as prescribed and notwithstanding Section 4, the appointment shall be extended for one year.
- 2.5.1 Section 2.5 does not apply to any staff member whose term of appointment is one year or less and whose letter of appointment specifies that this appointment is not subject to renewal.

McGill Association of University Teachers, December 1, 2002

2.3 Duties of Full-Time Librarian Staff

- 3.1 A member of the full-time librarian staff is expected to be engaged throughout the year primarily in the staff member's academic duties, and to be available to undertake such duties except whilst on vacation as agreed to with the appropriate Administrative Librarian.
- 3.2 The allocation of position responsibilities is the responsibility of the appropriate Administrative Librarian. The Administrative Librarian shall take into account the pattern of such allocation within the McGill University Libraries.

McGill Association of University Teachers, December 1, 2002

2.4 Ranks of Full-Time Librarian Staff

- 4.1 A member of the full-time librarian staff shall be appointed to one of four ranks: sessional librarian, assistant librarian, associate librarian, or full librarian.
- 4.1.1 A sessional librarian is a full-time or part-time staff member who is not eligible for tenure. Sessional librarians shall initially be appointed for a limited term of not more than three years. They may be reappointed provided that the limited term appointments and reappointments do not exceed an aggregate of five years.
- 4.1.1.1 A sessional librarian who has been continuously employed for five years shall be appointed for an unlimited term. Sessional librarians appointed to unlimited term contracts are subject to termination on 37 weeks' notice.
- 4.1.1.2 A sessional librarian who has been employed continuously for five years on a full-time or a part-time basis and who is terminated other than for disciplinary reasons shall be entitled to receive a severance payment equal to one month's salary for each year of service, based on the average annual salary from librarian employment at McGill over the past three years to a maximum of 24 months.
Sessional librarians who were employed on or before May 31, 1994 and who thereafter become entitled to severance pay shall be entitled to one month's salary for each year of service. All staff appointed as sessional librarians on or after June 1, 1994 are subject to the present policy.
- 4.1.2 An assistant librarian shall be appointed for an initial term of three years. An assistant librarian may be reappointed at this rank for a term of one, two, or three years provided that the appointment and reappointments shall not exceed in aggregate seven years. No later than the sixth year as an assistant librarian, the staff member shall be considered for promotion to associate librarian. The result of that consideration shall be communicated to the assistant librarian in accordance with Section 2.5.
- 4.1.3 The McGill University Libraries shall establish written criteria for the reappointment of assistant librarians. These criteria shall evaluate the staff member's performance of academic duties in anticipation of meeting the requirements for promotion and tenure as set out in Section 5.20.
- 4.1.3.1 The criteria for reappointment shall be approved by the Director of Libraries who shall consult with an appropriate committee of the McGill University Libraries prior to their approval.
- 4.1.3.2 The criteria for reappointment shall be communicated in writing to the staff member by the Director of Libraries no later than 60 days after the initial appointment.
- 4.1.3.3 At the time of consideration for reappointment the staff member shall provide the appropriate Administrative Librarian with the necessary information and documentation to establish that the criteria for reappointment have been met. It is the responsibility of the staff member to use diligence in pursuing his or her claim to reappointment. Evidence of performance in teaching shall be prepared in accordance with Teaching Portfolio Guidelines (Appendix A).
- 4.1.3.4 The Administrative Librarian shall consult with an appropriate committee of the McGill University Libraries, and, if applicable, the relevant departmental committee, concerning the reappointment prior to submitting a written report to the Director of Libraries recommending either reappointment for a specified period of time or non-renewal. The report shall contain substantive written reasons and shall be copied to the candidate.
- 4.1.4 The term of appointment of an associate librarian or a full librarian shall be
- a) five years without tenure or
 - b) unlimited in the case of an associate or full librarian appointed with tenure.
- No later than the fourth year as an associate or full librarian without tenure the staff member shall be considered for tenure. An associate or full librarian may not be reappointed if she or he has been denied tenure.
- 4.2 No university, faculty, departmental, or library committee shall make a negative recommendation at the time of mandatory consideration or application for reappointment, tenure or promotion without giving the staff member concerned an opportunity to appear before the committee accompanied by an advisor, if he or she so wishes, to state his or her case.

- 4.2.1 In those instances where the Director of Libraries disagrees with the positive recommendation of the Administrative Librarian or library committee for reappointment, the Director of Libraries shall notify the staff member in writing that he or she is tending to a negative decision and shall provide the staff member with written reasons and an opportunity to appear before him or her (accompanied, if the staff member wishes, by an advisor) prior to reaching a final decision.
- 4.3 The Principal shall consult with a statutory selection committee in accordance with Article 3.4.3 of the University Statutes prior to recommending appointments to the rank of full librarian to the Board of Governors. In the case of new appointments where the candidate has attained the rank of full librarian at a recognized institution of higher learning, the Principal may recommend appointment at that rank having consulted with the Director of Libraries.
- 4.3.1 The recommendation to the Principal that a statutory selection committee be established to consider the promotion of an associate librarian to the rank of full librarian shall come from the Director of Libraries in accordance with the established procedures of the McGill University Libraries.
- 4.3.2 The procedures followed by the Director of Libraries in recommending the establishment of a statutory selection committee shall include consideration of the recommendations of the McGill University Libraries Committee charged with reviewing the candidate's promotion.
- 4.3.4 In those cases where the candidate initiates the request for promotion to full librarian, the candidate shall request the chair of the appropriate McGill University Libraries Committee to make a judgment as to whether the committee will ask the Director of Libraries to recommend, in accordance with the established procedures of the McGill University Libraries, that a statutory selection committee be established.
- 4.3.5 An answer in writing to the candidate's request to the chair of the appropriate McGill University Libraries committee, giving reasons for the decisions, must be notified to the candidate within a period of six months, failing which the candidate may appeal directly to the Director of Libraries to consider the request, in accordance with the established procedures of the McGill University Libraries.
- 4.3.6 Should the Director of Libraries, with or without the advice of a library committee, decline to recommend the establishment of a statutory selection committee recommended or requested under the provisions of Sections 4.3.2, 4.3.4, or 4.3.5, the Director of Libraries shall so notify the candidate in writing within six months after receiving the said recommendation or request, giving the reasons for his or her decision.
- 4.3.7 The recommendation from the Director of Libraries to the Principal to establish a statutory selection committee shall include a brief report of the membership of, and the procedures followed by, relevant library and, if applicable, departmental committees that considered this promotion, including any changes in the membership of the committees that may have occurred in the interim. A copy of the recommendation shall be sent to the candidate.
- 4.3.8 The dossier presented to the statutory selection committee, through the Secretary-General, shall consist of a curriculum vitae, a list of publications, and if appropriate, a teaching dossier prepared in accordance with the Teaching Portfolio Guidelines (Appendix A), at least three confidential letters of reference from recognized authorities in the candidate's field external to the University, and the written recommendation of the library committee, with a copy to the candidate. If the provisions of Section 4.3.5 are invoked, the recommendation shall come from the chair of an appropriate committee of the McGill University Libraries.
- 4.3.9 After receiving a copy of the recommendation of the McGill University Libraries Committee provided for in section 4.3.8, the candidate may submit to the Secretary-General within 30 days a written statement, with a copy to the chair of the library committee, supporting his or her claim to promotion.
- 4.3.10 The letters of reference referred to in Section 4.3.8 shall be solicited by the Director of Libraries from a list of six names agreed upon by the candidate, the appropriate Administrative Librarian, and the Director of Libraries. If the Administrative Librarian or library committee has requested letters of reference from any of the external evaluators during the immediately preceding two years, this fact must be noted on the list.
- 4.3.11 All letters of reference solicited by the Director of Libraries shall be forwarded to the Secretary-General for inclusion in the candidate's dossier.
- 4.3.12 If the candidate and the Administrative Librarian cannot agree on the choice of external referees, the Director of Libraries shall make up the list, after consultation with the candidate and the Administrative Librarian with a copy to each of those consulted.

- 4.4 Notwithstanding the provisions of Sections 4.3.1 to 4.3.10:
- 4.4.1 Any full-time associate librarian who has served at least 10 years at that rank shall have the right to request the Principal directly to establish a statutory selection committee to consider his or her promotion to full librarian. This written request shall include the candidate's curriculum vitae, a list of publications, and a statement of reasons by the candidate in support of the request.
- 4.4.2 The Principal may not refuse this request unless the candidate is ineligible for consideration under the provisions of Section 4.4.1. The Principal shall notify the candidate in writing whether the request is accepted or denied within 30 days. If the request is denied, the Principal shall provide the candidate with reasons.
- 4.4.3 Following the Principal's decision to accept the request, the Principal shall, without undue delay, ask the Director of Libraries for his or her recommendation with respect to the candidate's promotion, including a brief report on the membership of, any changes in the membership of and the procedures followed by, the McGill University Libraries committee that considered this promotion, with a copy to the candidate. If no recommendation is forthcoming within four months from the McGill University Libraries committee, the statutory selection committee shall proceed without it. The Director of Libraries shall provide a brief report to the statutory selection committee of the relevant procedures followed by the McGill University Libraries, with a copy to the candidate.
- 4.4.4 The statutory selection committee shall meet within six months of the Principal's decision to establish the committee.
- 4.4.5 For candidates considered under the provisions of Sections 4.4.1 and following, the dossier presented to the statutory selection committee, through the Secretary-General, shall consist of a curriculum vitae, a list of publications, and if appropriate, a teaching dossier prepared in accordance with Teaching Portfolio Guidelines (Appendix A), at least three confidential letters of reference from recognized authorities in the candidate's field external to the University, and the written recommendation of the chair of the committee of the McGill University Libraries (unless the committee has proceeded without a McGill University Libraries committee recommendation under the provisions of Section 4.4.3).
- 4.4.6 After receiving a copy of the Director of Libraries' recommendation provided for in Section 4.4.3, the candidate may submit within 30 days a written statement to the chair of the selection committee supporting his or her claim to promotion.
- 4.4.7 The letters of reference for a candidate considered under the provisions of Sections 4.4.1 and following shall be solicited by the Vice-Principal (Academic) from a list of six names established after consultation with the candidate, the Administrative Librarian, and the Director of Libraries. If the parties cannot agree on the choice of external referees proposed by the Vice-Principal (Academic) after consultation, the vice-principal shall make up the list using at least one of the names proposed by the candidate, the Administrative Librarian, and the Director of Libraries, with a copy to each of the foregoing.
- 4.5 In the case of a negative recommendation by a statutory selection committee, the chair of the committee shall so inform the candidate, in writing, providing the committee's reasons.

McGill Association of University Teachers, December 1, 2002

2.5 Tenure of Full-Time Librarian Staff

- 5.1.1 A full-time assistant librarian promoted to the rank of associate librarian shall be granted tenure.
- 5.1.2 A full-time assistant librarian may not initiate an application for promotion and tenure before the fourth year of holding that rank. The appropriate Administrative Librarian, on the other hand, may initiate such a consideration at any time.
- 5.2 Every full-time associate librarian without tenure and full-time full librarian without tenure shall be considered for tenure:
- 5.2.1 at the beginning of the fourth academic year of appointment to that rank; or
- 5.2.2 when being considered for promotion from associate librarian to full librarian.
- 5.3 Every full-time associate librarian and full librarian who has not been considered for tenure in that rank under Section 5.2 is entitled to one consideration for tenure at any time at his or her own request. Such a candidate will be considered in the ordinary course in the September following the application.
- 5.4 Where a statutory selection committee appointed in accordance with Article 3.4.3 of the University Statutes recommends that a person be appointed full librarian, it may also recommend a grant of tenure: that decision shall not be subject to any of the procedures provided in Section 5.6 to 5.28 inclusive.
- However, the promotion of an associate librarian to full librarian will confer tenure.
- 5.4.1 A person holding an academic appointment at another university or scholarly institution may be appointed as associate or full librarian with tenure if so recommended to the Board of Governors by the Director of Libraries, with the approval of the Principal.
- 5.4.2 Approval of the Principal shall be granted only after review and recommendation by the University Tenure Committee for Recruitment. The University Tenure Committee for Recruitment shall be a committee of Senate, shall be chaired by the Vice-Principal (Academic) or delegate, and shall consist of one tenured member from each faculty of the University and one tenured member from the University Libraries, appointed by Senate for a period of three years. Quorum for this committee shall be three members in addition to the chair, and shall include one member from the University Libraries and one member from each of the faculties in which the candidate would hold appointment.
- 5.4.3 The University Tenure Committee for Recruitment shall consider only those candidates for tenure described in Article 5.4.1.
- 5.4.4 The committee shall make its recommendation to the Principal based on a dossier, submitted by the Director of Libraries, similar to that described in Section 5.14.1 and evaluated in a manner similar to that described in Section 5.20. The committee's recommendation shall be accompanied by reasons.
- 5.4.5 If the Principal decides to recommend appointment as associate or full librarian with tenure, he or she shall present the recommendation, together with the recommendation of the University Tenure Committee for Recruitment, forthwith to the Board of Governors for final decision. The decision of the Principal shall not be subject to appeal.
- 5.4.6 No candidate shall be offered appointment with tenure unless the Board of Governors has so approved.
- 5.5 Except as provided in Section 5.4, each promotion of an assistant librarian to associate librarian and each grant of tenure to an associate librarian and full librarian shall be considered by a committee of Senate, herein called the Tenure Committee, which shall be appointed by Senate as follows:
- 5.5.1 The Director of Libraries shall nominate two tenured members of the McGill University Libraries. The manner of selecting these nominees shall be determined by the McGill University Libraries. Members shall serve for a period of two years.
- 5.5.2 Three other tenured members, who are not members of the McGill University Libraries; their term of office shall be two years.

- 5.6 Where a candidate holds an appointment in a faculty as well as in the McGill University Libraries, the dean of the faculty and the Director of Libraries shall consult and agree on the Tenure Committee which shall consider his or her case.
- 5.7 Except in the case of small faculties as defined in the University Statutes, no member of the Tenure Committee shall belong to the same department as the candidate.
- 5.8 The Tenure Committee shall be presided over by the Director of Libraries. The Director of Libraries shall have both vote and voice. A vice-principal, however, may preside over the Tenure Committee if Senate so orders.
- 5.9 Insofar as it is otherwise permissible under these regulations the Tenure Committee hearing the applications of candidates in a given year shall be composed of the same persons.
- 5.10 No two members of the Tenure Committee named by Senate under Section 5.5.2 shall belong to the same faculty.
- 5.11 In the event that a member of the Tenure Committee is unable to hear the application of a candidate for tenure, or is disqualified for cause, Senate shall nominate an appropriate replacement.
- 5.12 Senate, itself or through a committee, shall determine any challenge for cause and any other question with regard to the composition and the procedures of the Tenure Committee.
- 5.13 It is the responsibility of the candidate to use diligence in pursuing his or her claim to tenure.
- 5.14 The Tenure Committee shall receive the following items of information, which shall be compiled by the Director of Libraries:
- 5.14.1 The candidate's dossier, which shall include the candidate's curriculum vitae and a record of the candidate's position responsibilities, research, professional activities, and general contributions to the University, as well as any other materials he or she may wish to submit. Information about the candidate's teaching, if appropriate, shall be prepared in accordance with Teaching Portfolio Guidelines (Appendix A).
- 5.14.2 The report and recommendations of the library committee responsible for advising on the candidate's tenure application. In the event of a joint appointment with a faculty, the relevant department shall also provide a report and recommendation to the Tenure Committee. If applicable, this report shall include an evaluation of the candidate's teaching performance, taking into account the students' reactions to the instruction given. The report from the appropriate library committee shall be submitted by the committee chair on forms provided by the University Secretariat.
- 5.14.5 A list of names of at least six persons, not in the employ of the University, of recognized standing and accomplishment who are qualified to provide an evaluation of the candidate's scholarship, hereafter referred to as "external evaluators". These names shall be mutually agreed upon by the Administrative Librarian and the candidate. The Administrative Librarian shall provide a written justification for the choice of each name. If the Administrative Librarian or a library committee has requested recommendations from such persons about the candidate during the immediately preceding two years, such a fact must be noted on the list. It must also be noted that the candidate was informed of this fact when agreeing, with the Administrative Librarian, on the list. Furthermore, it shall be noted on the list whenever the candidate has submitted with his or her dossier recommendations from an external evaluator. If the Administrative Librarian and the candidate cannot agree on the choice of external evaluators, the Tenure Committee shall make up the list with a copy to the candidate.
- 5.15 The documents enumerated in Section 5.14 shall be made available for perusal and copying by the candidate as soon as they are submitted to the Tenure Committee.
- 5.16 The candidate, accompanied if he or she wishes by an advisor, shall be given an opportunity to address the Tenure Committee, if he or she so desires.
- 5.17 The Director of Libraries shall notify the Secretary of Senate in writing by September 1st of each academic year of the names of all staff members who must be considered for tenure during that academic year. The Director of Libraries shall include in the list the names of staff members who have requested consideration for tenure under Sections 5.1.2 and 5.3.
- 5.17.1 Counting of years of service for tenure consideration shall begin June 1 of the calendar year of first appointment to

tenure track. The effective date of a grant of tenure shall be June 1.

- 5.18 The documents enumerated in Section 5.14 will be transmitted by November 15th in the academic year of consideration to the Secretary of Senate who shall forthwith transmit the same to the Tenure Committee.
- 5.18.1 Additional material on research and other original scholarly activities may be submitted by the candidate, with explanation, to the Tenure Committee after November 15th, and after the original material has been sent to external evaluators, until March 1st in the academic year of consideration. Such material shall not be forwarded to the external evaluators unless it is received prior to the date the original material is sent to the external evaluators.
- 5.18.2 After March 1st, new evidence relating to any category of academic duties may be adduced before the Tenure Committee in the presence of parties, but only to clarify some issue that arises during the course of its deliberations.
- 5.19 The Tenure Committee shall consider the documents aforesaid.
- 5.19.1 If the Tenure Committee concludes that tenure criteria set out in Section 5.20 have been met, it shall recommend tenure, giving its reasons in writing.
- 5.19.2 If the Tenure Committee finds itself unable to recommend tenure because of a lack of information on research, scholarly, or professional activities, it shall choose three external evaluators from among the six names submitted to it for the purpose of evaluating the candidate's scholarship.
- 5.19.3 If the Tenure Committee finds itself unable to recommend tenure because of lack of information on position responsibilities, or other contributions to the University and scholarly communities, it shall seek further information from the appropriate Administrative Librarian and candidate. Any additional reports from the Administrative Librarian shall be made available for perusal and copying by the candidate as soon as they are submitted to the Tenure Committee.
- 5.19.4 Upon receipt of the additional information requested under Sections 5.19.2 or 5.19.3 the Tenure Committee shall give fair consideration to the claim. Where the committee has received additional information under Section 5.19.2, it may in its discretion seek the opinion of other external evaluators on the list. It shall report whether or not it recommends the granting of tenure, stating its reasons in writing.
- 5.20 The Tenure Committee shall base its decision on the candidate's performance of academic duties as defined in Section 1.3.2. Performance of position responsibilities is the most important of academic duties. Superior performance in the first category set out in Section 1.3.2 and a superior performance in one of the remaining two categories and a reasonable performance in the third shall be the minimum requirement for the granting of tenure.
- 5.21 Notwithstanding that a candidate has the qualifications for tenure under Section 5.20, University priorities which prevent the granting of tenure to the candidate, established before the candidate comes up for consideration, shall be sufficient reason for recommending against a grant of tenure.
- 5.22 When the Tenure Committee has reviewed all the evidence and proposes to make a recommendation which differs from the recommendation of the library committee or is prejudicial to the candidate, or both, it shall notify both the candidate and the chair of the library committee of its proposed recommendation, and each of them (accompanied if they wish by an advisor) shall be given the opportunity to address the Tenure Committee, in the presence of parties, prior to forwarding its final recommendation to the Principal. The committee may, in its discretion, seek the opinion of one or more additional external evaluators from the original list for the purpose of evaluating the candidate's research and other original scholarly work.
- 5.22.1 When the chair of the library committee addresses the Tenure Committee, under the provisions of Section 5.22 and under circumstances where the chair is of the same opinion as that expressed in a library committee minority report, he or she shall be accompanied by another member of the library committee representing the majority opinion.
- 5.23.1 In respect of all applications for tenure, the Tenure Committee shall communicate, by April 30th of the academic year of consideration, its final recommendation in writing to the Principal, on forms provided by the University Secretariat, with a copy to the Secretary of Senate, the candidate, and the Director of Libraries. The final recommendation shall include the Tenure Committee's reasons. The tenure dossier shall be kept intact and complete until such time as the Board of Governors has granted tenure, or the delays for appeal have elapsed, or the Appeals Committee has accepted jurisdiction.
- 5.23.2 Failure by the Tenure Committee to send the communication provided in Section 5.23.1 by the due date shall be

equivalent to the refusal of a recommendation for tenure.

- 5.24 If the Principal agrees with the Tenure Committee's final recommendation against the grant of tenure or if he or she disagrees with the recommendation of the Tenure Committee for a grant of tenure, the Principal shall give written notice to the candidate of his or her adverse decision within two weeks of receiving the Tenure Committee's final recommendation, whereupon the candidate may have recourse to appeal proceedings set out in Section 8, provided the Principal concurs as therein provided.
- 5.24.1 In those instances where the Principal disagrees with the recommendation of a Tenure Committee for a grant of tenure, the Principal shall notify the candidate in writing that he or she is tending to a negative decision and shall provide the candidate with written reasons and an opportunity to appear before him or her (accompanied if the candidate wishes by an advisor), prior to reaching a final decision. Under these circumstances, the two-week delay provided for in Section 5.24 shall be extended to four weeks.
- 5.25 If the Principal decides to recommend tenure, he or she shall present the recommendation, together with the final recommendation of the Tenure Committee, forthwith to the Board of Governors for final decision. The Board is not required to hear further evidence or representations.
- 5.26 The Tenure Committee shall be discharged in regard to a case when it makes its final recommendation thereon to the Principal unless there has been a recourse to appeal under Section 8 of these regulations, in which case the Tenure Committee shall only be discharged upon the Appeals Committee rendering its final decision under Section 8.
- 5.27 The Secretary-General shall retain in confidential custody the reports of the external evaluators and any other documents which the candidate has requested to be kept confidential, to be destroyed when the Principal so orders.
- 5.28 At the beginning of each academic year, all the members of the Tenure Committees shall meet to discuss general criteria and report in writing to Senate and the Board of Governors on the operation of the University tenure system. These meetings shall be chaired by the Principal.
- 5.29 A staff member granted tenure shall maintain the high standards for which it was granted.

