Non-completion of PhD/Initial Appointments at the Rank of Assistant Professor Conditional

**[This letter is meant to be a short, welcoming cover letter. It can also include any department-specific issues that need to be emphasized.]**

Dear [ ]

I am writing with the approval of the Dean of the Faculty of [ ] and of the Vice-President and Provost of the University, to offer you a tenure-stream position in the Department of [ ] at the rank of Assistant Professor (Conditional), effective **[start date]**.

The details of the offer are described in the attachment.

In addition to the items covered in the attachment, the offer of employment includes the following Department/Faculty-specific items:

**[Insert—examples could include special office or lab space arrangements, and other supports.]**

Please take the time to read carefully the attachment and the various policies referred to in the attachment. They form a binding part of your contract of employment. You may indicate your acceptance by returning this letter, signed, to my attention by **[return date]**. Otherwise, this offer will be withdrawn on that date.

My colleagues and I look forward to having you join us at the University of Toronto. **[Insert any other welcoming or personal details here.]**

Yours sincerely,

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

Attachments

cc: Dean **[if multi-departmental Faculty]**

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.

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

Name Date

Attachment:

Detailed Terms and Conditions of Offer of Employment for [Name of Candidate]

Appointment and Term of Appointment

Your appointment is to the rank of Assistant Professor (Conditional), in the tenure stream, effective [ ]. This will be your rank until completion of your PhD requirements. You should ensure that the Chair of the university granting the PhD provides written confirmation of your completion of PhD requirements. If you have not completed the requirements of your PhD by **[within one year from date of initial appointment]** your employment will cease at that time, without further payments other than those accrued to that date, and this offer shall constitute notice of termination at that time.

Upon notification of completion of the PhD requirements within the time specified above, you will be given a four-year appointment at the rank of Assistant Professor on the July 1 following this notification.

Your probationary review after appointment as Assistant Professor will take place no earlier than May 1 of your third year, with a decision communicated to you by November 30 of your fourth year whether your contract will be renewed on the following July 1. If the review is positive, you will be offered an additional contract of two years, and you will be considered for tenure by April 15 of the terminating year of the contract.

The details of the probationary process, and the considerations relating to possible further contracts and an award of tenure, are all described in the University's Policy and Procedures on Academic Appointments, which are attached. If, pursuant to the Policy and Procedures your initial appointment is not renewed, your employment shall cease at the expiry of the initial term, without further payments other than those accrued to that date, and this offer shall constitute notice of termination at that time.

As a tenure-stream faculty member, you will also hold a graduate appointment in the Department.

**[If the graduate department is not the budgetary department, replace the sentence above with the following:]**As a tenure-stream faculty member, you will also hold a non-budgetary cross-appointment in the Graduate Department of [ ].

Salary

Your starting salary will be $ [ ] per month, equivalent to an annual salary of $ [ ]. This is a firm salary offer, and will not be affected by any salary increase effective July 1, 2015 that may occur as a result of negotiations between the University and the Faculty Association.

Your salary will be paid by direct deposit. Please bring a void cheque with you on your first day of work. **[Name]** will meet with you in your first few days of employment to complete payroll documentation.

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.

Benefits

The University has an extensive fringe benefit package that is modified from time to time and currently includes, but is not limited to, a pension plan, medical and insurance benefits, and a dental plan. 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 the Faculty’s Human Resources office at [ ].

Vacation

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 may not be accumulated from year to year. Details are described in the Policy on Vacations.

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.

Travel and Moving Expenses [delete if not applicable]

The Faculty of [ ] will reimburse you for travel and moving expenses in accordance with its practice. **[Note: this should usually provide for reimbursement of two-thirds of moving expenses and cost of one-way economy airfare.]** It will be necessary for you to submit estimates of your moving costs for your department chair's approval in advance. **[If there are any other limitations, these should be specified.]**

Research Support

**[Insert any other relevant start-up support, such as lab space.]** General information about research services and funding opportunities for new faculty can be found at [research.utoronto.ca/funding-opportunities/overview](https://research.utoronto.ca/funding-opportunities/overview).

Teaching

You will be expected to assume a normal teaching load in the Department as described in its workload policy, which is attached. Additional or different teaching in areas for which you are qualified may be assigned in subsequent years. Throughout your early years in the Department, every effort will be made to assist you, should you require it, in developing teaching skills at the undergraduate level. In this regard 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. For more information about the Centre for Teaching Support & Innovation, go to [www.teaching.utoronto.ca](http://www.teaching.utoronto.ca).

Orientation

The University will conduct an orientation session in the fall on research, teaching and career development issues. Further details will be available on the Centre for Teaching Support & Innovation website. It is an expectation of your appointment that you will take part in this session.

