6th year - Part-Time Academic Appointment – Non-tenure stream

Dear [ ]

On behalf of the Vice-Principal, Academic and Dean of the University of Toronto Mississauga, I am pleased to offer you a part-time **[x%—note that this percentage should not exceed 75% of full-time employment]** appointment in the Department of [ ] at the rank of [ ], for **[one or two years]**, beginning on [ ] and ending on [ ], pursuant to the University's Policy and Procedures on Employment Conditions of Part-time Faculty (2021), (“the Policy”), which is attached. Acceptance of this term limited appointment constitutes written receipt of notice that your employment will terminate on **[date of end of contract]** unless previously renewed in writing.

As of **[start of this contract]**, you will be considered to have completed **[4 or 5]** years in a series of successive part-time appointments in the **[insert department name]**, as described in section (7) (a) of the Policy.

As a part-time faculty member in the 6th year of a series of successive appointments, you will be considered for a continuing appointment during the term of this appointment in accordance with the Policy. Your review will take place before December 31, **20[ ]**. The review process is described in section (7) of the University's Policy and Procedures on Employment Conditions of Part-time Faculty (2021).

If the review is successful, you will be provided continuing appointment effective July 1 **[year,** **effective date is July 1 immediately following review]** as a part-time faculty member at the same percentage appointment as this contract, unless a different percentage is agreed upon and approved by the division head and the Vice-President & Provost.

If the review is not successful, this appointment will end on **[end date of this contract]** and will not be renewed and your employment with the University of Toronto will end on that date. At that time, you will only be entitled to receive such termination entitlements, if any, minimally required by the *Employment Standards Act, 2000*.

Your prorated salary, effective **[start date]**, will be $[ ], plus any salary increase effective July 1, **[year]** that may result from negotiations between the University and the Faculty Association.

Your salary will be paid by direct deposit. If you are not already been paid by direct deposit, please bring a void cheque with you on your first day of work. **Claremont Uy** will meet with you in your first few days of employment to complete payroll documentation, if applicable.

Your printable monthly pay statement is available online through the University’s Employee Self-Service (ESS). ESS and information concerning ESS are available at: [hrandequity.utoronto.ca/hr-service-centre/](https://hrandequity.utoronto.ca/hr-service-centre/). Your annual T4 slip will also be provided electronically through ESS. By signing this letter, you authorize the University to provide your T4 slips electronically and not in a paper format.

The University has an extensive benefit package that includes, but is not limited to, a pension plan, medical and insurance benefits, and a dental plan. **For clarity: Part-time faculty are eligible to participate in the pension plan and, if they hold an appointment of 25% or more, in benefits on a prorated basis.** General information on these benefits can be found at [hrandequity.utoronto.ca/careers/benefits/](https://hrandequity.utoronto.ca/careers/benefits/). For details and to enrol in these benefits, contact UTM’s Human Resources office at (905) 828-3935.

Vacation

**[vacation entitlement for part-time annual appointments]**

You are entitled to a vacation of one month each year. Vacation pay is included within your salary. Vacation is to be scheduled at a mutually convenient time; normally, vacation is taken in the summer. Vacation must be used during the term of this appointment.

UTFA Dues

As a term and condition of employment, you are required to authorize the University to deduct from your salary an amount equal to membership dues in the University of Toronto Faculty Association fixed annually in accordance with the Association's constitution. Your written acceptance of this offer constitutes authorization for the University to make this deduction. The deduction will be remitted to the Association unless you object as a matter of conscience. Should you conscientiously object to deduction of dues, you may obtain a form from your divisional Human Resources office that you must complete providing a written declaration and direction to remit the deduction to a charity selected from a list agreed upon by the University and the Association. More information about UTFA can be found at [www.utfa.org](http://www.utfa.org).

Other Deductions

Payments in respect of salary, benefits, and any other items described in this offer are subject to deductions required by law and those made pursuant to the benefit plans in which you are enrolled, as applicable.

Teaching

You will be expected to assume a teaching load in the Department consistent with the % of your appointment and in accordance with the Unit Workload Policy, which is attached. Additional or different teaching in areas for which you are qualified may be assigned in subsequent years. We would draw your attention to the availability of the services of the University of Toronto’s Centre for Teaching Support & Innovation located on the 4th floor of the Robarts Library, St. George campus and the Robert Gillespie Academic Skills Centre at the University of Toronto Mississauga. For more information about the Centre for Teaching Support & Innovation, go to [www.teaching.utoronto.ca](http://www.teaching.utoronto.ca) and for the Robert Gillespie Academic Skills Centre go to <http://www.utm.utoronto.ca/asc/>

Accessibility

The University has a number of programs and services available to employees who have need of accommodation due to a disability through its Health & Well-Being Programs & Services ([hrandequity.utoronto.ca/culture/wellness/](https://hrandequity.utoronto.ca/culture/wellness/)). A description of the accommodation process is available in the Accommodation Guidelines for Employees with Disabilities, which may be found at [hrandequity.utoronto.ca/inclusion/accessibility/accommodation/accommodation-guidelines-for-employees-with-disabilities/](https://hrandequity.utoronto.ca/inclusion/accessibility/accommodation/accommodation-guidelines-for-employees-with-disabilities/).

In the event that you have a disability that would impact upon how you would respond to an emergency in the workplace (e.g., situations requiring evacuation), you should contact Health & Well-Being Programs & Services at 416.946.0537 as soon as possible so that you can be provided with information regarding an individualized emergency response plan.

Immigration Issues

**[delete where not applicable. If the candidate is not Canadian or permanent resident; contact: faculty.immigration@utoronto.ca]**

This offer is subject to compliance with the immigration laws of Canada (as contained in the Immigration and Refugee Protection Act and the regulations made in pursuance of that Act) and it is conditional upon any approvals, authorizations and/or permits in respect of your employment that may be required under that Act or the regulations or otherwise required for you to legally work and be taxed in Canada.