McGill Association of University Teachers, December 1, 2002

2.6 Part-time Librarian Staff

- 6.1 The part-time librarian staff of the University consists of those persons who are so described in their official letter of appointment. Ranked part-time librarian staff shall be subject to the same duties, according to their contract of employment, and hold the same ranks as the full-time tenured librarian staff.
- 6.2 Part-time librarian staff are not eligible for tenure and shall initially be appointed for a limited term of not more than three years. They may be reappointed provided that the limited term appointment and reappointments do not exceed an aggregate of five years.
- 6.2.1 A part-time librarian staff who has been continuously employed for five years shall be appointed for an unlimited term. Part-time librarian staff appointed to unlimited terms shall be subject to termination on 37 weeks' notice.
- 6.3.1 Eligible part-time librarian staff who are or have been paid exclusively or partially from base (hard) University funding in the past five years and who are terminated other than for disciplinary reasons are entitled to a severance payment equal to one month's salary for each year of service, based on the average annual salary from academic employment at McGill earned in the past three years, to a maximum payment of 24 months.
- 6.3.2 Eligible part-time librarian staff paid exclusively from soft funds who are terminated other than for disciplinary reasons are entitled to a severance payment equal to one month's salary per year of service based on the average annual salary from academic employment at McGill earned in the past three years, to a maximum payment of 12 months.
- 6.5 If notification of reappointment or termination is not communicated in writing to the staff member by the Vice-Principal (Academic) or by the Secretary-General on behalf of the Board of Governors at least 37 weeks before the termination date of the staff member's current appointment, the appointment shall be extended for one year.
- 6.5.1 Section 6.5 does not apply to any staff member whose term of appointment is one year or less and whose letter of appointment states that this appointment is not subject to renewal.
- 6.6 Ranked part-time librarian staff employed on or before May 31, 1994 and who thereafter become entitled to severance pay shall be entitled to one month's salary for each year of service. All other ranked part-time academic staff who were appointed on or after June 1, 1994 are subject to the present policy.

McGill Association of University Teachers, December 1, 2002

2.7 Visiting and Emeritus Librarians

- 7.1 The visiting librarian staff of the University consists of those persons who are so described in their official letter of appointment. Visiting staff shall not be granted tenure.
- 7.2 A visiting librarian staff member shall be a librarian visiting the University who holds a librarian rank or the equivalent at his or her own university or institution.
- 7.5 Visiting librarian staff shall be appointed for limited terms and may be reappointed for further periods provided that the appointment and reappointments shall not exceed in aggregate three years.
- 7.8 Emeritus librarians of the University shall consist of those retired librarians who are so appointed by the Board of Governors on the recommendation of Senate.
- 7.9 Emeritus librarians shall not be required to assume any official duties or responsibilities, shall be offered an office in the University, but not necessarily the office that they formerly occupied, and shall be accorded library privileges.
- 7.10 Emeritus librarians shall be subject to the applicable University policies and regulations.

McGill Association of University Teachers, December 1, 2002

2.8 Appeals on Tenure and Reappointment

- 8.1 There shall be an Appeals Committee for hearing appeals from final decisions of the Principal refusing to recommend tenure or a reappointment. The Appeals Committee, consisting of six members with a term of office of three years, commencing on the 1st April, shall be appointed by the Board of Governors from a panel constituted as provided in Section 8.2.
- 8.2.1 Prior to the 1st of March in each year, the President of the McGill Association of University Teachers, or his or her designate, and the Principal shall jointly submit to the Senate Nominating Committee a slate of names of full-time academic staff of a number at least one and a half times the number of vacancies on the Appeals Committee to be filled that year.
- 8.2.2 The Senate Nominating Committee shall then strike a panel of nominees by reducing the slate to the number of vacancies to be filled.
- 8.2.3 The panel thus struck shall be submitted to Senate for approval prior to its submission to the Board of Governors.
- 8.2.4 In the event of rejection, in whole or in part, by Senate or the Board of Governors, the procedure set out in Section 8.2.1 and following shall recommence.
- 8.3 Notwithstanding Section 8.1, the Appeals Committee, when first constituted, shall consist of two members appointed for a term of three years, two for a term of two years, and two for a term of one year.
- 8.4.1 The Appeals Committee shall elect a chair and a vice-chair from amongst its members annually. The office of the Secretary-General shall provide a secretary for the Appeals Committee.
- 8.4.2 Appeals shall be heard by a subcommittee of three which shall be chaired by the chair or, when he or she is not available, by the vice-chair. The other two members of the subcommittee shall be appointed as hereinafter provided.
- 8.5 Members of the full-time librarian staff, except those holding an initial appointment of one year or less, sessional librarians, and visiting librarians, may appeal from the final decision of the Principal against recommending a grant of tenure or a reappointment. Such a decision shall be notified in writing by the Principal to the candidate concerned within two weeks of the Principal receiving a recommendation from the University Tenure Committee in a matter concerning tenure or from the Director of Libraries in a matter concerning reappointment.
- 8.6 Within one week of the notification provided by Section 8.5, the appellant shall request in writing from the Principal complete and substantive written reasons for the decision which must be furnished to the appellant by the Principal promptly.
- 8.7 The Appeals Committee shall have jurisdiction to consider only appeals based on a failure to follow proper procedures or on evidence of bias or on inconsistency of the decision with the existing record of the case or with established University practice. It is intended that the Appeals Committee should not proceed to a hearing de novo but should determine whether the appellant's case has received fair and reasonable consideration.
- 8.8.1 Within 30 days of receipt of the reasons for the decision under Section 8.6, the appellant shall submit in writing to the Secretary-General a notice of appeal setting out succinctly complete and substantive reasons for the appeal and stating on which of the grounds listed in Section 8.7 the appeal is based.
- 8.8.2 Together with the notice of appeal provided in Section 8.8.1, the appellant shall file with the Secretary-General, in a sealed envelope labeled "Appellant's Confidential Nomination," the name of a member of the Appeals Committee (other than the chair of the subcommittee referred to in Section 8.8.3) that the appellant selects to form part of the subcommittee to hear the appeal.
- 8.8.3 Upon the filing of a notice of appeal with the Secretary-General, the Principal shall file with the Secretary-General the Principal's confidential nomination giving the name of a member of the Appeals Committee that the Principal selects to form part of the subcommittee to hear the appeal.
- 8.8.4 The Secretary-General shall promptly transmit the notice of appeal and the confidential nominations of the Principal and the appellant to the chair of the Appeals Committee. If the Principal and the appellant have submitted the same

name, the chair shall choose that person and one other from the membership of the Appeals Committee to form the subcommittee to hear the appeal; otherwise, the subcommittee shall consist of the two members nominated by the Principal and the appellant respectively and the chair of the Appeals Committee, or the vice-chair thereof if the chair is not available.

- 8.8.5.1 In the event that a vacancy occurs in the subcommittee, the party who nominated the member in respect of whom such vacancy occurred shall forthwith nominate a replacement. In the event that the vacancy occurs in respect of the chair or vice-chair, the one shall replace the other, if available; if not available, the replacement shall be chosen by lot from amongst the remaining members of the Appeals Committee.
- 8.8.5.2 The whole appeals process shall be deemed to comprise three distinct instances:
- First: The preliminary determination made under Section 8.10;
- Second: The steps leading to a decision to refer the case back or to consider the case anew on its merits under Section 8.13.1 or to the finding that the decision appealed from is tainted with bias or inconsistent with the existing record of the case or established University practice under Section 8.13.2;
- Third: The consideration of the case anew on its merits or the steps leading to a final decision after referral back under Section 8.13.1 or the consideration of the case on its merits leading to a final decision under Section 8.13.2.
- Should a member of the subcommittee be replaced during the course of a particular instance, the committee shall recommence its consideration de novo of that particular instance but shall not be required to reconsider any proceeding had in any prior instance or instances in that appeal.
- 8.9 The appeal is held to be abandoned if the delays prescribed in Sections 8.6 and 8.8.1 are not observed by the appellant.
- 8.10 As soon as the subcommittee is formed, it shall make a preliminary determination as to whether:
- a) the appellant has the necessary qualifications under Section 8.5 to formulate an appeal;
 - b) the notice of appeal conforms formally with Section 8.8.1; and
 - c) the appellant has observed the delays prescribed in Sections 8.6 and 8.8.1.
- If the subcommittee makes a determination adverse to the appellant under a), b), or c) above, it shall declare the appeal abandoned.
- 8.11.1 The subcommittee having determined that the appeal has not been abandoned, the chair shall invite, by written notice, the appellant and the Principal to file an agreement, signed by the appellant and by the Principal on behalf of the University, to the effect that the decision of the subcommittee shall be final and binding on the appellant and on the University.
- 8.11.2 If such agreement, duly signed as prescribed in Section 8.11.1, is not filed with the Secretary-General within two weeks of the invitation aforesaid, no further proceedings in the appeal shall be taken and the subcommittee is discharged.
- 8.12.1 If such agreement is filed, as hereinbefore prescribed, the subcommittee shall proceed to consider the appeal on its merits.
- 8.12.2 Such consideration will basically consist of a review of all documentation bearing on earlier considerations of the case; the subcommittee shall have authority to request statements, orally before the subcommittee in the presence of the parties or in writing, from University committees or officers who played a part in formulating the decision under appeal. All documentation considered by the subcommittee shall be made available to the appellant and the Principal with the exception of confidential letters which shall be transmitted to the parties in the form of an unattributed summary verified by the subcommittee.
- 8.12.3 The subcommittee may permit new evidence to be adduced before it in the presence of parties, but only to clarify some new issue that arises during the course of its review or to establish a failure to follow proper procedures, bias, or inconsistency of the decision with the existing record of the case or with the established University practice.
- 8.12.4 The appellant has the right to be assisted by a member of the academic staff of the University at any stage in this

- appeal procedure.
- 8.12.5 The parties shall be invited by 10 days' written notice to meet with the subcommittee to state their case. If either party fails to attend, the subcommittee will proceed in his or her absence.
- 8.12.6 At such meeting, either party may put questions to the other and to any witnesses heard by the subcommittee.
- 8.12.7 The hearings and deliberations of the subcommittee are confidential.
- 8.12.8 No stenographic record of the subcommittee's proceedings shall be kept.
- 8.13.1 If the subcommittee finds that there has been a failure at one of the previous levels to follow proper procedures, it shall return the case to the appropriate committee or University officer with instructions as to the proper procedures to be followed unless the subcommittee decides itself to consider the case anew on its merits. Should the subcommittee refer the case back to the appropriate committee or officer, it shall remain seized of the appeal and the appropriate committee or officer, after having implemented the instructions, shall report back to the subcommittee which shall render thereon a final decision.
- 8.13.2 If the subcommittee finds that the decision appealed from is tainted with bias or inconsistent with the existing record of the case or established practice, the subcommittee shall proceed to consider the case on its merits and shall render a final decision.
- 8.13.3 In the case of an appeal on reappointment the subcommittee shall not have power to reappoint the appellant for a longer period of time than that of the full term of the appellant's current appointment.
- 8.14 The subcommittee shall report its decision on the appeal in matters falling under Section 8.13.2 or its decision to refer the case back in matters falling under Section 8.13.1, as soon as reasonably possible and at the latest, three months after the filing of the notice of appeal under Section 8.8.1; in matters falling under Section 8.13.1, the reference shall be completed and the subcommittee's final decision rendered within two months of its decision to refer; in matters falling under Section 8.13.2, the new consideration shall be completed and the subcommittee's final decision rendered within two months of its decision on the appeal.
- 8.14.1 The subcommittee shall complete the first instance of the appeal, as defined in Section 8.8.5.2, within three weeks of the subcommittee's formation; the second instance, as so defined, within two months of the filing of the agreement as provided in Section 8.12.1; and the third instance, as so defined, within two months of the completion of the second instance. The months of July and August shall not be taken into account in calculating the above delays.
- 8.14.2 Should a member or members of the subcommittee be replaced during the course of the second or third instances of an appeal, as defined in Section 8.8.5.2, necessitating the reconsideration insofar as that instance is concerned, the subcommittee shall complete that instance within the delays provided in Section 8.14.1 or within six weeks of the last such replacement, whichever is later.
- 8.15 If the final decision of the subcommittee is not rendered at least 37 weeks before the termination date of the appellant's current appointment, the appointment shall be extended to provide for an interval of 37 weeks between the date of the final decision and the date of termination.
- 8.16 The final decision of the subcommittee and the reasons stated therefor shall be notified in writing to the Principal and the appellant.
- 8.17 If the final decision of the subcommittee is for a grant of tenure or a reappointment, a copy of the decision and the reasons stated therefor shall be forwarded through the Principal to the Board of Governors for implementation.

McGill Association of University Teachers, December 1, 2002

2.9 Discipline: Reprimand, Suspension, and Dismissal of Staff Member for Cause

- 9.1 If the Director of Libraries considers that there is cause, the Director of Libraries may send a letter of reprimand to a staff member, recommend other disciplinary measures such as suspension, or recommend dismissal.
- 9.2 Nothing in the present section shall in any way derogate from the residual powers of the Principal to initiate disciplinary action against a staff member for cause, as set out in the Statutes or regulations as adopted and modified by the University from time to time. If the Principal initiates disciplinary action, such action shall follow the procedures prescribed by Section 9, with the necessary procedural adjustments.
- 9.3 No disciplinary measure shall be imposed without just and sufficient cause, and the burden of proving such cause shall fall upon the University.
- 9.4 "Cause" shall include:
- 9.4.1 a) neglect of academic duties, including failure to meet the requirements of Section 3.1;
- 9.4.2 b) misconduct sufficient to justify the disciplinary measures taken;
- 9.4.3 c) persistent failure to maintain reasonable performance of the overall academic duties as set out in Sections 1.3.2, 3.1, and 5.29, including: i) position responsibilities; ii) research and other original scholarly activities, and professional activities; and iii) other contributions to the University and scholarly communities, taking into account the pattern of such activities obtained within the McGill University Libraries and the stage of the staff member's academic career.
- 9.5 No disciplinary proceedings may be initiated against a staff member for failure in the performance of duties under Sections 9.8 or 9.9 by reason of a physical or emotional disability, if such a staff member has been accepted under the Long Term Disability Plan in respect of such disability.
- 9.6 **Director of Librarians' Recommendation of Reprimand or Disciplinary Measure**
If the Director of Libraries believes that a reprimand or a disciplinary measure may be warranted, the director shall so notify the staff member in writing, giving substantive written reasons deemed to warrant the measure. Before proceeding to recommend reprimand or the imposition of a disciplinary measure, the Director of Libraries shall provide the staff member an opportunity for a meeting, at which the staff member may be accompanied by an advisor.
- Director of Libraries' Reprimand
- 9.7 If the Director of Libraries considers there is cause, he or she may send a letter of reprimand to a staff member. A letter of reprimand shall be so designated and shall be expunged from the record at a date stated in the letter, not more than five years after the date of the letter.
- 9.7.1 A staff member who receives a letter of reprimand from the Director of Libraries may file a request for a hearing before the Committee on Staff Grievances and Disciplinary Procedures as described in Section 11.
- Director of Libraries' Disciplinary Measure
- 9.8 If the Director of Libraries decides to recommend a disciplinary measure other than reprimand, the director shall notify the Principal in writing, with a copy to the staff member, stating the substantive reasons for the decision.
- 9.8.2 The Principal shall respond to the Director of Libraries' recommendation without undue delay in one of the following ways:
- 9.8.2.1 1 a) If the Principal does not agree with the recommendation, the parties shall be so informed and the complete record of the case shall be expunged.
- 9.8.2.2 b) If the Principal tends to agree with the Director of Libraries' recommendation, the Principal shall notify the staff member to this effect in writing, stating substantive reasons, and provide the staff member an opportunity for a meeting, at which the staff member may be accompanied by an advisor.
- 9.8.3 When the procedure described in Section 9.8.2 has been completed and has resulted in a decision by the Principal to recommend a disciplinary measure as is deemed appropriate in the case, the Principal shall notify the Director of Libraries and the staff member, in writing, without undue delay. The measure may include one of the following: a letter

of reprimand, suspension with or without pay of not more than six months' duration, or any other measure deemed appropriate. A letter of reprimand imposed under this section shall be so designated and shall be expunged from the record at a date specified in the letter, not more than five years after the date of the letter.

- 9.8.3.1 If upon receiving written notification of a recommendation of discipline from the Principal, the staff member does not request a disciplinary hearing under Section 12 within 10 working days, the Principal shall confirm the decision to discipline, giving complete and substantive reasons.
- 9.8.4 Within 10 working days of receipt of the confirmation to discipline, the staff member may request arbitration under Section 13.
- 9.9 **Director of Libraries' Recommendation of Dismissal**
If the Director of Libraries believes that dismissal may be warranted, the director shall notify the staff member in writing, with a copy to the Principal, stating the substantive reasons considered to warrant dismissal. Before proceeding to recommend that dismissal be imposed, the Director of Libraries shall provide the staff member an opportunity for a meeting, at which the staff member may be accompanied by an advisor.
- 9.9.1 If the Director of Libraries decides to recommend dismissal, the director shall notify the Principal in writing, with a copy to the staff member, stating the full reasons for the decision.
- 9.9.2 The Principal shall investigate the matter and provide the staff member with the opportunity for a meeting, at which both parties may be accompanied by an advisor. Before the meeting takes place, each party must inform the other of the name of any advisor who will be present.
- 9.9.3 When the Principal's investigation has been completed, the Principal shall either:
- 9.9.3.1 a) Disregard the Director of Libraries' recommendation of dismissal and decide against the imposition of other disciplinary measures. The Principal shall notify the Director of Libraries and the staff member to this effect and expunge the record of the case;
- 9.9.3.2 b) Recommend reprimand or suspension or other disciplinary measures and notify the staff member and the Director of Libraries to this effect and return the process to Section 9.8.3; or
- 9.9.3.3 c) Notify the staff member and the Director of Libraries in writing that the staff member is dismissed, stating complete and substantive reasons. The dismissal shall take effect on a date specified in the letter. The staff member's salary and benefits will terminate 10 working days from the date specified for dismissal.
- 9.10 Within 10 working days of receipt of notification of dismissal, the staff member may request arbitration under Section 13.
- 9.11 **Cases of Emergency**
Notwithstanding the procedure prescribed by Section 9, where the staff member is judged by the Principal or his or her delegate to be a serious threat to the security of the University or the safety of its community, the staff member shall immediately be suspended from the University and its premises pending the completion of disciplinary procedures and arbitration.

McGill Association of University Teachers, December 1, 2002

2.10 Composition and Operation of the Committee on Staff Grievances and Disciplinary Procedures

- 10.1 There shall be a Committee on Staff Grievances and Disciplinary Procedures to hear grievances and hold hearings on disciplinary measures at the request of staff members. Said committee shall consist of six members with a term of office of three years commencing on the 1st day of September.
- 10.2 Notwithstanding Section 10.1, the Committee on Staff Grievances and Disciplinary Procedures shall, when first constituted, consist of two members appointed for a term of three years, two for a term of two years, and two for a term of one year.
- 10.3 The Committee on Staff Grievances and Disciplinary Procedures shall be appointed by the Board of Governors from a panel drawn up as follows:
- 10.3.1 Prior to the 1st day of April each year, the President of the McGill Association of University Teachers or the President's designate and the Principal or the Principal's designate shall submit to the Senate Nominating Committee a jointly approved slate of names of full-time staff members. This slate shall include at least one and a half times as many names as there are vacancies on the Committee on Staff Grievances and Disciplinary Procedures to be filled that year.
- 10.3.2 From this slate, the Senate Nominating Committee shall strike a panel of nominees equal to the number of vacancies to be filled and shall also designate the chair and vice-chair of the Committee on Staff Grievances and Disciplinary Procedures.
- 10.3.3 The panel thus struck shall be submitted to Senate and to the Board of Governors for approval.
- 10.3.4 In the event of rejection of the panel in whole or in part by Senate or the Board of Governors, the procedure set out in Section 10.3.1 shall recommence.
- 10.4 The hearing committee shall be composed entirely of members of the Committee on Staff Grievances and Disciplinary Procedures and shall include:
- i) the chair or vice-chair;
 - ii) one member selected by the Principal; and
 - iii) one member selected by the staff member who has brought a grievance before, or requested a disciplinary hearing from, the committee.
- 10.4.1 Notwithstanding Article 10.4, where the hearing committee is struck pursuant to a recommendation of discipline concerning a complaint of sexual harassment, if the complainant is a student the member selected by the Principal pursuant to Article 10.4 (ii) shall be a student. The student shall be selected from a list jointly agreed upon by the Principal and the President of MAUT.
- 10.5.1 If the Principal and the staff member submit the same name, the chair shall choose that person and one other member of the Committee on Staff Grievances and Disciplinary Procedures to form the hearing committee.
- 10.5.2 The committee members so nominated shall not be entitled to determine the identity of the party who nominated them.
- 10.5.3 In the event that a vacancy occurs in the hearing committee, the party who nominated the member in respect of whom such vacancy occurred shall forthwith nominate a replacement. In the event that the vacancy occurs in respect of the chair or vice-chair, the one shall replace the other, if available; if not available, the replacement shall be chosen by lot from the two remaining members of the Committee on Staff Grievances and Disciplinary Procedures.
- 10.6 Should a member of the hearing committee be replaced during the course of a particular grievance or request, the committee shall recommence anew its consideration of that instance but shall not be required to reconsider any proceeding held in any prior instance or instances concerning that grievance or request.
- 10.7 No member of the committee shall sit in a particular instance if that person:

- 10.7.1 a) Is a staff member reporting to the same Administrative Librarian as the staff member who is bringing a grievance or requesting a hearing; or
- 10.7.2 b) Is in a position of conflict of interest as specified in the University's Policy on Conflict of Interest.
- 10.8 The office of the Secretary-General shall provide a secretary for the Committee on Staff Grievances and Disciplinary Procedures.
- 10.9 The Committee on Staff Grievances and Disciplinary Procedures shall report annually to Senate and to the Board on the administration of the procedures described here.
- 10.10 The members of the committee, prior to hearing their first case, shall undergo sensitivity training on harassment issues relating but not limited to racial, religious, gender, sexual, and sexual orientation-based harassment.