Leaves [delete if not applicable]

In consideration of prior service, [ ] years will be credited towards the time required to be eligible for your first research and study leave. **[Insert this section only if a leave other than as specified in the Memorandum of Agreement has been negotiated.]**

Immigration Issues [delete if not applicable]

This offer is subject to compliance with the immigration laws of Canada (as contained in the Immigration and Refugee Protection Act and in 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.

Upon your acceptance of our offer of employment you will receive from the Office of the Vice-President and Provost instructions on how to begin the process for applying for the temporary Work Permit that you will require for your employment with the University and for Permanent Resident ("landed immigrant") status in Canada. To assist with both of these processes we have engaged the Toronto law firm of Rekai LLP. As the University's legal counsel, we have instructed the law firm of Rekai LLP to assist you with all aspects of both your temporary and permanent immigration law requirements. Mr. Peter Rekai will be in touch with you directly as soon as Service Canada has confirmed our offer of employment to you. By accepting the services of the law firm of Rekai LLP, you consent to the release of any and all information pertaining to your and accompanying family members' admissibility to Canada by Rekai LLP to the Office of the Vice-President and Provost of the University of Toronto. This information will be held in strict confidence by the Office of the Vice-President and Provost and will not be released by that Office without your prior written permission.

The University will be responsible for all of Rekai LLP’s routine legal fees (save and except as noted below) and for the Government of Canada’s filing fees for your applications provided you remain employed by the University of Toronto. The University will also be responsible for the fees for an approved language test and/or Educational Credential Assessment (ECA) if required as part of the immigration process. You will be responsible for all other incidental expenses related to your immigration law requirements. This includes, but is not limited to, such incidental matters as the cost of medical examinations, photos, documents, police clearance certificates as well as the expenses to be incurred by Rekai LLP on your behalf for couriers, translations, photocopying, telecopying, and long distance. Should your employment with the University cease for any reason and you decide to continue with your Application for Permanent Residence (APR) in Canada, you will be responsible for any remaining fees. Please note that the University of Toronto will not cover legal fees related to **non-routine matters** such as overcoming any issue of medical or criminal inadmissibility for you or any accompanying family member(s). If you have any questions about which fees are covered by the University, please contact faculty.immigration@utoronto.ca.

The University considers it to be a term of our offer of employment to you that you cooperate fully with the law firm of Rekai LLP and promptly deal with any requests that they may make of you. Specifically, because the confirmation of employment (positive Labour Market Impact Assessment) will only be valid for a limited period and there is no arrangement in place with Service Canada for it to be renewed, it is vital that all reasonable steps be taken to complete your permanent immigration to Canada within the timeframe advised by Rekai LLP. In addition, several Canadian granting agencies only fund grants to Canadian citizens and permanent residents of Canada and, for that reason, it also may be in your best professional interests to cooperate with the law firm of Rekai LLP in completing the application process as expeditiously as possible.

As part of the process of applying for permanent residency in Canada, and, in some cases, as part of the non-immigrant visa process as well, it will be necessary for you and your accompanying family members to undergo medical examinations and to provide information with respect to criminal and security background investigations that are conducted by Citizenship and Immigration Canada (CIC) on all applicants. These routine immigration procedures are conducted with a view to ensuring that there are no grounds upon which you, or any member of your accompanying family, could be determined to be an “inadmissible person” for immigration to Canada. If you require clarification or if you have any questions regarding these matters, you will be able to discuss them with one of the partners at Rekai LLP, but only after you have been contacted by the firm.

Upon receipt of your Work Permit, it is necessary that you obtain a Social Insurance Number (SIN). For information on how to obtain a new SIN, please refer to the Federal Government's website: [www.canada.ca/en/employment-social-development/services/sin.html](http://www.canada.ca/en/employment-social-development/services/sin.html).

Health Insurance [delete if not applicable]

The provincial health insurance plan (OHIP) normally commences coverage three months after application. You should apply for this coverage on your arrival to ensure there is no further delay. (Please refer to the Faculty Relocation Service website: [www.facultyrelocation.utoronto.ca](http://www.facultyrelocation.utoronto.ca) for more information). If your existing health insurance coverage does not apply to this waiting period then it is compulsory that you apply immediately for the University's Health Insurance Plan (UHIP; [www.uhip.ca](http://www.uhip.ca)). For further information, please contact the Faculty’s Human Resources office at \_\_\_\_\_\_\_\_\_.

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.

Policies and Procedures

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

Attached for your information are the following policies and agreement:

* the University’s Policy and Procedures on Academic Appointments
* 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 Department.

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 <https://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. All full-time University of Toronto academic appointments are subject to these provisions and 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 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.

Entire Agreement

This summary of the details of the offer of employment, the documents referred to in it and the covering letter together set out the entire agreement between you and the University. There are no representations, warranties, or other commitments apart from these documents.