

FROM THE MEMORANDUM OF AGREEMENT – UW/FAUW

(copied from UW Secretariat website where it is listed as “current as of 19 February 2021”)

8. DISCIPLINE

8.1 A Member may be disciplined only for just cause and only in accordance with the provisions of this Article and, for matters dealing with scholarly research, the provisions of [Article 14](#). Disciplinary processes are not to be used to inhibit free inquiry, discussion, exercise of judgement, or honest criticism within or without the University. Disciplinary action shall be reasonable, commensurate with the seriousness of the violations, and consistent with accumulated practice under this Article. The Parties recognize the value of promoting corrective action through guidance and progressive discipline, although this will not always be appropriate.

8.2 In all matters of discipline, a Member has the right to seek advice from the Association and to be accompanied by an academic colleague for advice and support (including, if necessary, aid in presenting the Member's position) during any meetings attended to discuss such matters. All disciplinary measures are grievable under [Article 9](#).

8.3 The University bears the onus of proving that a disciplinary action was taken for just cause.

8.4 The only disciplinary measures which may be taken by the University against a Member are the following:

- (a) A letter of warning or reprimand. Such letters must be specific and must be clearly identified as disciplinary measures.
- (b) Suspension with pay. Suspension is the act of relieving a Member, without her/his consent, of some or all university duties and/or privileges.
- (c) Suspension with partial pay, or without pay, or a fine in lieu thereof, where appropriate.

(d) Dismissal for cause. For Members with tenure or continuing lecturer appointments, dismissal means the termination of appointment without the Member's consent. For all others, dismissal means termination of appointment without the Member's consent before the end of the contract. Non-renewal of definite term or probationary appointments and denial of tenure do not constitute dismissal.

- (e) A public statement from the University that a Member was guilty of misconduct in research.

8.5 Just cause for the dismissal of a tenured Member includes, but is not limited to, the persistent and serious neglect of the normal duties of a faculty member, particularly with respect to teaching and scholarship, or the failure to carry out such duties as are reasonably assigned by the appropriate academic authorities. In a case of persistent neglect, the action for dismissal must have been preceded by letters of warning from the Member's Chair or Dean. Warnings shall not only state the nature of the alleged

deficiencies and make constructive suggestions for improvement, but also shall be followed by a reasonable period in which to make improvements.

8.6 Just cause for dismissal also includes but is not limited to: a serious breach of criminal law; violent behaviour or threats of violence against a member of the University community; a serious breach of ethical behaviour; violations of ethics in respect of scholarship, teaching, or collegiality. Any of the above must be of such a serious nature as to render the Member clearly unfit to continue to hold a tenured appointment at the University of Waterloo.

8.7 Disciplinary processes must be kept distinct from academic assessments associated with annual performance reviews and consideration for tenure, promotion, and probationary reappointment. The fact that a disciplinary measure has been imposed or is contemplated cannot be considered in an academic assessment, but the facts which resulted or may result in the imposition of discipline can be considered, if relevant to that assessment.

8.8 The Member's Dean shall promptly investigate any concerns or allegations about a Member if the Dean reasonably believes that a situation warranting disciplinary measures may exist. The Dean shall inform the Member as soon as may reasonably be possible both of the nature of the allegation and if an investigation is being undertaken. The conduct of all or part of such investigations may be delegated to appropriate persons, including the Member's Department Chair. The investigation itself is not a disciplinary measure, and an investigation which has not yet been completed is not a matter for grievance.

8.9 The Dean shall take reasonable steps to maintain the Member's privacy and the confidentiality of the investigation and its findings until the imposition of discipline, if any. However, some disclosure of concerns and allegations may be necessary, either in order to conduct the investigation or if the Dean has reasonable grounds to believe that such confidentiality may place a person or persons at risk of significant harm. In the event that it is determined that there shall be no disciplinary action, the Dean must inform each individual to whom concerns and allegations were disclosed that there is no basis for disciplinary action.

8.10 When the investigation has been completed, and if disciplinary action is being considered, the Dean shall notify the Member in writing of the results of the investigation and of the proposed disciplinary action. The notice shall provide the specific details of the alleged cause for the discipline, including all names, places, and dates of the alleged incidents, and shall either be hand-delivered to the Member, or delivered by registered mail to the Member's last known address. The date of notice is defined to be either the date on which a registered letter has been signed for or the date on which the notice is hand-delivered to the Member.

8.11 The Dean shall convene a meeting within twenty-five working days of the date of notice to afford the Member an opportunity to make oral and/or written submissions before any disciplinary measures are imposed. The Member shall be given at least seven working

days notice of the time and place of the meeting. The Dean may invite the person or persons who have carried out the investigation to attend. At this meeting an attempt shall be made to resolve the matter in a manner satisfactory to all concerned. For the purposes of this clause, days during which the Member is on pre-scheduled vacation, as well as Saturdays and Sundays, other holidays, days during which the University is officially closed, and days during which the Member is absent on pre-scheduled official University business shall not be treated as working days.

8.12 If no satisfactory solution is reached at the meeting referred to in [8.11](#), within two weeks the Dean shall notify the Member in writing of the disciplinary decision with reasons.

8.13 The Dean shall make every reasonable effort to notify the Member of the meeting referred to in [8.11](#). If the Dean is unable to contact the Member, or if the Member is notified and chooses not to attend, the meeting shall be dispensed with, and the Dean may give notice of discipline as in [8.12](#) above.

8.14 Where the disciplinary decision in [8.12](#) is dismissal for cause and where the Member chooses to contest the decision, a formal grievance shall be submitted to the Vice-President, Academic & Provost (VPA&P) in accordance with [Article 9](#). The VPA&P shall act as a committee of one to decide the matter on behalf of the Board of Governors. The decision of the VPA&P may be taken to external arbitration under [9.6](#).

8.15 Where the disciplinary action is dismissal for cause, suspension with reduced pay or a fine in lieu thereof, the Member shall retain full salary and benefits (subject to the rules and regulations of UW benefit programs (see [Article 11.1.3](#)) until the time limit for filing a grievance under [Article 9](#) has expired. If the disciplinary action is grieved, the Member shall retain full salary and benefits for a period of one year from the date of the disciplinary decision in [8.12](#), or until the grievance and arbitration procedures set out in [Article 9](#) have been completed, whichever is earlier. In the event that the Tribunal or Arbitrator finds in favour of the Member, any lost compensation shall be restored.

8.16 Notwithstanding [8.15](#), eligibility for full salary and benefits shall not extend beyond the Member's retirement date (if a retirement date exists), nor beyond the termination date for a definite term or probationary appointment terminated in accordance with [Policy 76](#). Furthermore, the University may terminate salary and benefits if, during the period referred to in [8.15](#), the Member accepts outside employment in excess of the normal guidelines as specified in [Policy 49](#).

8.17 Where the disciplinary action is dismissal for cause or suspension, at the request of either the Member or the Dean, the VPA&P may relieve the Member of her/his duties during the period of full salary and benefits as specified in [8.15](#). If this action is taken the Association shall be informed. If the disciplinary action is suspension with pay, such suspension shall count towards the period of suspension in the event that the grievance is unsuccessful.

Failure of a Member to grieve a letter of reprimand or warning at the time of receipt of the
8.18 letter shall not be deemed an admission of the validity of the reprimand or the warning.