McGill Association of University Teachers, December 1, 2002

2.11 Staff Grievances

- 11.1 The following are specifically excluded from the purview of Section 11:
- 11.1.1 a) Any matter relating to tenure, non-renewal of appointment, dismissal or suspensions, or a letter of reprimand from the Principal;
- 11.1.2 b) Any complaint against an action or a policy of the Board of Governors or Senate, or of any committee of either or both;
- 11.1.3 c) Any complaint against the composition, proceedings, or recommendations of a statutory selection committee constituted under Article 3.4.3 of the University Statutes or any recommendation made by the Principal pursuant to the said Article 3.4.3; and
- 11.1.4 d) The granting of a Retiring Allowance as described in the "Regulations Concerning the Retirement of Academic Staff and of Librarian Staff."
- 11.2 For the purposes of Section 11, the appropriate Administrative Librarian is deemed to be the immediate superior and the next superior is the Director of Libraries.
- 11.3 If a staff member believes that he or she:
- i) has been unfairly treated by the University in regard to the interpretation or application of University policy insofar as it relates to his or her academic career and working conditions; or
- ii) has been subjected to arbitrary, discriminatory, or unreasonable actions taken against him or her by the University, either by act or omission,
- the staff member may make a formal complaint, either orally or in writing, to his or her immediate superior (as defined in Section 11.2), who shall meet with the complainant without undue delay and both shall use their best efforts to settle the complaint. This initial complaint must be made within 20 working days from the date when the cause of the complaint occurs or becomes known to the complainant and is referred to hereinafter as Stage 1.
- 11.4 If no settlement is arrived at in Stage 1 within 10 working days of the making of the complaint, the complainant may, within a further 10 working days, submit the complaint in writing to his or her next superior as defined in Section 11.2. The next superior shall meet with the complainant and both shall use their best efforts to settle the complaint (Stage 2).
- 11.5 If in Stage 2 no settlement is arrived at within 10 working days of the presentation of the complaint, the complaint shall be deemed a grievance, and the complainant shall file with the Secretary-General a written statement of grievance within the 10 working days next following (Stage 3).
- 11.6 The burden of proof shall fall upon the grievor.
- 11.7 If the delays prescribed in Stages 1 through 3 are not observed, the complaint or grievance, as the case may be, shall not be entitled to any further consideration. However, at any stage, the parties may agree in writing to extend the delays for proceeding.
- 11.8 The months of July and August shall not be taken into account in calculating the delays provided for in this Section 11.
- 11.9 Upon receipt of a statement of grievance under Section 11.5, the Secretary-General shall immediately transmit the statement of grievance to the chair of the Committee on Staff Grievances and Disciplinary Procedures, who shall convene a hearing committee as expeditiously as possible pursuant to Section 10.4 in order to consider the grievance and make recommendations as to its solution.
- 11.10 The committee shall make a preliminary determination as to whether:
- i) Stages 1 and 2 have been duly followed within the time prescribed, or as otherwise agreed to by the parties in writing; and

ii) the subject of the grievance is not excluded from the jurisdiction of the committee by Section 11.1.

- 11.11 If the above two conditions have been fulfilled, the hearing committee shall determine whether the matter is to be considered a librarian evaluation grievance or an administrative grievance.
- 11.11.1 Librarian evaluation grievances shall be those in which the salient issues involve a substantial element of judgment of academic performance.
- 11.11.2 Administrative grievances shall be those in which there is no substantial element of evaluation of academic performance.
- 11.12 **Librarian Evaluation Grievances**
If the case is determined to fall under the provisions of Section 11.11.1, librarian evaluation grievances, the committee shall without undue delay hold a hearing or hearings after having given 10 working days' notice in writing to the parties, who shall be the grievor and the person grieved against, and to such other persons whose presence the committee deems necessary for a proper consideration of the matter. If any of those so notified fail to attend, the committee may proceed in their absence.
- 11.13 The consideration of the case by the committee shall consist basically of a review of all documentation bearing on earlier considerations of the case; the committee shall receive statements orally in the presence of the parties or in writing. All documentation considered by the committee shall be made available to both parties, and to the Principal on his or her request, with the exception of confidential letters, which shall be transmitted in the form of an unattributed copy, with nominative information removed.
- 11.14 The committee may permit either party to adduce new evidence before it in the presence of the parties, but only in order to clarify some new issue that arises during the course of its review or to establish:
- i) failure to follow proper procedures;
 - ii) bias; or
 - iii) inconsistency of the decision with the existing record of the case or with established University practice.
- 11.15 Each party shall have the right to call witnesses, subject to the provisions of Section 11.14.
- 11.16 The parties shall have the right to be assisted by an advisor.
- 11.17 At the meeting of the hearing committee, either party may put questions to the other and to any witnesses heard by the committee.
- 11.18 The hearings and deliberations of the committee are confidential.
- 11.19.1 If the committee finds that there has been a failure at one of the previous stages to follow proper procedures, it shall return the case to the appropriate committee or University officer with instructions as to the proper procedures to be followed, unless the committee itself decides to consider the case anew on its merits. Should the committee refer the case back to the appropriate committee or University officer, it shall remain seized of the grievance, and the appropriate committee or officer shall, after having implemented the instructions, report back to the committee, which shall render a final decision.
- 11.19.2 If the committee finds that the decision grieved is tainted with bias or inconsistent with the existing record of the case or established practice, the committee shall proceed to consider the case on its merits.
- 11.20 The findings of fact and the decision of the committee shall be sent to the Principal for implementation according to the Principal's best judgment. A copy of the findings of fact and decision shall be sent to both parties. The Principal may decline to implement the decision only if the Principal is of the opinion that the decision is not capable of implementation or is not in accordance with the rules of evidence. If the Principal declines to implement the decision, the Principal shall provide written reasons to the parties to the grievance and to the Committee on Staff Grievances and Disciplinary Procedures within 30 working days.
- 11.21 **Administrative Grievances**
If the case is determined to fall under the provisions of Section 11.11.2, administrative grievances, the committee shall

without undue delay hold a hearing or hearings after having given 10 working days' notice in writing to the parties, who shall be the grievor and the person grieved against, and to such other persons whose presence the committee shall deem necessary for a proper consideration of the matter. If any of the parties or other persons deemed necessary fails to attend, the committee may proceed in their absence.

- 11.22 The Committee on Staff Grievances and Disciplinary Procedures shall establish its own procedures for grievances that fall under the provisions of Section 11.11.2 and shall conduct its proceedings in accordance with the rules of natural justice. At any stage in this grievance procedure, the parties have the right to be assisted by an advisor.
- 11.23 The hearing committee shall report its findings of fact, conclusions, and recommendations to the Principal for such actions as may be considered appropriate, with a copy to both parties. The Principal is not required to hold a further hearing, and the Principal's decision on reception of the report shall be final, subject only to the provisions of the University Charter. The Principal's decision shall be communicated in writing to the parties, with a copy to the committee, within 30 days of receiving the report. If the Principal's decision differs from the recommendations of the committee, the Principal is obliged to give complete and substantive written reasons to all parties.
- 11.24 In either a librarian evaluation or administrative grievance, if the Principal recuses him- or herself, or is the party grieved against, the committee shall submit its findings of fact, conclusions, decisions and recommendations to the Executive Committee of the Board of Governors instead of to the Principal. The Executive Committee shall then deal with the same in lieu of the Principal and under the same conditions.

McGill Association of University Teachers, December 1, 2002

2.12 Disciplinary Hearings

- 12.1 If a staff member has filed a request for disciplinary hearing under Section 9.8.3.1 the Secretary-General shall promptly submit the request to the chair of the Committee on Staff Grievances and Disciplinary Procedures, who shall, as expeditiously as possible, convene the hearing committee pursuant to Section 10.4.
- 12.2 As soon as the hearing committee is formed, it shall make a preliminary determination as to whether:
- i) the notice of request for hearing conforms formally with Section 9.8.3.1 and
 - ii) the staff member has observed the delays prescribed.
- 12.2.1 If under i) or ii) above, the hearing committee makes a determination adverse to the staff member who has requested a hearing, it shall declare the request abandoned.
- 12.3 The staff member has 10 working days from notification that the request for hearing has been abandoned under Section 12.2.1 to exercise the right to arbitration by submitting to the Principal, in writing, a notice of intent to pursue arbitration under Section 13.
- 12.4 If the hearing committee determines that the request is not abandoned, the committee shall proceed to consider the request.
- 12.4.1 Such consideration will basically consist of a review of all documentation bearing on earlier considerations of the case. The committee shall receive statements orally before the committee, in the presence of the staff member and the delegates of the Principal herein collectively referred to as "the parties," or in writing, from all relevant persons. All documentation considered by the committee shall be made available to the parties.
- 12.4.2 The committee may permit new evidence to be adduced before it in the presence of the parties, if the committee judges it to be relevant to the merits of the case.
- 12.4.3 Each party shall have the right to call witnesses, subject to the provisions of Section 12.4.2.
- 12.4.3.1 At the meeting of the hearing committee, either party may put relevant and legally admissible questions to the other, through the chair.
- 12.4.4 The parties have the right to be assisted by an advisor at any stage of the hearing procedure.
- 12.4.5 The original complainant, or a delegate thereof, has a right to observe the hearing.
- 12.4.6 The parties shall be invited, by five working days' written notice, to meet with the committee to state their case. If either party fails to attend, the committee will proceed in his or her absence.
- 12.4.7 At such meeting, questions may be put by the members of the committee.
- 12.4.8 The hearings and deliberations of the committee are confidential.
- 12.4.9 No stenographic record or tape recording of the committee's proceedings shall be kept.
- 12.4.10 The number of hearing days shall not exceed five and may not be extended by agreement of the parties. The committee shall report its decision as soon as reasonably possible, at the latest one month after the filing of the notice of request for hearing under Section 9.8.3.1.
- 12.4.11 Proceedings of the committee shall be suspended during the months of July and August, except for cases of urgency. In cases of urgency, the Secretary-General shall constitute a hearing committee from among any of the six members of the Committee on Grievances and Disciplinary Procedures.
- 12.5 The hearing committee shall make one of the following recommendations:
- a) that the disciplinary measures proposed by the Principal be upheld;

- 12.5.2 b) that alternative measures be imposed; or
- 12.5.3 c) that no disciplinary measures be imposed.
- 12.6 The final recommendation of the committee and the reasons stated therefor shall be communicated in writing to the Principal and the staff member within 10 working days of completion of the procedures. The recommendation of the committee is not binding on the Principal.
- 12.7 Upon receiving the committee's recommendation under Section 12.6 the Principal shall either:
- 12.7.1 a) Decide not to impose any disciplinary measure and so notify the staff member and the Director of Libraries in writing, all written documents pertaining to the case to be expunged from the record; or
- 12.7.2 b) Confirm the disciplinary measure or measures described under Section 9.8.3, or any other measure recommended by the committee.
- 12.8 The Principal shall inform the staff member, the committee, and the Director of Libraries of the decision, in writing, giving complete and substantive reasons.
- 12.9 Within 10 working days of receipt of the letter provided for in Section 12.8, the staff member may respond to the Principal, giving notice that the staff member will refer the matter to arbitration under Section 13.
- 12.10 **The Principal's Power to Delegate**
The Principal may, by written notice to the record of the case with a copy to the staff member, delegate any or all of the Principal's duties under Section 9 to a vice-principal, except for cases of dismissal under Section 9.9.
- 12.11 **Review of the Present Regulations**
The present regulations shall be reviewed at the same time as the equivalent review of the "Regulations Relating to the Employment of Academic Staff"; all grievances and requests for disciplinary hearings made within that period shall be fully dealt with in accordance with the provisions of this chapter.

McGill Association of University Teachers, December 1, 2002

2.13 Arbitration

- 13.1 The Principal and the President of the McGill Association of University Teachers shall jointly appoint a person of unquestioned integrity and independence to perform the functions required in Section 13.5 and may at the same time provide for an alternate to act in the former's absence for an agreed term (and until their successors are appointed) within 30 working days of the adoption of these regulations, or of the resignation or incapability of the person or persons previously appointed.
- 13.1.1 In the event of a suspension without pay, and upon receipt of the written notification from the staff member to use arbitration as provided under Sections 9.8.4, 9.10, 12.3, and 12.9 of this regulation, the staff member's salary and benefits will be maintained pending the final decision of the arbitrator. University privileges will normally be maintained pending the final decision of the arbitrator, unless the Principal has reasonable grounds not to maintain the same.
- 13.1.2 In the event of dismissal, the staff member's salary, benefits, and University privileges shall be discontinued subject to the provisions of Section 9.9.3.3. The staff member may apply to the arbitrator for an interim ruling restoring his or her salary and other financial benefits. Such an interim ruling shall be without prejudice to the final decision of the arbitrator under Section 13.14.
- 13.2 Within 15 working days of the notification by the staff member to use arbitration as provided under Sections 9.8.4, 9.10, 12.3, and 12.9, the Principal and the staff member or their representatives shall meet to name an arbitrator.
- 13.3 The Principal and the staff member shall sign a formal submission to arbitration, setting out in summary the matters at issue. Such a submission to arbitration shall conform to Articles 940 and following of the Code of Civil Procedure.
- 13.4 The arbitrator shall be a qualified person not employed by the University who is acceptable to the Principal and to the staff member. The qualified arbitrator is a person whose name appears on the most recent annotated list of arbitrators published by the Quebec government from time to time, and who has at any time held an academic appointment at a university.
- 13.5 If the Principal and the staff member are unable to name an arbitrator within 15 working days from the notification by the staff member to submit the matter to arbitration, the arbitrator shall be chosen by the following method: the person of unquestioned integrity and independence appointed under Section 13.1 shall at the earliest possible moment name one qualified arbitrator, not in the employ of the University, to arbitrate the case.
- 13.6 The maximum duration of arbitration hearings shall be 10 days, the fees and expenses of the arbitrator being assumed by the University for that period. If either party or both wish to go beyond the 10 days, the arbitrator will have jurisdiction to extend the number of hearing days to a maximum of 10 additional days. The party requesting the extension shall pay the fee and expenses of the arbitrator for the period of the extension.
- 13.7 The parties shall be entitled to representation. Each party shall bear its own cost of presentation.
- 13.8 The arbitrator shall review the question with due diligence and conclude the proceedings and render a decision as expeditiously as possible.
- 13.9 The arbitrator shall establish and conduct proceedings in accordance with rules of natural justice; and shall require the University and the staff member, herein collectively referred to as "the parties", to make full disclosure of evidence which the arbitrator deems relevant. In any event the arbitrator shall:
- 13.9.1 Notify the parties in writing of the time and place at which the arbitrator intends to hear the parties;
- 13.9.2 Afford the parties the right to appear in person with or without counsel or advisor, not to exceed two in number, adduce evidence at their diligence, examine and cross-examine witnesses, and state their case;
- 13.9.3 Hold hearings in camera unless both parties agree in writing that the hearings shall be open, and instruct all persons appearing before him or her in camera to treat all evidence and proceedings as confidential;
- 13.9.4 Require each party to indicate in advance the nature of the evidence upon which that party intends to rely, in order to enable the other party to make a fair and full answer; and

- 13.9.5 Have the power to proceed in the absence of a party who should without reasonable excuse fail to appear before him or her.
- 13.9.6 The arbitrator shall convene the hearing as soon as possible and shall conclude the proceedings and render a decision as expeditiously as possible, but in any event within 15 weeks of being appointed. If the term of the arbitrator's mandate is extended beyond the initial 10 days, one week shall be added to the 15-week decision deadline for each additional day of hearing.
- 13.10 A formal stenographic record of the proceedings may be kept at the expense of the University and made available to both parties and to the arbitrator.
- 13.11 The parties shall use utmost diligence in preparing for the hearing and shall see to it by way of exchange of all pertinent documents, as well as disclosure of the identity of all witnesses, that the restrictions on the time allocated for hearing are respected.
- 13.12 Preliminary objections shall be made to the arbitrator by way of correspondence sent at least 10 working days prior to the hearing. The decision of the arbitrator as to the objections will be rendered at the latest at the opening of the hearing.
- 13.13 At the opening of the hearing, the parties shall submit admissions as to all relevant facts and shall endeavour to reduce the number of contested facts.
- 13.14 The arbitrator shall issue a final written decision that contains findings of fact, reasons, and conclusions. The conclusions are limited to deciding whether adequate cause for discipline of the staff member has been established. The written decision shall be forwarded by the arbitrator to the Principal and to the staff member. In the case of open hearings, the written decision may be published. Where the proceedings are held in camera, the written decision shall not be made public; but publication of any portion of the written decision shall permit either party to publish the entire decision.
- 13.15 The decision of the arbitrator shall be final and binding on the staff member and on the University.

McGill Association of University Teachers, December 1, 2002

2.14 Amendment and Repeal

- 14.1 It is recognized that unforeseen circumstances may arise which will necessitate the amendment or repeal of these regulations and the Board of Governors accordingly reserves its right to amend or repeal the same after the Principal has sought the advice of Senate at a special meeting of Senate.

McGill Association of University Teachers, December 1, 2002

2.15 Effective Date

15.1 The effective date of these regulations shall be the day following their adoption by the Board of Governors.

McGill Association of University Teachers, December 1, 2002

3.1 Regulations on Sabbatic Leaves for Full-Time Academic and Full-Time Librarian Staff

1.1 Purpose of Sabbatic Leaves

A sabbatic leave is an extended period of academic work or scholarship intended to enrich the intellectual life of the University. Through the sabbatic leave policy, the University provides members of the academic and librarian staff with an opportunity to enhance their ability to contribute to the research and teaching activities of the University. During the sabbatic leave, the requirement of availability for normal academic duties at the University as defined in the "Regulations Relating to the Employment of Academic Staff" and the "Regulations Relating to the Employment of Librarian Staff" is waived. The release from academic duties requires the sabbaticant to devote time to scholarly inquiry and writing, and/or the improvement of professional skills.

The sabbatical leave may also be used to obtain a fresh perspective on an old problem, to begin a new and promising line of research and scholarly activity, or to enhance the staff member's knowledge of his or her subject or discipline in order to improve his or her teaching.

2

Eligibility for Sabbatic Leave

2.1 "Staff member" in these regulations means a full-time tenured or tenure-track member of the University academic or librarian staff. Years of tenure-track service count towards sabbatical consideration; however, only tenured staff shall be granted sabbatical leave.

2.2 Staff members may apply for sabbatic leave during or after the sixth year of credited service from date of appointment or following the return from a previously granted sabbatic leave.

2.3 Unless otherwise provided for in a regulation included in the Handbook of Regulations and Policies for Academic and Librarian Staff, the period of any leave of absence or maternity, parental, or extended maternity or parental leave shall not count as years of credited service for sabbatic leave consideration. The period of short-term disability shall be counted as credited service for sabbatic leave consideration while the period of long-term disability shall not be counted as credited service.

2.4 Up to two years' service in a tenured or tenure-track or equivalent academic position at another university or at other universities is counted towards the eligibility requirement of at least six years' credited service.

2.5 Extra years served prior to a previous sabbatic leave shall not count as years of credited service for sabbatic leave except as noted in Article 5.6.

3.1 Length of Sabbatic Leave

Sabbatic leaves are normally granted for a twelve-month period. Sabbatic leaves may, however, be granted for six-month periods in different academic years. For six-month sabbatical leaves taken in non-consecutive academic years, a separate application must be submitted for each leave. For staff members granted two six-month sabbatic leaves, the years of credited service for the next sabbatic leave shall begin twelve months from the start of the first six-month leave. If sabbatic leave is granted for less than a total of twelve months the remaining months will not be added to a future sabbatic leave.

4

Procedure for Applying for Sabbatic Leave

4.1 Staff members shall apply for a sabbatic leave by completing a Sabbatic Leave Application Form designed in consultation with the Standing Committee on Sabbatic Leaves and available from the Office of the Vice-Principal (Academic). This Sabbatic Leave Application Form shall call for a sabbatical plan. The sabbatical plan shall propose activities that conform to the purpose of sabbatic leaves as outlined in Article 1.1.

4.2 The staff member shall forward an application for sabbatic leave for the following academic year to the departmental chair or administrative librarian by October 1. The chair or administrative librarian, having consulted with the applicant if necessary, shall forward the application, along with his or her recommendation, to the dean of the faculty or the Director of Libraries by October 20. The dean of the faculty or the Director of Libraries, having consulted with the chair or administrative librarian if necessary, shall forward the application, along with his or her recommendation, to the Vice-Principal (Academic) by November 15. In cases where a staff member is appointed in more than one department, the application for sabbatic leave shall be submitted to all relevant chairs and forwarded to the appropriate

dean or deans.

- 4.3 The Vice-Principal (Academic) and the Vice-Principal (Research), and, in the case of librarians, the Vice-Principal (Information Systems and Technology), will give careful consideration to each application according to the criteria set out in these regulations. The vice-principals will undertake to notify all persons concerned by January 7 of the year following submission of the application if they are tending to a negative decision, so that thorough additional consultations may occur. The vice-principals shall notify all applicants of their final decision by January 31.