Policies and Procedures

You are subject to and bound by all applicable Faculty and University policies.

Attached for your information are the following policies and agreement:

* the University’s Policy and Procedures on Employment Conditions of Part-time Faculty (2021),
* the Memorandum of Agreement between the Governing Council of the University of Toronto and the University of Toronto Faculty Association
* the Code of Behaviour on Academic Matters
* the Policy and Procedures Governing Promotions
* the Policy on Conflict of Interest: Academic Staff
* the University of Toronto Workload Policy and Procedures for Faculty and Librarians, and the workload policy of your academic unit

In addition, please review and familiarize yourself with the following:

* Policy on Ethical Conduct in Research [governingcouncil.utoronto.ca/secretariat/policies/research-policy-ethical-conduct-march-28-1991](https://governingcouncil.utoronto.ca/secretariat/policies/research-policy-ethical-conduct-march-28-1991)
* Policy on Research Involving Human Subjects [governingcouncil.utoronto.ca/secretariat/policies/human-subjects-policy-research-involving-june-29-2000](https://governingcouncil.utoronto.ca/secretariat/policies/human-subjects-policy-research-involving-june-29-2000)
* University Assessment and Grading Practices Policy [governingcouncil.utoronto.ca/secretariat/policies/grading-practices-policy-university-assessment-and-january-26-2012](https://governingcouncil.utoronto.ca/secretariat/policies/grading-practices-policy-university-assessment-and-january-26-2012)
* Framework to Address Allegations of Research Misconduct [research.utoronto.ca/media/48/download](https://research.utoronto.ca/media/48/download)
* Publication Policy
[governingcouncil.utoronto.ca/secretariat/policies/publication-policy-may-30-2007](https://governingcouncil.utoronto.ca/secretariat/policies/publication-policy-may-30-2007)
* Statement on Protection of Freedom of Speech [governingcouncil.utoronto.ca/secretariat/policies/freedom-speech-statement-protection-may-28-1992](https://governingcouncil.utoronto.ca/secretariat/policies/freedom-speech-statement-protection-may-28-1992)

These and other applicable University policies can be found at [www.governingcouncil.utoronto.ca/Governing\_Council/policies.htm](http://www.governingcouncil.utoronto.ca/Governing_Council/policies.htm). Some of the policies that govern aspects of your rights and obligations as a faculty member can be found at www.provost.utoronto.ca/planning-policy/#section\_2.

The [Manual of Staff Policies for Academics and Librarians](https://hrandequity.utoronto.ca/wp-content/uploads/sites/34/2016/04/Manual-of-Staff-Policies-for-Academics-and-Librarians.pdf) is available on the Human Resources website. Some of these policies are subject to negotiation with the University of Toronto Faculty Association, and others may be changed directly by the University. You should familiarize yourself with them.

You will also be subject to and bound by University policies of general application and their related guidelines. For convenience, a partial list of policies, those applicable to all employees, and related guidelines can be found on the Human Resources & Equity website at [hrandequity.utoronto.ca/policies/](https://hrandequity.utoronto.ca/policies/). Printed versions will be provided upon request.

The law requires the Employment Standards Act Poster to be provided to all employees; it is available at [www.ontario.ca/page/posters-required-workplace#section-1](http://www.ontario.ca/page/posters-required-workplace#section-1). This poster describes the minimum rights and obligations contained in the Employment Standards Act. Please note that in many respects this offer of employment exceeds the minimum requirements set out in the Act.

You should pay particular attention to the University’s Policy on Sexual Violence and Sexual Harassment and those policies which confirm the University’s commitment to, and your obligation to support, a workplace that is free from discrimination and harassment as set out in the Human Rights Code, is safe as set out in the Occupational Health and Safety Act and that respects the University’s commitment to equity and to workplace civility.

All of the applicable policies may be amended and/or new policies may be introduced from time to time which will become binding terms of your employment contract with the University.

Please carefully review all applicable policies and guidelines. By signing this letter you acknowledge that you understand them and agree to be bound by them. If you have questions about any of these policies or guidelines, you should raise them with HR before accepting this offer.

Termination of Employment

Note that section 13 of the *Policy and Procedures on Employment Conditions of Part-time Faculty (2021)* includes termination for cause. If the University has cause to terminate your employment, but such cause would not disqualify you from notice of termination or severance pay under the *Employment Standards Act, 2000 (ESA),* the University will provide you with minimum termination pay, severance pay and any other entitlements (including continuation of benefits) owing under the ESA.

General Terms

1. This letter and the documents referred to in it constitute the entire agreement between you and the University. There are no representations, warranties, or other commitments apart from these documents.
2. A waiver by you or the University of any breach under this agreement shall not constitute a waiver of any further breaches of this agreement.
3. If any provision of this agreement is determined by a court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this agreement shall not be affected by such invalidity.
4. This agreement shall continue to apply regardless of any changes to your employment (e.g., workplace location), unless modified by mutual agreement in writing or replaced by a subsequent employment agreement.

Please take the time to read carefully the terms set out in this letter and the various policies referred to in it. They form a binding part of your contract of employment. If you accept this offer of employment, please sign a copy of this letter and return it to me by **[return date]**. Otherwise, this offer will be withdrawn on that date. Should you have any questions, do not hesitate to contact me.

My colleagues and I look forward to having you continue with us at the University of Toronto Mississauga.

Yours sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attachments
cc: Dean

I have read this letter, the attachments, and the items referred to in the attachments and accept employment on the basis of all these provisions.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date