

**Faculty of Medicine**

**Terms and Conditions of Re-appointment**

Dr. \_\_\_\_\_\_*<INSERT name>*

*<INSERT rank> \_\_\_\_\_\_* Professor

Discipline of \_\_\_\_\_\_*<INSERT discipline name>*

1. This is a re-appointment as a full-time GFT \_\_\_\_\_\_*<INSERT rank*> in the Discipline of \_\_\_\_\_\_ *<INSERT discipline>* for **Dr. \_\_\_\_\_\_\_\_\_\_** *<INSERT name>* jointly with Memorial University of Newfoundland, and NL Health Services as a member of their active staff.
2. Relations between Memorial University of Newfoundland, and NL Health Services will be based upon the written Agreement of Affiliation between the institutions.
3. The appointee shall either:
4. Become a partner of the Medical Practice Associates (MPA), a modified partnership consisting of full time Faculty members with clinical privileges. All professional fees and clinical earnings will be deposited with MPA and will be distributed in accordance with the partnership agreement; OR
5. Not become a partner of MPA but be incorporated by Professional Medical Corporation (PMC) and bound by a separate agreement with Memorial University of Newfoundland’s Faculty of Medicine that parallels the contribution percentage to said Faculty of Medicine, by MPA on behalf of its partners. This provision applies to faculty members who are incorporated or for other reasons unable to be partners of MPA.
6. Remuneration is provided as follows:
7. Academic Remuneration
8. In the first year of appointment, there will be an academic salary from the University of $\_\_\_\_\_\_ (Step \_\_\_) *<INSERT salary amount and step>* per annum.
9. Should the appointee be a partner of MPA, a 12.5% service fee will be derived from the funds of the MPA, after the first year of appointment.
10. Clinical Remuneration:
11. **For Partners of MPA,** clinical income will be derived from the professional earnings of MPA in accordance with the regulations governing the partnership.
12. **For Non-Partners (PMC)**, clinical income will be derived from their professional earnings and subject to Article 3 (b).

1. **For Partners,** MPA will provide, as part of a partner’s taxable entitlement, an expense allowance of $758.33 per month ($9,009.96 per annum) to be used for any purpose, at your discretion.
2. Office space and secretarial assistance will be provided in one or more locations at the University and/or NL Health Services, subject to their approval.
3. Leaves:
4. Vacations, special leave, and sabbatical leave are subject to the regulations of the University as outlined in the booklet, *Terms and Conditions of Employment for Teachers.*
5. While on sabbatical leave, approved by the Dean of Medicine, Memorial University (from Faculty of Medicine funds) will provide additional pay to partially offset loss of clinical earnings.
6. Travel allowance for approved professional endeavours may be provided as necessary, in consultation with the Discipline Chair.
7. The Memorial University Pension Plan is a defined benefit plan and is integrated with the Canada Pension Plan (CPP). Retirement pensions are based on years of credited service and best five-year average pensionable earnings. Pensionable earnings include academic salary only. Contributions to the plan are based on the following:

* 11.4% of pensionable earnings up to the Year’s Basic Exemption (YBE) as defined under the Canada Pension Plan. The YBE is that portion of earnings upon which no CPP contributions are required and is set annually by the federal government.
* 9.6% of pensionable earnings in excess of the YBE up to and including the Year’s Maximum Pensionable Earnings (YMPE) as defined under the Canada Pension Plan. The YMPE is the maximum upon which CPP contributions are required and is set annually by the federal government.
* 11.4% of pensionable earnings in excess of the YMPE.

These contributions are currently matched by the University. Participation in the pension plan is mandatory for Memorial University employees; however, since December 1986, a special provision has existed which enables newly appointed clinical faculty members, during the first sixty days of their appointment, to establish their own pension arrangements. In these situations, the University will provide at the end of each calendar year a payment in lieu of the University’s contribution to the pension plan. Calculation of this annual lump-sum payment shall be based on the following:

* 6.565% of pensionable earnings up to the Year’s Basic Exemption (YBE) as defined under the Canada Pension Plan. The YBE is that portion of earnings upon which no CPP contributions are required and is set annually by the federal government.
* 4.765% of pensionable earnings in excess of the YPE up to and including the Year’s maximum Pensionable Earnings (YMPE) as defined under the Canada Pension Plan. The YMPE is the maximum upon which CPP contributions are required, and is set annually by the federal government.
* 6.565% of pensionable earnings in excess of the YPME*.*

1. This GFT re-appointment as \_\_\_\_ Professor *<INSERT rank>* in the Discipline of \_\_\_ *<INSERT discipline name*> is effective \_\_\_\_*<INSERT start date>*, for a further three-year term. This position is eligible for promotion in accordance with the *Criteria for Promotion and Tenure: Non-Bargaining Unit Clinical Faculty* (<https://www.mun.ca/medicine/media/production/medicine/documents/faculty-affairs/Criteria-for-Promotion-and-Tenure-2018-EDIT.pdf>). You will report to the Chair of the Discipline, and you are expected to review your progress annually with your Chair. A copy of the *Annual Progress Form* is attached for your reference.
2. In order to be eligible for and to maintain an academic appointment, in which clinical practice is a component, the faculty member must establish and maintain a level of clinical competence acceptable to an affiliated hospital and to the Faculty of Medicine. The requirements for establishing and maintaining competence include the holding of a valid license to practice medicine in the Province of Newfoundland and Labrador, and practice privileges in an affiliated teaching hospital. In addition, it is required that the appointee possesses and maintains the Certificate of the Royal College of Physicians and Surgeons of Canada, or the College of Family Physicians of Canada.
3. The University’s portion of the academic salary shall come from FOAPAL \_\_\_\_\_\_\_\_*<INSERT number 190000 \_\_\_\_>*.

Sincerely yours,

\_\_\_\_\_\_\_\_ <INSERT Name of Discipline Chair>

Discipline of \_\_\_\_\_\_<INSERT discipline name>

I accept the re-appointment, and these Terms and Conditions of Appointment.

Signature:

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Dr. \_\_\_\_\_\_\_\_\_*<INSERT name>*  Date