5

Basis for Granting Sabbatic Leave

- 5.1 Sabbatic leaves are granted on a discretionary basis in accordance with the academic objectives and financial exigencies of the University.
- 5.2 The sabbatic leave schedule for an academic unit must protect its undergraduate and graduate teaching programs as well as its graduate and postdoctoral supervision practices and provide for an equitable distribution of academic duties to replace the normal activities of staff on sabbatic leave. It is understood that each application must be evaluated in such a framework and that the applicant has a responsibility to cooperate in the process.
- 5.3 It is, nevertheless, understood that after six years of credited service a sabbatic leave will not be withheld unless one or more of the requirements of Articles 1.1 through 5.2 of these regulations is not met, or unless the teaching, research, or service function of the applicant's academic unit will be severely disrupted by the proposed leave in a given year.
- 5.4 A sabbatic leave may not be denied for an indefinite period simply because the chair and/or dean or the administrative librarian and/or Director of Libraries have failed to provide an adequate schedule. In such cases, deferral and rescheduling are the proper remedies. Normally, a firm commitment for sabbatic leave in a specified future year shall be given.
- 5.5 In the case of a negative recommendation, substantive written reasons shall be provided by the vice-principals, and should be seen to follow from the present regulations.
- 5.6 If sabbatic leave is delayed by written notification from the dean of the faculty or the Director of Libraries or the vice-principals for financial or administrative reasons, including inability to replace the staff member in any of his or her academic duties, the period of deferral shall be counted as service towards the next sabbatic leave.

6

Payment

- 6.1 The University shall pay full salary to sabbaticants as well as its normal share of fringe benefits.
- 6.2 To the extent that income tax regulations allow, the staff member may request that a portion of his or her salary be made available as a research grant. In this case the staff member shall provide the University with a description of the research project and activities to be funded by the research grant. It is understood that the University makes no representation as to the legitimacy of any deductions that the sabbaticant may seek to claim as expenses in carrying out the work, and it is entirely the sabbaticant's responsibility to comply with all applicable income tax requirements in respect of any such deductions.
- 6.3 Sabbaticants are eligible for all annual salary increments.

7

Applicability of University Regulations Pertaining to Research

- 7.1 The "Regulations on Consulting and Similar Activities by Academic Staff", "Regulations Governing Conflicts of Interest in Proprietary Research", "Regulations on Research Policy", and "Policy on Intellectual Property" shall apply to staff members on sabbatic leave.
- 7.2 Illness, maternity leave, parental leave, or extended maternity or parental leave during a sabbatical leave shall not result in cancellation of all or part of the leave.

8

Return from Sabbatic Leave

- 8.1 Staff members, on applying for sabbatic leave, shall give a signed statement accepting their obligation to return to the

University following the sabbatic leave and agreeing to serve the University for a period of one academic year. In the case of six-month sabbaticals, the corresponding period of service shall be a minimum of six months which shall encompass at least one full academic term.

8.2 Within six weeks of return from sabbatic leave, the staff member shall submit to the Vice-Principal (Academic) a Sabbatic Leave Report. This report shall describe the sabbatic experience in terms of its fulfillment of the sabbatic leave plan. If two six-month leaves are taken in non-consecutive academic years, the staff member shall submit a report following each sabbatic leave.

9.1 **Support for Small Faculties and for University Libraries**

The University will provide an appropriate sabbatic leave replacement fund of not less than \$100,000 per annum to assist libraries and small faculties. This fund will be administered by the Vice-Principal (Academic).

10.1 **Standing Committee on Sabbatic Leave**

A Standing Committee on Sabbatic Leaves, composed of two persons named by MAUT, two by the Principal, and the chair selected by the named members, is responsible for reporting annually to Senate on the administration of the present regulations.

McGill Association of University Teachers, December 1, 2002

3.2 Guidelines for Leaves of Absence

- 1 A member of the academic staff shall not be away from the University for more than two consecutive years and still retain his or her appointment at the University.
- 2 Leave of absence will be limited to a maximum of two consecutive years. These will be granted one year at a time and the second requires special Board of Governor's approval.
- 3 If leave is granted for one year and an extension for another year is desired, written notice must be given to the chair and/or dean before February 15th of the coming academic year.
- 4 A sabbatical year taken in conjunction with a leave of absence shall be deemed to be part of the total two-year period.
- 5 The Board of Governors may approve exceptions to the above only in highly unusual circumstances and shall discuss these as special cases.

McGill Association of University Teachers, December 1, 2002

- 3.3 Policy Concerning Sabbatic Leaves, Leaves of Absence, and Tenure Consideration**
- 1 Sabbatical Leaves**
All sabbatic leaves count as years of service for tenure consideration.
- 2 Leaves of Absence**
Leaves of absence count as years of service for tenure consideration, unless it has been established otherwise by the committee that decides the granting of sabbatic leaves, upon recommendation of the dean, prior to the granting of the said leave.

McGill Association of University Teachers, December 1, 2002

3.4 Regulations on Maternity Leave for Full-Time Members of the Academic Staff and the Librarian Staff

1

Policy

- 1.1 "Staff member" in these regulations means a female member of the full-time University academic teaching staff or a female member of the full-time librarian staff.
- 1.2 Upon request from an eligible staff member, the University shall grant unpaid leave of a maximum duration of 20 consecutive weeks.
- 1.3 The staff member shall give written notice to the chair, director, dean, or administrative librarian of the intention to take maternity leave at the earliest possible date but no later than 60 days before the beginning of the term in which the leave is to begin. The written notice shall be accompanied by a medical certificate indicating the delivery date. The dean shall inform the Vice-Principal (Academic).
- 1.4 In the event of a stillbirth in or after the twentieth week prior to the expected date of delivery, the staff member's maternity leave will commence immediately and will end when 20 weeks in total of maternity leave have elapsed.
- 1.5 All maternity leaves shall be granted under the authority of the Board of Governors and shall be evidenced by a letter signed by the Vice-Principal (Academic).
- 1.6 Upon return from maternity leave the staff member shall notify the Vice-Principal (Academic), in writing, whether she wishes the period of the maternity leave to be counted as credited service for the purpose of tenure consideration. Notwithstanding, the period of maternity leave shall not count as credited service for the purpose of sabbatic leave consideration.

2

Indemnity

- 2.1 The staff member who has acquired 20 weeks of employment with the University and is eligible for Employment Insurance benefits shall be entitled to receive an indemnity payable until the end of the twentieth week of maternity leave.
- 2.2 Such indemnity shall be determined for each pay period and shall be equal to 100 per cent of the staff member's regular salary, reduced by the following amounts:
- any Employment Insurance benefits that she will receive or could receive;
 - any Maternity Benefit Allowance that she will receive or could receive from the Ministère de la Main-d'oeuvre, de la Sécurité du Revenu et de la Formation Professionnelle or any other appropriate government agency; and
 - all of the normal payroll deductions that must be made or would have been made had the staff member not been on maternity leave.
- 2.3 The staff member must show proof of the decision of the Employment Insurance Commission and, if applicable, the Ministère de la Main-d'oeuvre, de la Sécurité du Revenu et de la Formation Professionnelle or any other appropriate government agency.
- 2.4 All existing University benefits shall be continued throughout the maternity leave.

McGill Association of University Teachers, December 1, 2002

3.5 Regulations on Parental Leave for Full-Time Members of the Academic Staff and the Librarian Staff

- 1.1 "Staff member" in these regulations means a male or female member of the full-time University academic teaching staff or a male or female member of the full-time librarian staff.
- 1.2 On the occasion of the birth of a child to a staff member's spouse, the staff member shall be entitled to a paid leave of up to five days to be taken at the discretion of the staff member between the beginning of the delivery process and the fifteenth day following the return home of the mother and child.
- 1.3 On the occasion of the adoption of a child who has not reached the age of compulsory school attendance, the staff member shall be entitled to a paid leave of up to five days, to be taken at the discretion of the staff member within 15 days after the child's arrival at the residence.
- 1.4 The entitlement to a parental leave for a staff member who adopts a child shall be conditional on the issuance of either a placement order or an adoption order to the staff member, alone or jointly with another person.
- 1.5 A staff member who adopts the child of his or her spouse is not eligible for this leave.
- 1.6 The staff member shall give written notice at the earliest possible date to the chair, director, dean, or administrative librarian of the intention to take a parental leave.

McGill Association of University Teachers, December 1, 2002

3.6 Regulations on Extended Maternity and Extended Parental Leave for Full-Time Members of the Academic Staff and the Librarian Staff

1

Policy

- 1.1 "Staff member" in these regulations means a male or female member of the full-time University academic teaching staff or a male or female member of the full-time librarian staff.
- 1.2 The University shall grant an unpaid leave, or a full-time reduced load appointment, of a maximum of 52 weeks to a staff member as an extension to the maternity leave or parental leave.
- 1.3 The extended parental leave and extended maternity leave may not begin before the day of birth or the day the child is entrusted to the care of the staff member, in the case of adoption, and shall end no later than 70 weeks after that day.
- 1.4 The staff member shall give written notice to the chair, director, dean, or administrative librarian of his or her intention to take the extended maternity or extended parental leave at the earliest possible date but no later than three weeks prior to the intended start of the extended maternity or extended parental leave. The written notice shall be accompanied by a medical certificate indicating the delivery date or proof of adoption. The dean shall inform the Vice-Principal (Academic).
- 1.5 All extended maternity or extended parental leaves shall be granted under the authority of the Board of Governors and shall be evidenced by a letter signed by the Vice-Principal (Academic).
- 1.6 If an adoption placement terminates or is revoked, the extended parental leave shall terminate immediately.
- 1.7 On return from extended maternity or extended parental leave, the staff member shall notify the Vice-Principal (Academic), in writing, whether he or she wishes the extension of his or her leave to be counted as credited service for the purposes of tenure consideration. The extension shall not count as credited service for sabbatic leave consideration.
- 1.8 A staff member who adopts the child of his or her spouse is not eligible for this leave.
- 1.9 During the period of extended maternity and extended parental leave, the staff member shall pay both his or her own and the University's share of benefit costs.

2

Indemnity

- 2.1 The staff member who has acquired 20 weeks of employment with the University and is eligible for Employment Insurance benefits shall be entitled to receive an indemnity payable until the end of the first 11 weeks of indemnity of the extended maternity or parental leave.
- 2.2 Such indemnity shall be determined for each pay period and will be equal to 60 per cent of the staff member's regular salary, reduced by the following amounts:
- a. any Employment Insurance benefits that he or she will receive or could receive;
 - b. any other parental leave allowance provided by the governmental source; and
 - c. all of the normal payroll deductions that must be made or would have been made had the staff member not been on extended maternity or extended parental leave.
- 2.3 The staff member must show proof of the decision of the Employment Insurance Commission and other governmental sources.
- 2.4 During the period of extended maternity or extended parental leave with indemnity, the staff member and the University shall continue to share the costs of benefits in the usual manner, pro-rated to 60 per cent.

McGill Association of University Teachers, December 1, 2002

4 Regulations Concerning the Retirement of Academic Staff and of Librarian Staff

1

General

- 1.1 The University's Retirement Policy for Academic Staff seeks to:
- a) permit academic staff members to retire with dignity at a time and at a pace of their own choosing;
 - b) facilitate the use of flexible and reduced workloads and salaries for academic staff preparing for retirement;
 - c) facilitate and encourage retired staff members to continue to contribute to their academic units.
- 1.2 These regulations apply to academic staff who have not retired prior to August 31, 1993.
- 1.3 The normal retirement date of an academic staff member is the last day of the month in which an individual reaches the age of 65 years.

McGill Association of University Teachers, December 1, 2002

4.2 Retirement Options

2.1

Early Retirement

- 2.1.1 Retirement prior to normal retirement date is early retirement.
- 2.1.2 Early retirement cannot occur prior to age 55.
- 2.1.3 All academic staff except (i) staff employed under term contracts, (ii) staff who have not been granted tenure, (iii) staff on part-time appointments, and (iv) staff receiving either Short-Term or Long-Term Disability benefits, may retire early.
- 2.1.4 Notwithstanding Article 2.1.3, all academic staff with more than 15 years of continuous full-time or part-time service with McGill University and who have reached the age of 55 years may retire early.
- 2.1.5 Subject to the terms and conditions of the McGill Pension Plan, a staff member who retires prior to the normal retirement date will receive pension benefits determined on an actuarially reduced basis taking into account service up to the date of early retirement.

2.2

Phased Retirement

- 2.2.1 Eligible full-time academic staff who have reached the age of 52 years may apply for a gradual reduction in academic workload with proportional reductions in salary (phased retirement appointment). These reductions, which should be as flexible as possible while allowing for the needs of the academic unit concerned, must be negotiated with the chair of the department (or director of school) and approved by the dean of the administering faculty or the Director of Libraries and by the Vice-Principal (Academic). In all cases they lead to retirement after a maximum of three years.
- 2.2.2 Phased retirement appointments shall be considered as full-time appointments for all benefits including pension, subject to the lifetime limitations with respect to prescribed compensation and benefit accruals contained in the Income Tax Act of Canada.
- 2.2.3 Requests for a phased retirement appointment will be individually decided by the University in accordance with the interests of the University, the academic unit concerned, and the individual.
- 2.2.4 Staff granted a phased retirement appointment will pay benefit premiums and pension contributions based on their reduced salaries. However, they will receive full benefits and earn full pension credits based on their nominal full salary. McGill University will pay the difference in premiums. The implementation of this clause is subject to applicable income tax legislation.
- 2.2.5 Notwithstanding Article 2.2.4, staff placed on Long-Term Disability (LTD) during a period of phased retirement will receive benefits based on their reduced salary applicable when they are placed on LTD. LTD does not alter the date of retirement agreed upon as part of the phased retirement appointment: retirement will take place on that date.
- 2.2.6 Salary adjustments for cost of living and merit for staff on a phased retirement appointment shall be awarded on the reduced salary. However, the nominal full salary of staff members on a phased retirement appointment shall be computed annually to incorporate all normal salary adjustments for cost of living and merit for the purposes of Articles 2.2.2 and 2.2.4 above.

2.3

Retirement at Normal Retirement Date

- 2.3.1 Two years prior to the normal retirement date of an academic staff member, the Vice-Principal (Academic) shall provide written notice to the dean of the faculty in which such member is employed (or to the Director of Libraries, where applicable), advising of such member's impending normal retirement date. Copies of such notice shall also be provided to the staff member and the chair of the department (or director of the school).
- 2.3.2 The dean of the faculty in which a staff member referred to in Article 2.3.1 is employed (or the Director of Libraries, where applicable), in consultation with the chair of the department (or director of the school), shall ensure that contact is made with such staff member in order to ascertain his or her plans regarding retirement and shall inform the Vice-Principal (Academic) of same in writing within six months of receiving the notification referred to in Article 2.3.1. A copy of the information provided to the Vice-Principal (Academic) shall be provided to the staff member.

2.3.3 A staff member covered by the pension plan who has elected to retire at normal retirement date will receive pension benefits determined in accordance with the terms of the McGill Pension Plan.

2.4

Retirement after Normal Retirement Date

2.4.1 A staff member who has continued in employment past his or her normal retirement date may elect to retire with advance notice of one academic term and become eligible to receive post-retirement benefits as of such retirement date.

2.4.2 A staff member who has not yet retired at normal retirement date will retain the rights, privileges, and obligations of employment and will be subject to all University policies applicable to all full-time academic staff, subject to the provisions of Articles 2.4.3 to 2.4.5 of these regulations.

2.4.3 Long-term disability coverage ceases upon the attainment of the normal retirement date.

2.4.4 A staff member who has not yet retired at the normal retirement date shall continue to pay normal contributions to the McGill Pension Plan. The University will also continue its required contribution to the plan.

2.4.5 Notwithstanding Article 2.4.4, a staff member who continues in service beyond the normal retirement date will be required to discontinue contributions to the McGill Pension Plan and commence receiving pension payments at the earlier of (a) the date of such member's actual retirement or (b) the last day of the calendar year in which such member reaches the age of 69 years. The amount of pension benefits payable will be determined in accordance with the terms of the McGill Pension Plan and will take into account investment experience beyond the normal retirement date, actuarial adjustments resulting from the delay in commencement date, and the impact of any additional contributions made after the normal retirement date.

2.5

Retirement Allowances

2.5.1 All academic staff eligible for early retirement pursuant to Articles 2.1.2 or 2.1.3 of these regulations may also apply for a lump-sum retiring allowance. The amount of this retiring allowance will not exceed the lesser of 5 per cent salary on the effective date of retirement multiplied by the number of years of continuous service, or 75 per cent of the total amount of salary (at current salary rates) which would have been earned between the time of Early Retirement and the normal retirement date. Retiring allowances may be negotiated for amounts less than the maximum amount determined above. In exceptional circumstances, retiring allowances in excess of the maximum amount determined above may be granted. All retiring allowances must be authorized by the Vice-Principal (Academic).

2.5.2 For staff who opt for phased retirement appointments, calculation of the retiring allowance shall be based on their nominal full salary.

2.6

Post-Retirement Benefits

2.6.1 As of the date of retirement, a staff member may elect to continue coverage under the Group Life Insurance Plan, Health Insurance Plan, and Dental Insurance Plan. Coverage under the Short-Term Disability Plan will cease on the date of retirement. Coverage under the Long-Term Disability Plan will cease six months prior to the retirement date. Retired academic staff will retain access to the Tuition Assistance and Staff Mortgage Loan policies, except that no new mortgages will be granted after staff retire. Retired academic staff may also elect to continue library membership at no cost.

2.7

University Discretion

2.7.1 The granting of a phased retirement appointment or a retiring allowance shall be at the discretion of the University. Decisions relating to a retiring allowance shall not be grievable. Denial of a phased retirement appointment or disputes over the exact definition of duties under the phased retirement option shall be grievable. Such grievance shall be presumed conclusively to be an administrative grievance as defined in Section 11.11.2 of the "Regulations Relating to the Employment of Academic Staff" and Section 11.11.2 of the "Regulations Relating to the Employment of Librarian Staff".

McGill Association of University Teachers, December 1, 2002

4.3 Post-Retirement Appointments

- 3.1 At the request of the University, a staff member who has retired may be invited to accept a full-time or part-time teaching or non-teaching position. Such a position shall generally be of a temporary nature and the duration, terms, and duties of the position shall be determined by agreement between the retired staff member and the chair of the department (or the director of the school) and approved by the dean of the faculty or the Director of Libraries and the Vice-Principal (Academic).
- 3.2 Acceptance of such a post-retirement appointment shall not of itself confer any additional rights on the staff member other than those already enjoyed as a retired staff member. All pension and other benefits that the individual is entitled to as a retired staff member will continue in full force and effect on the same basis as other retired staff members.
- 3.3 Staff who have been granted a lump-sum retiring allowance under the terms of Articles 2.5.1 and 2.5.2 preceding are cautioned that acceptance of a post-retirement appointment may in certain circumstances result in significant tax liabilities in the case where such retiring allowance has been transferred to a Registered Retirement Savings Plan (RRSP).

Regulations Concerning the Retirement of Academic Staff and of Librarian Staff

Source:

Senate March 9, 1994 Minute 120
Board of Governors March 28, 1994 Minute 8114

Amendments:

Board of Governors September 26, 1994 Minute 8164

Senate March 8, 1995 Minute 86
Board of Governors March 27, 1995 Minute 8228

Senate December 6, 2000 Minute 12
Board of Governors January 29, 2001 Minute 7

Senate March 21, 2001 Minute 11
Executive Committee January 15, 2001 Minute 10

McGill Association of University Teachers, December 1, 2002

5 Regulations Concerning Complaints of Sexual Harassment

Preamble

McGill University is committed to providing an environment that is free of sexual harassment and that promotes personal dignity and fair treatment of all members of the University community. Sexual harassment is considered a serious offence that is harmful to the individual affected as well as to the University community and will not be tolerated on any University property or in any University context. The University seeks to prevent sexual harassment by providing resources and programmes for education about sexual harassment, as well as procedures, including disciplinary procedures, for the resolution of sexual harassment complaints. All members of the University community share responsibility for promoting and maintaining an environment free of sexual harassment, but a particular onus is placed upon those in positions of academic or administrative authority to be aware of what constitutes sexual harassment and of what procedures are in place to address sexual harassment complaints, and to cooperate in the promotion of education to prevent sexual harassment. These regulations are to be interpreted in a manner that is consistent with these goals as well as with the principle of academic freedom and the provisions of the Quebec Charter of Human Rights.

The following are specifically excluded from the purview of these regulations: sexual assault and consensual sexual relationships acknowledged by both parties as such.

Definition

- 1.1 Sexual harassment means
- 1) any conduct of a sexual nature directed towards another person where
 - a) sexual activity is made an explicit or implicit term or condition of an individual's employment or status in a course, program, or activity; or,
 - b) sexual activity is used as a basis for an employment or educational decision affecting an individual;
 - 2) any conduct of a sexual nature directed towards another person the effect of which is to impair that person's work or educational performance where it is known or ought to be known that the conduct is unwelcome;
 - 3) any conduct
 - a) that is discriminatory or hostile to those persons because of their sex in a manner that the person knows or ought reasonably to know creates for those persons an intimidating, hostile, or offensive working, learning, extracurricular, or, in the residences, living environment, and
 - b) that exceeds the bounds of freedom of expression or academic freedom.
- 1.2 For the purposes of Section 1.1, conduct of a sexual nature means any conduct whose intent, in whole or in part, is to seek the sexual attention or favour of the person to whom it is directed or whose intent, in whole or in part, is to treat the other person as an object of sexual desire.
- 1.3 For the purposes of Section 1.1, academic freedom is understood to be a reciprocal freedom between parties in any academic relationship, and the exercise of one person's rights may not infringe upon another's. The right of academic freedom is conferred equally upon all members of the McGill community, including faculty, students, and administrative and support staff.
- 1.4 The definition in Section 1.1 shall be interpreted in a manner that is consistent with the Quebec Charter of Human Rights.
- 1.5 For the purposes of Section 1.1(1) the fact that the individual affected by the sexual harassment appeared to comply with the behaviour complained of is not relevant to establishing that the offence of sexual harassment has been committed. Clear consent to the behaviour complained of is relevant.
- 1.6 Sexual harassment by a member or members of the University community on property occupied by the University, in a residence, or otherwise in a University context, is a University offence.
- 1.7 "A member of the University community" includes anyone holding office under the University Charter and Statutes and anyone appointed or employed by, or registered as a student at, McGill University.

- 1.8 Sexual harassment occurs "in a University context" when it affects, or may reasonably be perceived by the complainant to affect, a work or academic relationship, whether curricular or extra-curricular, whether on campus or not.

McGill Association of University Teachers, December 1, 2002

5.2 Appointment and Responsibility of Officers

- 2.1 These regulations will be administered by the Sexual Harassment Office ("the Office").
- 2.2 The Principal shall appoint a coordinator of the Sexual Harassment Office and a minimum of three sexual harassment officers. One of these shall be from the Macdonald Campus.
- 2.3
- a) The Principal shall consult with the staff and student organizations on the appointment of the officers and the coordinator before June 1st of each year in which appointments are made.
 - b) The officers and coordinator shall be employees or appointees of the University, chosen from members of the teaching, administrative, and support staff.
 - c) The names of the officers and coordinator shall be made known to the University community.
 - d) The officers and coordinator shall report directly to the Principal.
- 2.4 The terms of appointment shall normally be three years commencing September 1st. The coordinator and officers continue to serve at the discretion of the Principal.
- 2.5 The Sexual Harassment Office shall provide information to the University community and conduct education seminars and orientation sessions on matters relating to the issue of sexual harassment.
- 2.6 In any given complaint, an officer may act as either an advisor or investigator, but not both.
- a) The role of an advisor is to resolve informal complaints.
 - b) The role of an investigator is to investigate formal complaints and to submit recommendations to the Principal for their resolution.
- 2.7 The role of the coordinator, in addition to being an officer, is to coordinate all activities of the Office.
- 2.8 The officers and coordinator shall meet formally twice annually.
- 2.9 The coordinator shall report annually to the Principal on the operation of these regulations; the coordinator's report shall be forwarded to Senate and the Board of Governors.

McGill Association of University Teachers, December 1, 2002

5.3 Initiation of a Complaint and the General Duties of Officers in the Conduct of Complaint Procedures

- 3.1 Any member or members of the University community may initiate a sexual harassment complaint, orally or in writing, before any officer.
- 3.2 Sexual harassment complaints may be initiated by third parties, including officers, but will not proceed without the permission of the person alleged to have been sexually harassed. The term "complainant" in the provisions that follow, however, refers only to a person who complains that he or she has been the victim of an offence of sexual harassment.
- 3.3 Where a complaint of sexual harassment is made directly to a chair, dean, director, or to a person in authority at a residence, that person shall refer the matter to a sexual harassment officer.
- 3.4 The officers shall maintain confidentiality as appropriate and in accordance with these regulations throughout the entire complaint procedure.
- 3.5 An officer shall inform the parties to a complaint of support services in a timely and appropriate fashion, and assure that they are aware of their rights under these regulations.
- 3.6 An officer shall inform the complainant of the right to recourse under the relevant grievance procedure as well as under the Quebec Charter of Human Rights.
- 3.7 An officer shall inform all parties that they have the right to be assisted throughout the complaint procedure by a member of the University community, a family member, or a close associate. These individuals must not be paid for these services nor may they interfere with the due process of the investigation.
- 3.8 A complainant may request that his or her complaint be addressed initially through either the informal or formal complaint procedure.

McGill Association of University Teachers, December 1, 2002

5.4 Informal Complaints

- 4.1 The following rules and procedures apply to informal complaints only. In an informal complaint the officer seized of the matter acts as an advisor, in accordance with the rules and procedures that follow.
- 4.2 An advisor, on the basis of an informal complaint, may give advice or attempt an informal resolution through any means he or she deems appropriate in the particular situation, including but not limited to, conversations with relevant persons, educational seminars in the relevant unit, and conciliation and mediation between the parties, all subject to the following:
- a) the name of the complainant may not be divulged by the officer to any third party without the complainant's consent in writing;
 - b) the name of the respondent may not be divulged by the officer to any third party, unless the respondent himself or herself is previously advised of the complaint and consents in writing;
 - c) no party to an informal complaint is obliged to participate in any means of complaint resolution that he or she does not consent to;
 - d) all statements and disclosures made, information furnished, and documents and things provided or presented to the advisor, if any, are without prejudice and may not be introduced or used at any subsequent stage without the consent of the person who is its source;
 - e) in cases where the respondent is advised of the informal complaint and a resolution acceptable to both parties is achieved the matter will proceed no further, except that the advisor may assist in bringing about whatever administrative or other action identified as part of the resolution is reasonably needed to implement the resolution;
 - f) in cases where the respondent is advised of the informal complaint and a resolution acceptable to both parties cannot be achieved within 30 days, a statement that a resolution was not achieved shall be signed by the advisor and delivered to the complainant and respondent;
 - g) an advisor is not obliged to seek the resolution of a complaint that he or she determines is frivolous, vexatious, or essentially untruthful;
 - h) an advisor may consult the coordinator on cases of which he or she is seized when he or she considers it appropriate.
- 4.3 At any point during the informal procedure a complainant may request a formal investigation.

McGill Association of University Teachers, December 1, 2002

5.5 Formal Complaints

- 5.1
- a) A formal investigation shall be conducted only if an authorization to investigate a formal complaint is submitted in writing and the complainant agrees to be identified.
 - b) The formal investigation shall be conducted by an officer acting as investigator. The officer may consult the coordinator on cases of which he or she is seized when he or she considers it appropriate.
 - c) Once a formal investigation has been initiated, the advisor may continue to provide information on the process to the complainant, but may not otherwise participate in the investigation.
 - d) A separate file shall be opened by the investigator with respect to each respondent where the formal complaint is lodged against more than one member of the University community based on the same incident.
 - e) The respondent has the right to be informed of the investigation in writing.
- 5.2
- a) The investigator shall conduct the investigation fairly and in confidence.
 - b) The investigator shall not hold formal hearings.
 - c) The relevant staff or student files shall be made available to the investigator on a need-to-know basis.
- 5.3
- If the investigator perceives a threat to the physical or mental safety of the complainant and if the complainant so requests, the investigator shall, without prejudice to any parties concerned, initiate all necessary steps to alleviate the problem during the period of investigation.
- 5.4
- a) The investigator shall conclude the investigation and submit a report on the results of the investigation in writing to the Principal with a copy to the complainant and respondent, as soon as possible and no later than 30 working days after initiation of a formal complaint. This time limit may be extended by express authorization of the Principal upon written request by the investigator.
 - b) The investigator's report shall be in writing and shall contain findings of fact. It shall inform the Principal of any interim measures taken, and it shall recommend to the Principal whether disciplinary action should be taken. The report may contain any other recommendations the investigator wishes to make.

McGill Association of University Teachers, December 1, 2002

5.6 Formal Resolution

- 6.1 Within 30 working days of receipt of the investigator's recommendations, the Principal shall advise the parties in writing of his or her decision. If the Principal perceives a threat to the physical or mental safety of the complainant and if the complainant so requests, the Principal may, without prejudice to any parties concerned, initiate all necessary steps to alleviate the problem from the date of receipt of the investigator's recommendations to the final disposition of the case.
- 6.2 a) If the Principal agrees with the recommendation of the investigator that disciplinary action is justified, or if the Principal does not agree that disciplinary action is not justified, he or she shall either institute disciplinary proceedings in accordance with Section 8 of the "Regulations Relating to the Employment of Academic Staff", or Section 8 of the "Regulations Relating to the Employment of Librarian Staff", or ensure that disciplinary proceedings are instituted under Section A.II.8 of the "Code of Student Conduct and Disciplinary Procedures" or Section 2 of the "Disciplinary Measures Policy for Non-Unionized Non-Academic Staff", or relevant sections of other documents regarding disciplinary measures for unionized staff, the whole as amended or modified. The Principal is not required to hold a hearing.
- b) If the Principal does not agree with the recommendation of the investigator that disciplinary action is justified or agrees with the recommendation that disciplinary action is not justified, the Principal shall notify the investigator and the parties in writing, giving reasons. The Principal is not required to hold a hearing.
- 6.3 a) Once the recommendation of the investigator is made, the whole file shall be kept at a place designated by the Principal.
- b) Once the decision of the Principal has been made, the file documents shall be returned to the parties who submitted them, and the case shall be closed.
- c) All official reports and decisions pertaining to complaints shall be retained for a minimum of four years.
- 6.4 a) Any time period stipulated by existing regulations for the institution of disciplinary proceedings in the procedures referred to in Section 6.2 shall commence from the date of the decision of the Principal to support a disciplinary action recommendation.
- b) Any time period stipulated for the institution of any further procedures shall commence from the date of the decision of the Principal.

McGill Association of University Teachers, December 1, 2002

5.7 General Provisions

- 7.1 The officers and the coordinator shall report directly to the Principal. All information, whether in writing or any other form, obtained by them in the execution of their duties, shall be strictly confidential.
- 7.2 Disciplinary actions imposed under these regulations may include any of the disciplinary measures available against the respondent as set out in other applicable and relevant University regulations.
- 7.3 Nothing in the present regulations shall in any way preclude any party from exercising any recourse subsequent to the recourses set out herein.
- 7.4 In extraordinary cases, the Principal may initiate an investigation.
- 7.5 No complaint shall be considered with respect to an incident of sexual harassment which occurred more than one year prior to the complaint, unless the officer obtains the authorization of the Principal.
- 7.6 No action shall be taken by the University or a member of the University community against a complainant for having initiated a complaint under these regulations, regardless of the results of the investigation and the decision of the Principal, except in cases of intentionally false complaints in which disciplinary action may be taken in accordance with the applicable sections of disciplinary procedures outlined in Section 6.2
- (a). This section will not be interpreted as depriving any court of law of its jurisdiction.
- 2 a) The present regulations shall be reviewed within a period of two years from the date of their implementation.
- b) During the 60 days prior to the termination of the two-year period mentioned in Section 7.7(a), the University and the associations mentioned in Section 2.3(a) shall review the procedures and the Board of Governors shall determine whether changes, in whole or in part, shall be brought to the present regulations.

Regulations Concerning Complaints of Sexual Harassment

Source:

Board of Governors May 26, 1986 Minute 6089

Amendments:

Board of Governors February 15, 1988 Minute 6324

Senate February 28, 1990 Minute 85

Board of Governors March 19, 1990 Minute 6684

Senate September 17, 1997 Minute 9

Executive Committee November 20, 1997 Minute 4

Senate March 22, 2000 Minute 7

Board of Governors April 3, 2000 Minute 13

Senate December 6, 2000 Minute 12

Executive Committee January 29, 2001 Minute 7

Senate December 6, 2000 Minute 12

Executive Committee January 29, 2001 Minute 7

Executive Committee April 29, 2002 Minute 4
Senate May 15, 2002 Minute 15

McGill Association of University Teachers, December 1, 2002

6 Regulations on Research Policy

Preamble

Research in the University is relevant for the general benefits of society, as well as for specific intellectual purposes. It should be used to increase knowledge in ways that do not harm society. Furthermore, all teaching in the University should have a base in the creative experience of scholarly and scientific inquiry.

The University recognizes that research flourishes only in a climate of academic freedom. Since the conditions for good research in our many disciplines are quite different, individual investigators are normally expected to assume direct responsibility for the intellectual and ethical quality of the work. A serious responsibility rests on the individual members of the community who are best equipped through special knowledge to remain aware of the consequences of their research activity; the researcher must balance the possibility of harmful application against potential benefits.

The present regulations cover all research activity.

A gift is a voluntary transfer of property without valuable consideration or benefit of any kind to the donor, or to anyone designated by the donor. While a donor cannot impose obligations upon the University, the gift may be restricted as to its use. It may lead to the issuance of an official donation receipt for income tax purposes, at the request of the donor.

A research contract is an agreement between a sponsor and the University in which the University and researcher(s) agree to perform a specified research project and which generally confers upon the sponsor rights to the results of that project. Title to any intellectual property arising is negotiated. The University will normally be compensated for the assignment of licences or other options. A default on the part of the University or researcher to perform the obligations undertaken may give rise to a liability for contractual breach. A research contract is a business transaction, hence all direct and indirect costs of the University, including the salaries of researchers, may be charged to the sponsor. To the extent that the dean of the faculty considers the research activity to be beyond the scope of normal research duties, researchers may earn honoraria apart from regular salary, under the terms of the research contract. Such remuneration and research activity should conform to the University policies on consulting.

A research grant given in aid of research through the University is financial support for a researcher, conducting research in a particular subject area, without formal detailed stipulation as to the direction of such research. The research conducted forms part of the staff member's regular research duties and is not normally the object of any additional compensation to the researcher. Title to the results of the research activity, including intellectual property, licensing or other related options is not vested in the grantor. A research grant does not generate enforceable obligations except as to the management of the funds for grant purposes and where applicable, according to the grantor's guidelines or policies. A research grant has no limitations on publication and no requirements as to deliverables other than reporting and financial stipulations. A research grant usually covers direct costs, while indirect costs should be recovered whenever possible.

Regulations

1 The University does not allow its staff or students to be engaged in secret research on University premises or using University facilities.

2 Certain kinds of research data in the custody of governments and other agencies are restricted in order to protect the privacy of individuals or private corporations. If the restriction is not such as to prevent the eventual use of the research undertaken by students or staff members for theses or publications, these restrictions are permissible. Such restrictions, as they relate to the use of research undertaken by students or staff members for theses or publications, should not exceed the delays set out in Regulation 3.

3 The University shall not accept requests from outside bodies for delays in publication in excess of one year. The Vice-Principal (Research), however, shall have the right to agree to requests for delays up to two years in exceptional cases, for example, when patents are pending or intended. In the case of theses, the student shall agree in writing to such a delay before the request is considered.

4 All research contracts shall be negotiated by the University's Research Contracts Office in association with the principal investigator.

5 Neither the name of the University nor that of any member of staff shall be used for publicity in connection with a research contract without the prior written approval of the Vice-Principal (Research).

6 Title to intellectual property arising out of a contract, the obligations and abilities of different parties to seek patents, and the payment of associated royalties, shall be defined by the terms of the contract signed by the University,

following negotiation by the Office of Technology Transfer.

7 Existing University "Regulations Governing Conflicts of Interest in Proprietary Research" shall apply to research arising out of research contracts.

8 No one may use University premises, or publications under its control or jurisdiction, to recruit in any manner a member of the University community as a participant in medical testing or in clinical trials involving human subjects related to non-University research projects.

9 A research director or principal investigator shall not employ a relative, whether by blood, marriage, or union, in a position funded by his or her research grant, contract, or otherwise under his or her jurisdiction, without prior written approval of the Vice-Principal (Research) and the relevant dean.

10 Applicants for contracts or grants whose source is a government military agency shall indicate on the check list/approval form of the Office of Technology Transfer or the Research Grants Office whether this research has direct harmful consequences. Where the University so requires, the applicants shall furnish a written statement setting out the possibilities of direct harmful application and potential benefits of their research.

11 The primary responsibility for undertaking research conforming to these regulations rests upon the researcher. The Vice-Principal (Research) shall supervise the procedures to be followed by researchers in fulfilling their responsibilities under paragraph 10 respecting research contracts sponsored by government military agencies. The Vice-Principal (Research) shall report regularly on contracts whose source is a military agency to the Executive Committee of the Board of Governors. The Vice-Principal (Research) shall advise the Board of Governors on whether the proposed contract conforms to McGill's guidelines on research. The Board of Governors has final authority to approve these contracts after which Senate shall be informed.

12 The Vice-Principal (Research) shall report to Senate, two years from their date of implementation, with respect to the general workings of the procedures and provide a summary of the decisions made.

Regulations on Research Policy

Source:

Senate February 26, 1986 Minute 59

Board of Governors March 17, 1986 Minute 6053

Amendments:

Board of Governors September 15, 1986 Minute 6108

October 20, 1986 Minute 6128

Senate February 10, 1988 Minute 84

Board of Governors February 15, 1988 Minute 6323

Senate November 21, 1990 Minute 43

Board of Governors January 21, 1991 Minute 7781

Senate March 23, 1994 Minute 126

Board of Governors April 25, 1994 Minute 8135

Senate January 30, 2002 Minute 6

Board of Governors April 15, 2002 Minute 9

McGill Association of University Teachers, December 1, 2002

7 Regulations on Consulting and Similar Activities by Academic and Librarian Staff

Preamble

In addition to the performance of normal academic duties, a member of the academic staff may respond to the needs of society outside the University. This latter service, which may or may not involve financial remuneration, is hereinafter called consulting, and may include (a) the giving of professional advice in areas of the staff member's expertise to clients whether in personal matters, industry, government or other fields; (b) lecturing to public or private groups; or (c) services related to publishing, journalism, broadcasting, artistic performances, and other similar creative activities.

The present "Regulations on Consulting" are concerned with establishing the appropriate level of outside service, so that a staff member's direct service to the University through teaching, research, and administration is assured, while the contributions made through consulting are adequately recognized.

Regulations

1 For the purposes of these regulations consulting by a staff member shall include all activities that are conducted on behalf of persons or bodies outside the University that fall into the area of competence related to the staff member's University appointment, that are not part of the staff member's regular academic duties in the University, and that are not part of grants or agreements between the University and outside persons or bodies.

2 For the purposes of these regulations the term substantial consulting refers to consulting that is so extensive as to suggest the possibility of interference with the performance of the staff member's normal academic duties. Without limiting the above, consulting activities in excess of four working days per month shall normally be considered as substantial.

3 It is the responsibility of staff members to initiate discussions with their chairs and deans as to whether their consulting activities are substantial.

4 Staff members shall not undertake substantial consulting without the written approval of their chairs and deans. The relationship of the work proposed to the staff member's area of specialization, and to their academic duties, shall be important considerations in the approval process.

5 If consulting involves repeated absences from the University for sustained periods of time so as to interfere with the performance of the staff member's academic duties, the staff member shall be expected to apply for a leave of absence, a reduced load, or part-time appointment.

6 Staff members shall obtain prior approval of any consulting commitment that will involve more than inconsequential use of University facilities, supplies, or support staff. If such approval is granted, staff members shall not use University facilities, equipment, supplies, and other services, including those rendered by the support staff, without making appropriate financial arrangements in advance.

7 Staff members shall report annually on their consulting activities. Such reports shall set forth the time spent, the distribution of the consulting activities through the year, the nature of the work, the allocation of time between the public and private sectors, and the identity of the clients. However, the names of clients or sponsors in situations where established professional secrecy or discretion normally prevails, will not be reported. The reports shall also include other information such as details on frequent travel, ethical issues, and periods of intense activity which may have affected the staff member's academic duties, which may be relevant to an evaluation as to whether the consulting has been of over-all benefit to the University. In addition, the individual faculties may by resolution of Faculty Council require additional information.

8 The reports shall be made to the chairs of the departments, who will forward this information to the deans of the faculties and to the Vice-Principals (Academic) and (Research).

9 The reports submitted by the staff members shall be summarized in suitable form in the annual reports of departments or faculties.

10 If staff members wish to include information on their consulting activities in their dossiers for the consideration of tenure, promotion or statutory selection committees, the full reports submitted to the chairs shall be made available.

11 When consulting, staff members shall not purport to represent the University unless expressly authorized to do so by their chairs and deans.

12 Staff members shall not use University stationery for consulting purposes without the written approval of their chairs or deans.

13 Except for occasional lectures, seminars, or scholarly presentations, staff members shall not teach at other institutions without the prior written approval of their chairs and deans.

14 Notwithstanding the definition of consulting in Section 1, the present regulations shall be applicable in matters of copyright. Where members of the academic staff spend a substantial amount of time on activities related to the preparation of copyright items, such as books, records, films, or software items, not directly related to the performance of their academic duties, they are expected to make full disclosure of those activities to their chairs or deans. A "substantial amount of time" shall be determined by the definition of substantial consulting.

15 Consulting and other clinical activities undertaken by geographic full-time staff members of the Faculty of Medicine shall be governed by the regulations and procedures of the Faculty of Medicine and its teaching hospitals.

16 Existing University "Regulations Governing Conflicts of Interest in Proprietary Research" shall apply to consulting.

Regulations on Consulting and Similar Activities by Academic and Librarian Staff

Source:

Senate February 26, 1986 Minute 59

Board of Governors March 17, 1986 Minute 6053

Amendments:

Senate April 4, 2001 Minute 2

Board of Governors April 17, 2001 Minute 12

McGill Association of University Teachers, December 1, 2002

8 Policy on Intellectual Property

Principles and Objectives

This policy sets forth the rules applying to ownership, distribution, and commercial rights to intellectual property developed by McGill University academic staff, administrative and support staff, and students, as well as procedures that govern the use and distribution of intellectual property.

The primary functions of the University are education, research, and dissemination and creation of knowledge. The University's mission statement calls for "providing service to society in those ways for which we are well suited by virtue of our academic strengths". The University affirms the principles of wide freedom of research and of free publication of the information generated. To carry on research solely or even primarily in anticipation of profits would be incompatible with the University's objectives and primary functions. However, it must be recognized that software or inventions resulting from research often serve the public interest best when they reach the private sector under appropriate agreements and are protected by patents, if applicable. Even though some inventions and software may not be proper matter for intellectual property protection and are better disseminated through publication in learned journals, the University and the inventor, in some cases, wish to promote their commercial development. The University and the inventor should be allowed to benefit financially from transactions resulting from commercial development.

Intellectual property is the product of a cooperative relationship among academic staff, administrative and support staff, students, and the University and derives from the creative energies of the individual fostered by the academic community and the environment, including infrastructure provided by the University. The inventor and the University (and affiliated institutions) have a shared interest in the intellectual property. As hospitals and research institutes affiliated with the University may have contributed to the resources and the environment that led to inventions or software, agreements between the University and its affiliated institutions will provide for proper recognition of the financial and other interests of all parties.

Since the University draws its operating and research funds in large measure from the governments of Quebec and of Canada, the commercial development of its intellectual property must, to the extent possible, result in benefits to Quebec and Canada. The University further recognizes that the presence of a vibrant, local, knowledge-based economy is beneficial to its members and wishes to contribute to its development.

The objectives of this policy are:

- to serve the public interest by contributing to the development of useful and morally acceptable products, services, and processes;
- to contribute, to the extent possible, to the socio-economic well-being of Quebec and Canada;
- to ensure equitable returns to the University in support of its academic mission, to affiliated institutions, and to the inventors.

McGill Association of University Teachers, December 1, 2002

8.2 Definitions

For the purpose of this policy, the following definitions apply.

“Author” means an employee of the University, whether academic or administrative and support staff, or another physical person associated with the University, who has written or created a work.

“Contract of employment” means a contract by which a person undertakes to do work for remuneration, according to the instructions and under the direction or control of the University.

“Days” means calendar days, unless used in conjunction with a qualifying word indicating a different meaning.

“Electronic research material” or “ERM” means the electronic representation, in whole or in part, of an invention or software, and includes but is not limited to, digitized blueprints, programming source codes, and executable programs.

“Field of academic research” means the particular areas of research in relation to which an inventor has published works, or has received funding, or has made inventions or has developed software, in the course of his or her academic duties at any time during the six years preceding the date of disclosure of an invention or software.

“Field of academic research and teaching” means the fields in relation to which an inventor has been teaching, and the particular areas of research in relation to which he or she has published works, or has received funding or has made inventions, or has developed software or learnware, in the course of his or her academic duties at any time during the six years preceding the date of creation of learnware.

“Founder” means an inventor who accepts a significant role in the initial development phase of a spin-off company based wholly or in part on his or her invention or software.

“Incidental use” means a use that plays a minor role in, and is not essential to, the development of an invention or software.

“Invention” means any new and useful process, formula, machine, manufacture or composition of matter, within the purview of the Patent Act.

“Inventor” means any employee of the University, whether academic or administrative and support staff, who is defined as such under patent legislation. In this policy, the term “inventor” shall also be used in reference to development of software. The word “inventor” shall also mean a physical person, such as a visiting professor or a post-doc, temporarily working or doing research at the University.

“Know-how” means a skill or ingenuity that is available or known only to a limited number of persons, that is related to a licensed invention or software, and that is made known or available under license to the licensee of that invention or software.

“Lead inventor” means that member of a group of co-inventors designated by the group to act as its contact person with the University.

“Learnware” means software designed for teaching purposes that provides for interaction with the user, or makes use of a multimedia product, or both. It includes technology-enabled learning products in electronic format.

“Moral rights” means non-commercial rights related to the right of an inventor to claim authorship and to protect the integrity of his or her work.

“Multimedia product” means a product where software allows for interaction between the user and various media technologies such as the reproduction of sound and image.

“Net income” means all consideration, including, without limiting the generality of the foregoing, royalties, cash, equity, and options, but excluding any and all consideration granted to a founder in accordance with section 9.4, received by the inventor(s) and the University from the sale, licensing, or other disposition of an invention or software, less the costs specifically related to the protection, licensing, distribution, or commercial development of the invention or software. Considerations include equity and options taken in lieu of royalties.

“Net total income” means the sum of net income and of any and all consideration granted to founder in accordance with section 9.4.

“Net royalties” means all royalties, including, without limiting the generality of the foregoing, any one-time payment, milestone payment, or pass-through royalty, received by the inventor(s) and the University from the sale, licensing, or other disposition of an invention or software, less the costs specifically related to the protection, licensing, distribution, or commercial development of the invention or software.

“OTT” means the Office of Technology Transfer of McGill University.

“Software” means any set of instructions that is expressed, fixed, embodied, or stored in any manner and that can be used directly or indirectly in a computer in order to bring about a specific result.

“Tangible research material” or “TRM” means the tangible embodiment of an invention or software, and includes but is not limited to biological materials or physical devices.

“Work(s)” means literary, scientific, technical, dramatic, musical, artistic, architectural work material, and any original production within the purview of the Copyright Act, with the exception of software.

	Central Administration	Faculty(ies)	Research and OTT Fellowships
\$1 to \$1M	33 1/3%	33 1/3 %	16% 171/3%
\$1M to \$3M	47%	20%	14% 19%
over \$3M	65%	10%	0% 25%

McGill Association of University Teachers, December 1, 2002

8.3 Application of the Policy

This policy does not apply to students of the University except where:

- a) they have contributed to a work with one or more authors;
- b) they have contributed to an invention with one or more inventors, or they have created an invention that they wish to develop with the help of the University. Students who qualify under the above exceptions shall be treated as authors or inventors, as the case may be.

McGill Association of University Teachers, December 1, 2002

8.4 Policy on Copyright

- 4.1 *Copyright:* In relation to any work, the author owns copyright. The author is entitled both to determine how the work is to be disseminated and to keep any income derived from the work.
- 4.2 *Exceptions:* Notwithstanding section 4.1, copyright in a work might not belong to the author if:
- a) the work was created as a result of research sponsored by a third party pursuant to a written agreement with the University, wherein copyright is determined by specific terms of the agreement. Unless the terms of the agreement give ownership of copyright to the third party, copyright is owned by the University until all rights, such as a license or an option, granted to the third party under the agreement have been exercised or have become extinguished, at which point, the author becomes the sole owner of copyright;
 - b) the work was created pursuant to a formal agreement with the University, wherein copyright is determined by specific terms of the agreement;
 - c) the work contains software as the primary constituent.
- 4.3 *License to University:* The University is automatically granted a non-exclusive, royalty-free, irrevocable, indivisible, and non-transferable license to use, for its own academic purposes, all works created by an author:
- a) with University assistance; or
 - b) with the use of University equipment, facilities, or resources; or
 - c) in the course of academic duties or work in the course of study, research, or teaching.

This license shall confer to the University neither commercial rights, nor the right to reproduce published works. The University shall not disseminate works in a way that would allow persons who are not members of the University community to have electronic access to them. For the purpose of this section, the University's "own academic purposes" refers to research carried on at the University, by professors, students, and staff of the University, and teaching by professors of the University to students registered at the University.

McGill Association of University Teachers, December 1, 2002

8.5 Policy on Software and Inventions

- 5.1 *Ownership of Rights to Inventions:* Subject to sections 5.3 and 5.4, the inventor and the University jointly own the rights to inventions created by an inventor
- with University assistance; or
 - with the use of University equipment, facilities, or resources; or
 - in the course of academic duties or work in the course of study, research, or teaching.
- 5.2 *Ownership of Rights to Software:* Subject to sections 5.3 and 5.5, the inventor and the University jointly own the rights to software created by an inventor
- with University assistance; or
 - with the use of University equipment, facilities, or resources; or
 - in the course of academic duties or work in the course of study, research, or teaching; and in the case of learnware, in the fields in which the inventor has been teaching and doing research at any time during the six years preceding the date of creation of such learnware.
- 5.3 *Exception to Joint Ownership – Administrative and Support Staff:* Notwithstanding sections 5.1 and 5.2, where the invention or software was created by an inventor who is a member of the administrative and support staff of the University, as a result of activities covered by his or her contract of employment, the rights to such invention or software are owned by the University.
- 5.4 *Specific Exceptions Applicable to Inventions:* Notwithstanding section 5.1 and subject to section 5.3, the following categories of inventions are not jointly owned by the University and the inventor, and may be owned by the inventor, the University, a third party, or jointly by two or more parties, as the case may be:
- where developed in the course of research sponsored by a third party pursuant to a written agreement with the University, wherein ownership rights are determined by specific terms of the agreement. Unless the terms of the agreement give ownership of the invention to the third party, such invention is owned by the University until all rights, such as a license or an option, granted to the third party under the agreement have been exercised or have become extinguished, at which point the invention becomes jointly owned by the University and the inventor;
 - where developed in the course of a consulting agreement between the inventor and a third party;
 - where made by an inventor in a domain outside his or her field of academic research, and where only incidental use has been made of University facilities and resources. The rights are then owned by the inventor;
 - where made by an inventor who is a member of administrative and support staff of the University, as a result of activities not covered by his or her contract of employment, and where only incidental use has been made of University facilities and resources. The rights are then owned by the inventor;
 - where the University assigned its rights to the inventor in accordance with section 8.4 of this policy. The rights are then owned by the inventor;
 - where the inventor assigned his or her rights to the University in accordance with section 7 of this policy. The rights are then owned by the University.
- 5.5 *Specific Exceptions Applicable to Software:* Notwithstanding section 5.2 and subject to section 5.3, the following categories of software are not jointly owned by the University and the inventor, and may be owned by the inventor, the University, a third party, or jointly by two or more parties, as the case may be:
- where developed in the course of research sponsored by a third party pursuant to a written agreement with the University, wherein ownership rights are determined by specific terms of the agreement. Unless the terms of the agreement give ownership of the software to the third party, such software is owned by the University until all rights, such as a license or an option, granted to the third party under the agreement have been exercised or have become extinguished, at which point the software becomes jointly owned by the University and the inventor;

- b) where developed in the course of a consulting agreement between the inventor and a third party;
- c) where limited to the electronic form of a work, or where it is ancillary to a work. The rights are then owned by the inventor;
- d) works of art, including works of art expressed in multimedia format. The rights are then owned by the inventor;
- e) in the case of software which does not constitute learnware, where developed by an inventor in a domain outside his or her field of academic research, and where only incidental use has been made of University facilities and resources. The rights are then owned by the inventor;
- f) where constituting learnware developed by an inventor in a domain outside his or her field of academic research and teaching, where only incidental use has been made of University facilities and resources. The rights are then owned by the inventor;
- g) where developed by an inventor who is a member of administrative and support staff of the University, as a result of activities not covered by his or her contract of employment, and where only incidental use has been made of University facilities and resources. The rights are then owned by the inventor;
- h) where the University has assigned its rights to the inventor in accordance with section 8.4 of this policy. The rights are then owned by the inventor;
- i) where the inventor assigned his or her rights to the University in accordance with section 7 of this policy. The rights are then owned by the University;
- j) where constituting learnware developed as part of a web-based course specifically funded by the University, the rights are then owned or apportioned in accordance with a written agreement between the University and the inventor.

- 5.6 *Disclosure:* Inventors are required to disclose to OTT those inventions and software described in sections 5.1, 5.2, 5.3, 5.4.a, and 5.5.a that they wish to develop for commercial purposes before they are publicly disclosed. This disclosure is to be made to OTT, acting as the delegate of the Vice-Principal (Research), through a "Report of Invention" (ROI).
- 5.7 *Moral Rights:* Inventors of software may wish to defend their moral rights to their work. The University shall then provide appropriate advice and guidance to these inventors.

McGill Association of University Teachers, December 1, 2002

8.6 Commercialization

- 6.1 *Use of the Word Inventor:* For the purpose of this section, except where otherwise specified in the text, the word inventor shall, in cases where there is more than one inventor, mean the lead inventor, or the founder.
- 6.2 *Decision of Inventors:* Inventors are not obliged to seek commercial development of their work, and the University will respect the decision of the inventor not to commercialize his or her invention or software. Unless the software is owned by a third party pursuant to section 5.5a or 5.5b, or by the University pursuant to section 5.5j, inventors of software are free to license or distribute it without profit, or to put it in the public domain so that it is easily accessible, as long as their plan to disseminate such software is in accordance with guidelines developed and from time to time updated by the Senate Committee on Technology Transfer for that purpose.
- 6.3 *Preliminary Review:* OTT shall acknowledge receipt of the ROI. Within 30 days of receipt of the ROI, OTT shall meet with the inventor to discuss the various options open to him or her regarding commercialization of the invention or software, and sources of information about those options. At the inventor's request, meetings with experienced University inventors may also be arranged.
- 6.4 *Cooperation between the Inventor and OTT:* Participation of both the inventor and OTT in the decisions regarding the commercialization of an invention or software is essential to the development and implementation of a successful commercialization plan. The inventor and OTT shall cooperate in the development of a commercialization plan which will serve the interests of both the University and the inventor. Inventors shall not protect or commercialize invention or software independently of the University.
- 6.5 *Commercialization Plan:* Within 90 days of receipt of the ROI, or a longer delay if accepted by all parties, OTT and the inventor will prepare a mutually acceptable commercialization plan outlining the options to be considered for the development of the invention or the software. The plan will be prepared in the spirit of this policy and will address matters such as the need for further evaluation, additional research, intellectual property protection, seed funding, potential sources of financing, as well as delays. The plan shall outline the responsibilities of OTT and the inventor in the commercialization process. The commercialization plan may result in the assignment to the inventor of the rights of the University in the invention or software, under section 8.4. Should OTT and the inventor fail to agree on a mutually acceptable commercialization plan, the matter shall, at the inventor's choice, be resolved through the dispute resolution and appeals processes, pursuant to sections 10 and 11, or be resolved through the assignment of the invention or software to the inventor pursuant to section 8.4e.
- 6.6 *Use of Invention or Software:* In cases where the University and the inventor have divergent ethical concerns in relation to the use of the invention or software by third parties, the matter will be resolved in accordance with the mechanisms and procedures outlined in sections 10 and 11 of this policy.
- 6.7 *Negotiation of Transaction:* Except for cases where the rights have been assigned to the inventor under section 8 of this policy, and except in respect of a founder, OTT shall be responsible for the implementation of the commercialization plan, including, without limiting the generality of the foregoing, the negotiation of any and all agreements with third parties.
- 6.8 *Documentation:* The inventor shall execute any document reasonably required for the purpose of protecting the invention or software and furthering its commercial development.
- 6.9 *Protection of Intellectual Property:* The University may seek patent protection or copyright registration of the intellectual property underlying the invention or software as appropriate. It does not seek protection for inventions or software that, in its judgment, do not have significant commercial potential. The University ceases to pursue protection of intellectual property where successful commercial development seems unlikely. Except as otherwise provided in this policy, the cost incurred in the protection of intellectual property is borne by the University.
- 6.10 *Alternate Arrangements:* Whenever appropriate, and provided they do not represent undue risk or generate unreasonable expenses for the University, OTT will consider proposals from the inventor(s) aimed at lawfully minimizing the impact of income tax legislation for the inventor(s).
- 6.11 *Expenses:* In circumstances where the rights to the invention or software are assigned to an inventor under section 8.4c or 8.4e, all costs incurred by OTT in the protection of the intellectual property shall be borne by such inventor, and reimbursed to OTT within a reasonable period of time.

- 6.12 *Learnware*: OTT shall consult the Vice-Principal (Information Systems and Technology) in cases involving learnware.
- 6.13 *Tangible Research Material*: Tangible research material (TRM) may be distributed for academic purposes under agreements forbidding transfer to third parties. Where TRM is distributed for academic purposes, OTT charges recipients only costs related to reproduction, shipping, and handling. Where commercial development is envisaged, or where TRM is received from, or transferred to, a commercial entity, contracts concerning distribution or receipt of TRM are made through OTT.
- 6.14 *Electronic Research Material*: Electronic research material (ERM) may be distributed for academic purposes under agreements forbidding transfer to third parties. Where ERM is distributed for academic purposes, OTT charges recipients only costs related to the reproduction, shipping, and handling. Where commercial development is envisaged, or where ERM is received from, or transferred to, a commercial entity, contracts concerning distribution or receipt of ERM, including but not limited to physical transfer on a storage medium, and electronic transfer via fax, telephone, or internet, is made through OTT.

McGill Association of University Teachers, December 1, 2002

8.7 Assignment of Rights

- 7.1 *Assignment:* Except in cases where the rights of the University are assigned to the inventor(s) under section 8.4, all rights to inventions or software that an inventor wishes to develop for commercial purposes shall be assigned by the inventor(s) to the University within 30 days of completion of the commercialization plan, at the latest. Except for moral rights where they exist, which shall remain with the inventor, the University shall then become the sole owner of all rights to the invention or software.

McGill Association of University Teachers, December 1, 2002

8.8 Decision Not to Commercialize and Transfer of Rights to Inventor

- 8.1 *Decision Not to Initiate Commercial Development:* After an invention or software is disclosed to the University, OTT shall decide whether it will pursue commercialization of such and shall inform the inventor of its decision within 90 days of receipt of the report of invention. Should the inventor disagree with that decision, he or she may, in writing, refer the matter to the Vice-Principal (Research), who will accept or reject the OTT recommendation and promptly communicate his or her decision to the inventor(s).
- 8.2 *Decision to Stop Commercial Development:* Once commercial development of an invention or software has been initiated, OTT may at some point in time decide to cease efforts toward commercial development. Should the inventor disagree with that decision, he or she may, in writing, refer the matter to the Vice-Principal (Research), who will accept or reject the OTT recommendation and promptly communicate his or her decision to the inventor(s).
- 8.3 *No Appeal:* Notwithstanding section 6.5, a decision made by the Vice-Principal (Research) not to initiate commercial development under section 8.1, or to stop on-going commercial development under section 8.2, shall be final and shall not be subject to appeal under section 10 of this policy.
- 8.4 *Transfer of Rights:* The University shall assign its share of the rights to inventions or software to the inventor(s) in the following cases. In such cases the inventor(s) shall then become the sole owner of the rights to the invention or the software.
- a) The University declines to pursue commercialization, or decides to cease its efforts to commercialize the invention or software, under sections 8.1 or 8.2 of this policy;
 - b) The University has been unsuccessful in commercializing the invention or software within a reasonable period of time;
 - c) The University and the inventor(s) agree that the inventor(s) can successfully commercialize the invention or software independently of the University. In such a case, the inventor(s) shall use best efforts to ensure benefits to Quebec and to Canada. Written approval of the Vice-Principal (Research) shall be obtained by the inventor(s) before he or she enters into any commercialization agreement, including, without being limited to, a license agreement, a shareholders' agreement, and an option agreement, that place the inventor(s) in a situation of potential conflict of interest, in particular in the case of an agreement with an enterprise in which the inventor has a substantial interest;
 - d) The inventor(s) wish to develop software for the purpose of licensing or distributing it without profit, or for the purpose of putting it in the public domain so that it is easily accessible, and his or her plan to develop such software is in accordance with guidelines developed and from time to time updated by the Senate Committee on Technology Transfer for that purpose;
 - e) OTT and the inventor(s) have failed to agree on a mutually acceptable commercialization plan, and the inventor(s) has chosen not to take advantage of the dispute resolution mechanisms contained at sections 10 and 11. In such a case, the inventor shall use best efforts to ensure benefits to Quebec and to Canada. Written approval of the Vice-Principal (Research) shall be obtained by the inventor(s) before he or she enters into any commercialization agreement, including, without being limited to, a license agreement, a shareholders' agreement, and an option agreement, that places him or her in a situation of potential conflict of interest, in particular in the case of an agreement with an enterprise in which the inventor has a substantial interest.
- 8.5 *Documentation:* Whenever rights are assigned to the inventor under section 8.4, the University shall execute any document reasonably required for the purpose of protecting the invention or software and furthering its commercial development.
- 8.6 *Inventor with a Private-Sector Affiliation:* Where an invention or software is developed by an inventor who is receiving a salary from a private-sector enterprise for the purpose of working at the University, the University will consider licensing the private-sector enterprise to use such invention or software on terms that will take into account the University's relative contribution.

McGill Association of University Teachers, December 1, 2002

8.9 Revenues

- 9.1 *Sharing of Income:* Net income derived from the commercialization of inventions or software shall be shared between the inventor(s) and the University on the following basis:
- 9.1.1 *Commercialization by the University:* In the case where the University is responsible for the commercial development of the invention or software, the first \$10,000 of net royalties shall accrue to the inventor. Of the balance of net income, 60 per cent shall go to the inventor(s) and 40 per cent shall go to the University.
- 9.1.2 *Commercialization by the Inventor(s):* In the case where the University assigns the rights to the inventor(s) under section 8.4, and the inventor(s) is responsible for the commercial development of the invention or software, net total income shall be apportioned as described below:
- a) *Royalties:* Of the first \$100,000 of net royalties, 80 per cent shall go to the inventor(s) and 20 per cent shall go to the University. Of any net royalties above \$100,000, 70 per cent shall go to the inventor(s) and 30 per cent shall go to the University.
- b) *Equity, Options, and Other Consideration:* Of the balance of net total income, 70 per cent shall go to the inventor(s) and 30 per cent shall go to the University.
- 9.1.3 *Alternative Arrangements:* In cases covered by section 9.1.2, and where it is required by the conditions of the market specific to the transaction being contemplated, the University will consider reasonable proposals aimed at agreeing on an equitable sharing of net total income different from that provided in said section.
- 9.2 *Allocation of University's Share of Income:* In respect of royalties, the University's share of income shall be apportioned as follows: 25 per cent to central administration, 25 per cent to the faculties of the inventors, 25 per cent to OTT, and 25 per cent to graduate fellowships. In respect of equity in the share capital of a company, the University's share of income shall be divided among central administration, the faculty(ies) of the inventor(s), OTT, and research and fellowships on the basis of the following formula. In respect of equity, the share of central administration shall be earmarked for special projects that are not covered by the general budget of the University.
- 9.3 *Multiple Inventors:* In cases where there is more than one inventor, the lead inventor shall provide OTT with an agreement, signed by all inventors, covering the distribution of each inventor's share of the net income. The lead inventor is responsible for the identification of all inventors, including students.
- 9.4 *Founders:* A founder of a spin-off company may receive equity (shares or options) over and above his or her share of net revenues as an inventor under this policy.
- 9.5 *Sharing with Other Academic Institutions:* Where an invention or software is developed wholly or in part by an inventor during a temporary stay at another academic institution, or by an individual from another academic institution on a temporary stay at the University, or jointly by an inventor working at the University and a member of another academic institution working at the other institution, rights to such invention or software and net income shall be shared between the University and the other academic institution, taking into account the policies of both institutions. The sharing of net income will normally take into account the relative contributions of the individuals and their institutions. If the other academic institution is a research institute affiliated with a McGill teaching hospital, the sharing of ownership and net income shall be governed by agreements in place between the University and its teaching hospitals.
- 9.6 *Exception:* Inventions or software resulting from activities carried out by an inventor who is a member of administrative and support staff under a contract of employment are excluded from this section, unless there is a written agreement to the contrary between such inventor and the University.

McGill Association of University Teachers, December 1, 2002

8.10 Dispute Resolution

Any dispute with respect to the application of this policy shall be referred to the Vice-Principal (Research) under this section. All material relevant to the dispute shall be provided to the vice-principal by all parties to the dispute, within 10 working days of the day on which the matter is referred to him or her. The vice-principal shall invite comments by interested parties and shall be free to consult with experts, if required. All information provided to experts by the vice-principal shall be treated as confidential by such experts. The vice-principal shall share the opinion of the expert with all interested parties and shall invite them to comment within a fixed delay. The vice-principal shall promptly advise the parties in writing of his or her decision in the matter.

McGill Association of University Teachers, December 1, 2002

8.11 Appeals

- 11.1 *Intellectual Property Appeals Committee:* There shall be an Intellectual Property Appeals Committee that shall hear appeals from decisions of the Vice-Principal (Research) or his or her delegate. The Intellectual Property Appeals Committee shall consist of six members appointed for three-year terms commencing September 1st, staggered, and one student member, appointed for a term of one year.
- 11.2**
Appointment of Committee
- 11.2.1 Prior to the 1st day of April each year, the President of the McGill Association of University Teachers or the President's designate and the Principal or the Principal's designate shall submit to the Senate Nominating Committee a jointly approved slate of names of academics and members of administrative and support staff of the University and/or Board members. This slate shall include at least one and a half times as many names as there are vacancies on the Intellectual Property Appeals Committee to be filled that year.
- 11.2.2 Prior to the 1st day of April of each year, the Executive Chairperson of the Post-Graduate Students' Society of McGill University, and the Principal or the Principal's designate, shall submit to the Senate Nominating Committee a jointly approved list of two names of graduate students, and the name of one undergraduate student.
- 11.2.3 From the slate proposed under section 11.2.1, and except in respect of the vacancy created by the end of the term of the student member, the Senate Nominating Committee shall strike a panel of nominees equal to the number of vacancies to be filled and shall also designate the chair and vice-chair of the Intellectual Property Appeals Committee. The Intellectual Property Appeals Committee shall include academics involved in teaching or research in a suitably broad range of those disciplines generally generating commercialization projects. The Senate Nominating Committee shall also recommend the appointment of one student member from the slate proposed under section 11.2.2.
- 11.2.4 The chair and vice-chair shall be persons qualified by education and experience to make decisions on matters that may be submitted to the Intellectual Property Appeals Committee.
- 11.2.5 The panel thus struck shall be submitted to Senate and to the Board of Governors for approval.
- 11.2.6 In the event of rejection of the panel in whole or in part by Senate or the Board of Governors, the procedure set out in sections 11.2.1 and 11.2.2 shall recommence.
- 11.3**
Hearing Subcommittee
- 11.3.1 The Hearing Subcommittee shall be composed entirely of members of the Intellectual Property Appeals Committee and shall include:
- i) the chair or vice-chair;
 - ii) one member selected by the Vice-Principal (Research); and
 - iii) one member selected by the party who has brought an appeal before the Intellectual Property Appeals Committee.
- 11.3.2 If the Vice-Principal (Research) and the party who brought the appeal submit the same name, the chair shall choose that person and one other member of the Intellectual Property Appeals Committee to form the Hearing Subcommittee.
- 11.3.3 In the event that a vacancy occurs in the Hearing Subcommittee, the party who nominated the member in respect of whom such vacancy occurred shall forthwith nominate a replacement. In the event that the vacancy occurs in respect of the chair or vice-chair, the one shall replace the other, if available; if not available, the replacement shall be chosen by lot from the remaining members of the Intellectual Property Appeals Committee.
- 11.3.4 The members of the Hearing Subcommittee shall not be informed of the identity of the party who nominated them.
- 11.4 *Conflict of Interest:* No member of the subcommittee shall sit in a particular instance if that person:
- a) is a member of the same department (or, in a faculty without departments, of the same faculty) as the party who is bringing an appeal; or

b) is in a position of conflict of interest.

- 11.5 *Notice of Appeal:* Subject to section 8.3, a party to a dispute may appeal the decision of the Vice-Principal (Research) or his or her delegate within five working days of receipt of such a decision, by filing a written notice of appeal with the Office of the Secretary-General. Within 10 working days of filing of the notice to appeal, the appellant shall file all relevant documentation and representations with the Office of the Secretary-General. The appellant shall notify the Vice-Principal (Research) and all other parties having an interest in the outcome of the dispute of his or her request to appoint a Hearing Subcommittee, and shall promptly provide them with a copy of the notice to appeal and all documentation and representations filed with the Office of the Secretary-General.
- 11.6 *Dispute on Commercialization Plan:* Where the dispute submitted to the Hearing Subcommittee concerns the commercialization plan, the parties shall file with the Hearing Subcommittee the plans they are proposing. The Hearing Subcommittee shall have jurisdiction to decide which of the commercialization plans should be implemented. The Hearing Subcommittee shall also have the power to propose an alternative commercialization plan, in which case it shall indicate which of the parties shall be responsible for its implementation.
- 11.7 *Secretary:* The Office of the Secretary-General shall provide a secretary for the Intellectual Property Appeals Committee.
- 11.8 *Hearing and Decision:* The Hearing Subcommittee shall conduct the appeal in a manner consistent with principles of natural justice and shall ensure that all parties having an interest in the outcome of the decision have an opportunity to make representations and shall render a decision within 15 working days of its constitution, unless the parties consent in writing to a longer delay.
- 11.9 *Advisors:* A party to the appeal has the right to be assisted by a member of the University community who has agreed to act in an advisory capacity to that party. The advisor shall receive no remuneration for acting as an advisor.
- 11.10 *No Further Appeal:* The decision of the subcommittee shall be final and binding upon all parties.
- 11.11 *Reports:* The Intellectual Property Appeals Committee shall report annually to Senate on the administration of the procedures described here.

McGill Association of University Teachers, December 1, 2002

8.12 Enforcement

Acceptance of this policy is a condition of employment by the University, or engagement as a visitor in any University program. Students registered at McGill are also bound by this policy. This policy also applies to academic staff or administrative and support staff on sabbatical leave or leave of absence unless the host institution or company has rules which preclude the application of this policy and the University agrees in writing to other arrangements.

The University, inventors, and authors shall execute all documents, forms, and agreements reasonably required to give full effect to this policy.

The policy shall apply to any and all work, invention, and software disclosed after the date fixed for implementation of this policy.

McGill Association of University Teachers, December 1, 2002

8.13 Review

Every year, OTT shall report to the Senate Committee on Technology Transfer on the application of this policy. The Senate Committee on Technology Transfer shall review the report presented by OTT and make any recommendation it deems appropriate to Senate for possible forwarding to the Board of Governors.

The Senate Committee on Technology Transfer shall also review this policy at intervals of no more than two years commencing from the date of its implementation and report to Senate on the results of its review.

Policy on Intellectual Property

Source:

Senate Board of Governors April 18, 2001 May 30, 2001 Minute 11 Minute 11

Amendments: Executive Committee June 26, 2001 Minute 8

McGill Association of University Teachers, December 1, 2002

9 Policy on Conflict of Interest and Duty of Loyalty

1 Application

This policy applies to all members of the University community, including members of the Board of Governors, academic, administrative and support staff, and, where appropriate, students who are also employed by the University (hereinafter collectively referred to as "members"), and constitutes part of the formal relationship between the member and the University.

Members of the University community may become involved in situations where their loyalties are divided or where their personal interest may conflict with their duty to the University. Situations can also arise in which members may be tempted to act in violation of their duty of loyalty to the University. This policy sets standards to govern conduct in such situations.

This policy is in addition to other University regulations, policies, and guidelines relating directly or indirectly to conflicts of interest and the duty of loyalty owed by members to the University.

McGill Association of University Teachers, December 1, 2002

9.2 Essential Concepts

The concept of “conflict of interest” covers a wide range of situations where what is at stake for individuals conflicts with their official responsibilities and the confidence vested in them. This type of “interest” may, for instance, be related to financial gain, professional advancement or academic promotion, commitments to third parties, allegiance to institutions, and roles or responsibilities of a professional, administrative, or academic nature.

2.1 For the purposes of this policy, a conflict of interest is defined as follows:

A member is involved in a conflict of interest when:

the member owes a duty of loyalty in some matter to act in the interests of a person, group of persons, or institution;
and

at the same time, the member has a personal interest in the matter or owes a duty of loyalty to act in the matter in the interests of a different person, group of persons, or institution.

A conflict of interest exists under this definition even if the action or decision called for under the first duty is identical with the personal interest or with the action or decision required under the second duty.

McGill Association of University Teachers, December 1, 2002

9.3 From Conflict of Interest to Professional Misconduct

Being in a situation of conflict of interest does not in itself constitute professional misconduct. Misconduct exists when an individual is personally involved in a conflict of interest as defined in Section 2 and is in one or more of the following situations: he or she knowingly fails

- 3.1 to inform the appropriate authorities (e.g., department head/chair, dean, senior administrative head, vice-principal) of a situation that involves a conflict of interest; or
- 3.2 to take steps to resolve conflicts of interest; or
- 3.3 to communicate information regarding the conflict and conflicting requirements, especially to superiors, students, clients, and colleagues; or
- 3.4 to give justification for the pursuit or maintenance of commitments, allegiances, or responsibilities that would appear to a superior, acting in good faith, to be generally incompatible.

McGill Association of University Teachers, December 1, 2002

9.4 Management of Conflicting Situations

- 4.1 In addition to reporting requirements contained in other University policies or regulations, a member in a conflict or potential conflict of interest must disclose the circumstances to the department head/chair, dean, or senior administrative head in a timely fashion.
- 4.2 If the department head/chair, dean, or senior administrative head has an interest in the matter disclosed, disclosure should be made to the person at the next level of authority.
- 4.3 The department head/chair, dean, or senior administrative head will determine whether a conflict of interest exists.
- 4.4 In the event that a conflict does exist, the department head/chair, dean, or senior administrative head and the member will agree in writing on a course of action to avoid or monitor the conflict.
- 4.5 In the event that agreement cannot be reached the case will be referred to the next level of authority for resolution.
- 4.6 All information and disclosures made in accordance with this policy will be held in confidence unless otherwise agreed by the parties involved.
- 4.7 It is the responsibility of those with supervisory authority who detect what they believe to be violations of the policy to act promptly in order to provide or initiate the appropriate remedial or disciplinary measures.
- 4.8 If disciplinary action is contemplated, the procedure will be that described in the appropriate disciplinary procedures policy.

McGill Association of University Teachers, December 1, 2002

9.5 Situations Involving Other Elements of a Member's Duty of Loyalty

Members owe obligations of trust, confidence, and loyalty to the University, to other members of the University, and, frequently, to persons and agencies outside the University. These duties arise either as a consequence of the employment relation that exists between the member and the University, or by virtue of other voluntary undertakings of members. The following provisions set out some of these duties and are illustrative only, not exhaustive. Breaches of duties of loyalty may lead to appropriate disciplinary procedures.

- 5.1 Members should not accept gifts, gratuities, or favours in any form, except for gifts of purely nominal value and social entertainment considered in keeping with good professional ethics and which do not obligate the member.
- 5.2 Members may not make more than inconsequential use of the services, supplies, or the resources of the University or of other members of the University to serve a personal interest unless authorized to do so.
- 5.3 Members associated with an enterprise should not, through the enterprise's name, publicity, or operations, imply that it is associated with or benefits from the University, unless authorized to do so.
- 5.4 Members with an interest in or a connection with a company should not use without permission, for the benefit of that company, research conducted at the University or research they are performing with public funding.
- 5.5 The commercialization of intellectual property developed by a member in the performance of his or her University duties must recognize the University's share of ownership of that property.

McGill Association of University Teachers, December 1, 2002

10 Regulations Governing Conflicts of Interest in Proprietary Research

- 1 The present regulations shall apply to all members of the University including academic and administrative and support staff and, where appropriate, students (hereinafter collectively referred to as "members"), and shall constitute part of the formal relationship between the member and the University.

A member shall fully disclose his or her interest, the extent of his or her time commitment, and the nature and scope of his or her activity in relation to any direct or indirect economic interest the member or his or her family may have or acquire in any enterprise to develop the research findings. Disclosure shall include but not be limited to any beneficial interest in the enterprise, be it a sole proprietorship, joint venture, partnership or corporation or where the member acts as officer or director of a corporation, consultant, or member of a scientific advisory board. Such disclosure shall be made in writing to the member's department chair, institute, or research centre (who shall make the same available to interested departmental colleagues), to the dean of his or her faculty; and to the Vice-Principals (Academic) and (Research) prior to the commencement of the activity and annually thereafter.
- 2 If the member has any interest which could lead to a conflict of interest and if the member is a University administrator having control over positions and funds, the member shall resign the administrative post unless written permission to continue in office is obtained from the Vice-Principals (Academic) and (Research). No member may alone approve payment from University or University-administered research funds for any services or materials directly related to the proprietary research or enterprise in which he or she has a direct or indirect economic interest.

For the purposes of the present paragraph, a University administrator is defined as a departmental chair; a director of a school, institute or centre or other academic unit; a dean; a vice-principal; or the Principal.
- 3 If the commitment and activity to be given in relation to the enterprise are likely to interfere with academic duties, the member shall consult the relevant department chair and dean regarding the advisability of taking a leave of absence or converting to a part-time appointment at the University. Discussions to this end may be initiated by any of the interested parties.
- 4 When a member wishes to develop an invention or discovery or to become involved directly in the commercial application of research findings, he or she shall follow the Policy on Intellectual Property and thereafter will maintain a clear distinction between University activities and participation in the promotion and commercial development of that invention or patent.
- 5 If the University intends to lease space within a department, school, institute, centre or other academic unit to an enterprise (including one in which a member has an economic interest), the conditions of such lease arrangements shall be made known by the chair, director or dean to the faculty members in the department, school, institute, centre or other academic unit before the lease is signed. Such leases shall be concluded in accordance with existing University by-laws on property leases. Lease arrangements shall be made in the best interests of teaching and research as determined by the chair or director and the dean.
- 6 When a member uses his or her research for a commercial enterprise on or off campus, University administrators, academic staff and support staff may not be employed in the service of such enterprise during University working hours as established by the relevant faculty or department nor allow interference with their University duties.
- 7 Use of University equipment by the staff of the commercial enterprise shall be limited to such use as is justified by the specialized nature of the equipment and shall be clearly defined in an agreement with the University approved by the chair of the relevant department, the dean, and the Vice-Principal (Research). The use of equipment originally purchased from grants of external funding agencies will be regulated both by the policies of such agencies and appropriate University regulations.
- 8 The enterprise in which a member has an economic interest may not employ University students. However, such an enterprise may enter into contractual agreements to this effect with the University or be a partner with the University within a program of one of the granting agencies.

Where such enterprise has made a grant, gift or donation to the University, no payment out of such grant, gift or donation shall be made to the interested member without prior approval of the Principal.
- 9 Members intending to acquire an economic interest in an enterprise shall inform all students who may be affected by their actions at the earliest possible date. Students shall immediately be free to seek the advice of the departmental chair, the dean of the faculty, or the Dean of Graduate and Postdoctoral Studies.

- 10 Where students are employed by such enterprise, the member having an interest therein shall ensure that students who have already done substantial work under their academic supervisor shall be able to continue in their chosen area of research. Where it is possible to differentiate between the project of the thesis student and that of the enterprise in such a way that the student may continue the thesis project unhampered, the Dean of Graduate and Postdoctoral Studies shall arrange for the appointment of a co-supervisor unconnected with the enterprise.
- 11 No attribute of or reference to the University or any of its officials, affiliated colleges, associations or organizations, including the name or insignia, shall be used to promote the enterprises of members, except where required by law.
- 12 Where members acquire an interest in enterprises set up by their colleagues, they do so as private individuals, and may not permit their official University positions to be used for publicity, endorsement or advertising purposes except where required by law.

Regulations Governing Conflicts of Interest in Proprietary Research

Source:

Senate April 3, 1985 Minute 75

Board of Governors November 18, 1985 Minute 5922

Amendments:

Senate November 21, 1990 Minute 43

Board of Governors January 21, 1991 Minute 7781

Senate January 31, 2001 Minute 3

Board of Governors May 30, 2001 Minute 11

Senate January 30, 2002 Minute 6

Board of Governors April 15, 2002 Minute 9

McGill Association of University Teachers, December 1, 2002

11 Policy on Conflicts of Interest in Academic Supervision and Evaluation

- 1 Where a member of the academic staff or a teaching assistant and a student are in a close personal relationship such that there is, or may be perceived to be, a conflict of interest or possible favouritism, then the staff member or teaching assistant shall decline or terminate a supervisory or evaluative role with respect to that student, and, where necessary, make appropriate alternative arrangements for the supervision and evaluation of the student's work.
- 2 For the purposes of this chapter, a close personal relationship shall include spouses, parent and child, siblings, and consensual amorous relationships.
- 3 The alternative arrangements for supervision and evaluation shall be made in confidence and shall not prejudice the status of the student, staff member, or teaching assistant.
- 4 Nothing in this chapter shall be construed as condoning consensual amorous relationships between academic staff or teaching assistants and students.

Policy on Conflicts of Interest in Academic Supervision and Evaluation

Source:

Senate March 28, 1990 Minute 108

Board of Governors May 30, 1990 Minute 7719

McGill Association of University Teachers, December 1, 2002

12 Policy on Political Candidacy

Preamble

Members of the academic staff should be as free as the members of any other profession to enter public life. There is an obligation on the part of the University to ensure that no unreasonable impediments are placed in the way of full-time members of the academic staff who choose to seek election to a provincial legislature or the federal parliament, since it is recognized that many members of the academic community can make significant contributions as elected politicians. Following election to a second term of office, however, the professor may be considered to have entered the political profession fully, and to be sufficiently out of touch with his or her field to warrant his or her having to be reinstated by normal method of appointment to the academic staff.

Policy

- 1 Full-time members of the academic staff seeking office as candidates in a provincial or federal election will, on request, be granted leave of absence without pay during the official campaign period; and, if elected, will be expected to resign or request leave of absence without pay. A leave of absence granted for this purpose shall not normally extend beyond the date of expiration of the staff member's existing appointment with the University, except by express resolution of the Board of Governors.
- 2 If elected for a second term, the staff member's University appointment will be terminated automatically, except by express resolution of the Board of Governors.

Policy on Political Candidacy

Source:

Senate October 28, 1981 Minute 25

Board of Governors December 7, 1981 Minute 6717

McGill Association of University Teachers, December 1, 2002

13 **University Policy on the Non-Performance of Academic Duties During a Legal Strike**

If there is a legal strike in the University, the following rules apply to members of the academic staff who conclude as a matter of conscience that they cannot perform some or all of their academic duties. Such academic staff members shall so report to their departmental chair without delay.

Payment of their entire salary shall cease from the effective time of such a report until the time when they report they are again performing all their academic duties. In cases where such staff members do not report to the departmental chairs, the above arrangements will be implemented from the time of the cessation of academic duties.

University Policy on the Non-Performance of Academic Duties During a Legal Strike

Source:

Senate April 8, 1981 Minute 84 Board of Governors April 27, 1981 Minute 5370

McGill Association of University Teachers, December 1, 2002

14 Code of Conduct for Users of McGill Computing Facilities

McGill Computing Facilities (MCF) are intended to support the academic mission and the administrative functions of the University. This code of conduct states the principles regarding the use of MCF. They complement and supplement rather than replace other policies concerning appropriate conduct of staff and students.

McGill Computing Facilities include any computer, computer-based network, computer peripheral, operating system, software or any combination thereof owned by McGill University or under the custody or control of McGill University.

The following principles apply to all McGill staff, students and other users of the McGill Computer Facilities.

Users shall:

- 1 Be responsible for using these facilities in an effective, ethical and lawful manner.
- 2 Use only those facilities for which they have authorization, whether these facilities are at McGill or at any other location accessible through a network.
- 3 Take all reasonable steps to protect the integrity and privacy of the MCF including software and data. In particular, users shall not share with others the access codes, account numbers, passwords or other authorization which have been assigned to them.
- 4 Respect the copyrights of the owners of all software and data they use.
- 5 Respect the policies established by the administrators of external networks such as RISQ, CA*net, NSFNET when using such networks. They shall also respect the policies established by the administrators of local computing facilities at McGill.
- 6 Respect the privacy of others. This includes, but is not limited to, respecting the confidentiality of e-mail, files, data and transmissions.
- 7 Refrain from using MCF for unauthorized commercial activities.
- 8 Refrain from using MCF for any unauthorized or illegal purposes. Such purposes might include destruction of alteration of data owned by others, interference with legitimate access to computing facilities or harassment of users of such facilities at McGill or elsewhere, unauthorized disruption of MCF, attempts to discover or alter passwords or to subvert security systems in MCF or in any other computing or network facility.
- 9 Properly identify themselves in any electronic correspondence and provide valid, traceable identification if required by applications or servers within the MCF or in establishing connections from the MCF.

Users have a right to privacy. The level of privacy does not exceed, however, that of reasonable expectations. System failures or design faults may compromise this privacy and users should also recognize that authorized McGill personnel may have access to data and software stored on MCF while performing routine operations or pursuing system problems. Users should further recognize that, as specified in the relevant administrative policies at McGill, authorized McGill personnel have the obligation to take reasonable and appropriate steps to ensure the integrity of MCF and to ensure that this code is observed.

Any violation of this code may be prosecuted in conformity with the relevant University policy (Code of Student Conduct, personnel policies, etc.) and the principles of fundamental justice.

A companion interpretation document is available giving specific and current details about this policy. Any questions concerning this code should be directed to the user's local system manager or Network and Communications Services.

Code of Conduct for Users of McGill Computing Facilities

Source:

Senate May 18, 1994 Minute 163

Board of Governors May 30, 1994 Minute 8150

McGill Association of University Teachers, December 1, 2002

15 Policy on Research Ethics

1 Preamble

This policy should be interpreted in a manner that is consistent with the vision of the University as a research community committed to the principles of honesty, trust, and collegiality and to the idea that fair play must prevail at all times.

It is important for the University community to have an explicitly stated ethical framework within which all research should be conducted. This need has been recognized by all the major funding agencies.

2 Introduction

This "Policy on Research Ethics" applies to all individuals who conduct research at McGill University or at one of its affiliated institutions. The term "research" includes all forms of funded and unfunded scholarly and creative work by McGill staff and students and by people who use McGill facilities for the creation, dissemination, and publication of scholarly work.

Some of the provisions of this policy deal with matters that are also treated in other University guidelines and regulatory documents. In appropriate cases, reference to these guidelines and documents should also be made.

This policy does not attempt to address all matters relating to the ethical conduct of research activities. Consequently, it is recognized that many academic units will require more specific provisions than those guidelines supplied in this policy. Academic units are encouraged to develop and/or subscribe to more specific provisions.

3 The Responsibility of the University

The University requires honesty and integrity in research and scholarship. The University, through the appropriate administrative offices and in accordance with the provisions of this policy and other applicable regulatory procedures, will (a) help facilitate the resolution of disputes concerning matters dealt with in this policy (see Article 9), and (b) investigate allegations of misconduct under this policy and take action, as appropriate.

4 The Selection and Conduct of Research

Research projects should be managed, funding should be used and research should be conducted with due consideration for all University policies on research ethics. In addition to this policy, these latter include policies set out in existing University regulations or guidelines, such as the "Regulations on Research Policy", "Policy on Intellectual Property", "Regulations Governing Conflicts of Interest in Proprietary Research" and guidelines for research involving human and animal subjects.

The primary responsibility for the selection and conduct of research rests with the individuals performing the research. In the case of collaborative or team research, the research director or principal investigator is obliged to ensure that the members of the research team or group are aware of the contents of this policy and of other applicable ethical norms governing the conduct of the research. In such cases, the research director or principal investigator should take all reasonable measures to ensure that the provisions of this policy are complied with by the members of the research team. In the case of research conducted by students for academic credit, the instructor, supervisor, or research director, as the case may be, in addition to informing the student of his or her obligations in respect of the ethical conduct of research, shall take further reasonable measures to ensure that the student's research is conducted in accordance with the provisions of this policy and with other applicable ethical norms.

5 The Duty of Honesty and Integrity

Researchers are expected to maintain the highest standards of honesty and integrity. Any form of academic dishonesty, including but not limited to the following, is a serious offence:

a) Falsification of Data

The gathering of data and research materials must be undertaken with honesty and integrity. Researchers should never publish data they know to be false or the result of deliberate acts of falsification.

b) Plagiarism

Researchers should not knowingly represent the published or unpublished work of another person as their own or assist anyone else in doing so. The use by a researcher of work done by other people must be appropriately and adequately acknowledged. Plagiarism is an act of academic dishonesty.

Upon the demonstration that a researcher has represented another person's work as his or her own, it shall be presumed that the researcher did so knowingly; the researcher shall bear the burden of rebutting the presumption by evidence satisfying the person or body hearing the case that no such knowledge existed.

c) Conflict of Interest

A conflict of interest arises where the researcher has a material interest of any nature – personal, financial, career or otherwise – that may conflict with the researcher's duty of honesty and integrity. Where a conflict of interest arises, a researcher must immediately disclose it in writing to his/her superior and to all other persons to whom it should be disclosed, in accordance with the context and with the highest standards of honesty and integrity.

d) Misuse of Research Funds

Where a granting agency provides guidelines on the use of research funds, researchers and directors of research projects must follow those guidelines scrupulously. Researchers and directors of research must also follow all University guidelines on the management and disbursement of funds. Regardless of the source of research funding, it is not permitted to divert any of the research resources for personal or any other use, except in cases where the grant or contract specifically provides otherwise.

Nothing in the provisions of this policy is intended to impugn the actions of a person who has made an honest error, or who exercises judgement or interprets data or designs experiments in a way which may reasonably be the subject of honest differences of opinion.

6 Duties Where Research with Human and Animal Subjects is Concerned

a) Human Subjects

Research involving human subjects must be carried out in accordance with the highest standards of conduct. It must be conducted in a manner which respects the rights of the persons who are the subjects of the research and in accordance with the rules and guidelines prescribed by granting councils, law, and the University.

b) Animal Research

All animal research must be conducted in compliance with the guidelines of the Canadian Council on Animal Care (CCAC), as amended from time to time.

7 Collective Research

a) Attribution of Authorship and Copyright Ownership

Research collaborators should establish as early as possible how the attribution of authorship and how the allocation of copyright are to be divided between them.

(i) Attribution of Authorship In the absence of an agreement between the researchers, the following rules governing the attribution of authorship apply:

- authorship is attributed to all those persons who have made significant scholarly contributions to the work and who share responsibility and accountability for the results;
- an administrative relationship to the investigation does not of itself qualify a person for co-authorship;
- the order of the names in a publication is decided according to the quality of the contribution, the extent of the responsibility and accountability for the results, and the custom of the discipline.
- the attribution of authorship is not affected by whether researchers were paid for their contributions or by their employment status.

(ii) Duties of the Principal Author In the absence of an agreement between the researchers, where there are co-authors, the following further rules apply:

- the author who submits a manuscript for publication accepts the responsibility of having included as coauthors all persons who are entitled to co-authorship, and none who are inappropriate;
- the submitting author should send each co-author a draft copy of the manuscript and should make a reasonable attempt to obtain consent to co-authorship, including the order of names; and other contributions should be indicated in a footnote or an "Acknowledgements" section, in

accordance with the standards of the discipline and the publisher.

(iii) Ownership of Copyright In the absence of an agreement between the researchers, the allocation of copyright is governed by University policy and the law.

b) Student-Professor Collaborations

The rules in (a) apply to the case where the collaborators are professor and student. Further to those rules, a student should be granted due prominence on a list of co-authors of any multiple-authored article that is based primarily on the student's own dissertation/thesis, according to the practice in the discipline.

c) University-Private Sector Research

Reference is made to existing University regulations in the Handbook of Regulations and Policies for Academic and Librarian Staff: "Regulations on Research Policy", "Policy on Intellectual Property", and "Regulations Governing Conflicts of Interest in Proprietary Research".

d) The Duty to Acknowledge Sources of Funding

All public and private funding sources (grants, contracts, and gifts including endowed income that funds named chairs) used in the conduct of research should be acknowledged in resulting publications.

8

Data

a) Definition of Data

"Data" in this article includes the methodology used to obtain results, the actual research results, and the analysis and interpretations by the researchers.

b) Authorship and Copyright Data

The rules set out in Article 7 of the policy govern questions concerning the attribution of authorship of and the ownership of the copyright in data.

c) Gathering of Data

Data must be organized in a manner that allows ready verification. Data must be gathered in accordance with principles governing the use of human and animal subjects.

d) Availability of Data

Subject to exceptions based on a duty of confidentiality and the laws respecting intellectual property and access to information, after data are published, they must be made available to any party presenting a reasonable request to examine them. In cases where there is a disagreement between the researcher and the person requesting the data, the matter shall be referred to the Office of the Vice-Principal (Research) for resolution.

e) Maintenance of Data

All original data must be retained for a reasonable length of time. A period of at least five years from the date of publication is recommended.

9

Disputes Between Co-Researchers

The provisions in this article govern disputes between co-researchers. They do not govern allegations of misconduct under this policy. Allegations of misconduct are dealt with in Article 10 of this policy.

a) The Duty of the Parties to Resolve Disputes

Where disputes between co-researchers arise, they should be resolved amicably and in a respectful and collegial fashion. Where a dispute cannot be resolved by the parties themselves, the parties should seek the advice of the appropriate authorities in their unit, who may help the parties resolve the dispute in any way to which the parties may agree, including conciliation, mediation, and binding and non-binding arbitration. To this end, the parties may agree that other persons become involved in the dispute in order to help facilitate its resolution. The parties may stipulate that their own involvement in any dispute resolution process is without prejudice to their rights in any subsequent process.

b) The Duty of the University to Investigate Disputes and to Help Facilitate the Resolution of the Disputes

The University has a duty to investigate disputes and to help facilitate their resolution, in accordance with the following provisions. However, the University has no obligation to ensure that disputes are resolved, since the resolution of disputes is ultimately subject to the will of the parties to the dispute.

If the dispute is between individuals working under a principal investigator(s), the principal investigator shall investigate and attempt to resolve the matter. If the principal investigator(s) concerned shall investigate and attempt to resolve the matter. If any party involved in the dispute should object to the investigation of a head, or if a head is directly involved in the dispute or allegation of misconduct, the dean of the appropriate faculty, school, or academic unit and/or the Vice-Principal (Research) and the Dean of Graduate and Postdoctoral Studies shall be informed and shall either investigate the dispute and attempt to resolve it or nominate a senior academic staff member, acceptable to the parties, to act as investigator, who shall attempt to resolve the matter.

10

Disciplinary Action and Grievance

Any allegation of misconduct under this policy made against a non-student member of the University shall be dealt with in accordance with the disciplinary procedures generally applicable to that person. For the purposes of those procedures, misconduct under this policy is a matter subject to discipline pursuant to those procedures. Any allegation of misconduct under this policy made against a student shall be dealt with in accordance with the procedures established under the Senate Code on Student Conduct and Disciplinary Procedures, and, for the purposes of that code, misconduct under this policy is an academic offence.

Policy on Research Ethics

Source:

Senate	March 22, 1995	Minute 95
Board of Governors	May 29, 1995	Minute 8247

Amendments:

Senate	January 31, 2001	Minute 3
Board of Governors	May 30, 2001	Minute 11
Senate	January 30, 2002	Minute 6
Board of Governors	April 15, 2002	Minute 9
Executive Committee	June 26, 2002	Minute 24

McGill Association of University Teachers, December 1, 2002

A Guidelines for Developing a Teaching Portfolio

Teaching Portfolios have been initiated at McGill because they are useful in:

focusing professors' reflection on the quality of teaching;

providing a framework for documenting teaching effectiveness;

expanding the ways in which good teaching and the complexity of teaching can be documented;

fostering ongoing dialogue about teaching and teaching improvement;

emphasizing McGill's commitment to teaching as a highly regarded, valued, and rewarded scholarly activity that is an integral part of the reappointment, tenure, and promotion process.

The "Regulations Relating to the Employment of Academic Staff" state that, along with documentation pertaining to research and service, dossiers for reappointment, tenure, and promotion to full professor must include a teaching portfolio prepared in accordance with these guidelines. The Teaching Portfolio is a concise compilation of selected information that systematically documents the effectiveness as well as the scope, complexity, and individuality of an instructor's teaching. It reflects the progression of a professor's teaching in the last 5-8 years. It is formatted and organized so that this progression is obvious to the reader. The Teaching Portfolio consists of a teaching statement and appendices to support that statement.

Teaching Statement (between 5 - 10 pages)

Four main categories should be summarized: 1) teaching approach or philosophy, 2) teaching responsibilities, 3) evidence of teaching effectiveness, and 4) teaching development activities.

1) Teaching Approach

This first section of the teaching statement should include an explanation of the professor's approaches to teaching and research supervision and a rationale why the professor has approached teaching and supervision in this manner. Included here might be the priorities, beliefs, and convictions that drive the approach to teaching, the learning goals set for the students, why particular teaching methods are used, why student learning is evaluated in a particular way, and directions and plans for teaching. The clarity with which this section is elaborated is critical in communicating one's perspective to the reader and facilitates the interpretation of the rest of the portfolio.

2) Teaching Responsibilities

This section summarizes the different teaching activities in which one has been involved, with a description of primary role and contribution. This summary statement of teaching responsibilities can refer the reader to the curriculum vitae or the appendices for more detailed listings.

Key information should include:

Courses taught, course level, enrollment, and format.

Graduate students and postdoctoral scholars supervised (theses, projects, internships).

Undergraduate supervision (projects, theses).

Other information as applicable could include:

New courses developed; involvement in curriculum development; mentoring assistants and other instructors; training graduate students to teach.

3) Evidence of Teaching Effectiveness

This section presents a summary of evidence that should be included to help the reader evaluate the effectiveness of teaching. It is understood that not all of the following forms of evaluation are available for all forms of teaching. In those cases the professor should include any other relevant material to document teaching effectiveness. Key information should include:

Summary and interpretation of course evaluation numerical ratings with department or faculty norms. (The suggested

format is a table, showing the average rating and the average rating for the department or faculty for each question and for each course taught.)

Interpretation of student course evaluation numerical ratings

Measures taken in response to feedback on teaching

Evidence of effective postdoctoral, graduate and undergraduate supervision where applicable.

Other information as applicable could include:

One intact set of students' written comments on course evaluations; teaching awards received; other formal recognition of accomplishment; comments from peer observers; letters from alumni, colleagues, administrators, employers; invitations to teach due to reputation; products of good teaching; course materials created by the instructor; performance by students on standardized examinations. Limited examples of student or course materials could be chosen to support the case for teaching effectiveness. These need to be clearly referenced in the narrative and be labeled in the appendices.

4) Teaching Development Activities

This section presents a summary of activities undertaken to develop and enhance teaching. The intention is to demonstrate on-going commitment to the improvement of teaching.

Key information should include:

Teaching related publications.

Description of teaching development and improvement efforts.

Evaluation of effectiveness of development.

Collaboration with colleagues on improving teaching.

Other information as applicable could include:

Self evaluation of the effectiveness of instructional approaches; funds obtained for innovative teaching activities; research on teaching and learning; steps taken and rationale given for course development or modification

McGill Association of University Teachers, December 1, 2002

B Regulations to the Employment of Academic Staff

In order not to overwhelm the reader, only documents which best support the discussion presented in the teaching statement should be appended. All appendices should be labeled clearly and explicitly referenced in the teaching statement.

Source:

Senate	May 12, 1976	Minute 132
Board of Governors	May 31, 1976	Minute 4758

Amendments:

Senate	September 21, 1977	Minute 13
Board of Governors	September 26, 1977	Minute 4901
Senate	October 5, 1977	Minute 18
Board of Governors	October 24, 1977	Minute 4917
Senate	October 26, 1977	Minute 28
Executive Committee	December 5, 1977	Minute 6150
Senate	May 31, 1978	Minute 131
Executive Committee	June 12, 1978	Minute 6249
Senate	May 25, 1979	Minute 111
Executive Committee	May 28, 1979	Minute 5124
Senate	September 26, 1979	Minute 12
	October 10, 1979	Minute 19
	January 30, 1980	Minute 58
Executive Committee	March 10, 1980	Minute 6501
Senate	February 27, 1980	Minute 76
Board of Governors	March 24, 1980	Minute 5220
Senate	April 9, 1980	Minute 95
Board of Governors	April 28, 1980	Minute 5234
Senate	April 23, 1980	Minute 106
Board of Governors	September 22, 1980	Minute 5268

Senate	May 27, 1981	Minutes 109, 110
Executive Committee	June 8, 1981	Minute 6662
Senate	December 9, 1981	Minute 37
Board of Governors	January 18, 1982	Minute 5461
Senate	February 10, 1982	Minute 57
Board of Governors	March 15, 1982	Minute 5489
Senate	December 8, 1982	Minute 23
Executive Committee	January 4, 1983	Minute 6861
Board of Governors	February 21, 1983	Minute 5619
Senate	March 23, 1983	Minute 53
	March 7, 1984	Minute 49
Board of Governors	April 16, 1984	Minute 5781
Senate	May 23, 1984	Minute 88
Executive Committee	June 11, 1984	Minute 7042
Senate	May 8, 1985	Minute 87
Board of Governors	May 21, 1985	Minute 5933
Executive Committee	June 3, 1985	Minute 7175
Senate	September 28, 1988	Minute 14
Board of Governors	October 17, 1988	Minute 6399
Senate	November 9, 1988	Minute 37
Board of Governors	February 20, 1989	Minutes 6552, 6555
Senate	December 13, 1989	Minute 46
Board of Governors	January 22, 1990	Minute 6657
Senate	February 27, 1991	Minute 92
Board of Governors	March 18, 1991	Minute 7810
Senate	May 18, 1994	Minute 155
Board of Governors	May 30, 1994	Minute 8150
Executive Committee	October 24, 1994	Minute 8357

Senate	February 1, 1995	Minute 73
Executive Committee	March 6, 1995	Minute 8407
Senate	March 8, 1995	Minute 86
Board of Governors	March 27, 1995	Minute 8228
Senate	December 4, 1996	Minute 7
Board of Governors	January 27, 1997	Minute 6
Senate	March 19, 1997	Minute 6
Board of Governors	April 23, 1997	Minute 7
Senate	April 16, 1997	Minute 5
Board of Governors	May 26, 1997	Minute 7
Senate	May 21, 1997	Minute 7
Board of Governors	May 26, 1997	Minute 8
Senate	December 6, 2000	Minute 12
Board of Governors	January 29, 2001	Minute 7
Senate	March 21, 2001	Minute 7
Board of Governors	April 17, 2001	Minute 12
Senate	January 30, 2002	Minute 6
Board of Governors	April 15, 2002	Minute 9
Senate	April 3, 2002	Minute 8
Executive Committee	April 29, 2002	Minute 3
Senate	May 15, 2002	Minute 8
Board of Governors	May 27, 2002	Minute 4
Senate	September 18, 2002	Minute 9
Executive Committee	October 7, 2002	Minute 3
Senate	October 16, 2002	Minute 6
Board of Governors	November 25, 2002	Minute 7

McGill Association of University Teachers, December 1, 2002

C Examples of Conflict of Interest

The following are examples of situations which may arise in the University context and which illustrate a potential conflict of interest situation. The situations enumerated are illustrative only and not exhaustive.

- 1 Financial agreements with sponsors wherein advantages are promised, formally or informally, to researchers for findings that are favourable to the sponsor(s). This may involve, among other things, the payment of money, royalties, or grants, or the transfer of shares or options in the sponsoring company.
- 2 Contributing to a decision on the hiring, evaluation, advancement, or scholarly work of an individual who is competing with others if the member has a previous or ongoing connection (positive or negative) with that individual (e.g., spouse, former spouse, relative, friend, student supervisor).
- 3 Participation in paid activities or related activities (whether paid or unpaid) outside the University, which may result in a member of the University neglecting his or her teaching, research, clinical, or administrative responsibilities.
- 4 Evaluation of research or writing, or any other activity, of a colleague who is also a direct competitor of the member.
- 5 Competition with the business of the University, without authorization.

Policy on Conflict of Interest and Duty of Loyalty

Source:

Executive Committee November 4, 1996 Minute 6

Senate December 4, 1996 Minute 10

Senate March 19, 1997 Minute 8

Amendments:

Senate November 5, 1997 Minute 8

Executive Committee November 20, 1997 Minute 11

McGill Association of University Teachers, December 1, 2002

1 **Regulations on Sabbatic Leaves for Full-Time Academic and Full-Time Librarian Staff**

Source:

Senate October 12, 1988 Minute 24
Board of Governors February 20, 1989 Minute 6553

Amendments:

Board of Governors November 19, 1990 Minute 7765

Executive Committee

June 21, 1993 Minute 8202

Senate March 8, 1995 Minute 86

Board of Governors March 27, 1995 Minute 8228

Senate January 31, 2001 Minute 3

Board of Governors May 30, 2001 Minute 11

Senate April 4, 2001 Minute 2

Board of Governors April 17, 2001 Minute 12

Senate May 15, 2002 Minute 7

Board of Governors May 27, 2002 Minute 4

Guidelines for Leaves of Absence**Source:**

Senate March 10, 1976 Minute 109

Board of Governors March 22, 1976 Minute 4721

Policy Concerning Sabbatic Leaves, Leaves of Absence, and Tenure Consideration**Source:**

Senate May 12, 1976 Minute 132

Board of Governors May 31, 1976 Minute 4758

Amendments:

Executive Committee June 21, 1993 Minute 8202

McGill Association of University Teachers, December 1, 2002**2 Regulations on Maternity Leave for Full-Time Members of the Academic Staff**

Source:

Board of Governors April 18, 1983 Minute 5650

Senate May 11, 1983 Minute 72

Amendments:

Executive Committee December 3, 1984 Minute 7092

Senate December 13, 1989 Minute 46

Board of Governors January 22, 1990 Minute 6657

Senate March 8, 1995 Minute 86

Board of Governors March 27, 1995 Minute 8228

Senate May 12, 1999 Minute 4

Executive Committee June 14, 1999 Minute 7

Senate February 16, 2000 Minute 2

Board of Governors March 20, 2000 Minute 5

Executive Committee January 15, 2001 Minute 11

Senate March 21, 2001 Minute 11

McGill Association of University Teachers, December 1, 2002**3 Regulations on Parental Leave for Full-Time Members of the Academic Staff and the Librarian Staff**

Source:

Board of Governors May 24, 1983 Minute 5667

Senate September 21, 1983 Minute 5

Amendments:

Executive Committee December 3, 1984 Minute 7092

Senate December 13, 1989 Minute 46

Board of Governors January 22, 1990 Minute 6657

Senate March 8, 1995 Minute 86

Board of Governors March 27, 1995 Minute 8228

Senate May 12, 1999 Minute 4

Executive Committee June 14, 1999 Minute 7

Senate February 16, 2000 Minute 2

Board of Governors March 20, 2000 Minute 5

McGill Association of University Teachers, December 1, 2002**4 Regulations on Extended Maternity and Extended Parental Leave for Full-Time Members of the Academic Staff and the Librarian Staff**

Source:

Senate May 12, 1999 Minute 4

Executive Committee June 14, 1999 Minute 7

Amendments:

Executive Committee January 15, 2001 Minute 11

Senate March 21, 2001 Minute 11