

*Grievance Arbitration pursuant to the Memorandum of Agreement between the University of Waterloo
and the Faculty Association of the University of Waterloo*

B E T W E E N :

EDWARD VRSCAY

the Grievor

- and -

UNIVERSITY OF WATERLOO

the Employer

**WRITTEN DECISION WITH REASONS CONCERNING GRIEVANCES OF EDWARD
VRSCAY**

Overview

1. Pursuant to the Tribunal's direction on July 27, 2022, and further clarification on August 12, 2022, the University is writing to provide a written decision with reasons, in response to two grievances filed by Professor Edward Vrscaj ("Vrscaj"). For clarity, Vrscaj filed a grievance on or about January 10, 2022 (the "First Grievance"), and a second grievance on or about April 6, 2022 (the "Second Grievance"). As the Grievances have been consolidated by the Tribunal, the following is the University's response to both Grievances.
2. The Tribunal directed the University to provide this written decision with reasons pursuant to Article 9.5.2 of the Memorandum of Agreement ("MOA"). The University previously explained to the Tribunal why it had not already provided a written decision with reasons. For clarity, the University's position is that Article 9.4.3 of the MOA applies in these circumstances and that the Grievances therefore must proceed directly to arbitration, bypassing the steps outlined in Article 9.5 of the MOA. Although, to be clear, the University had previously advised Vrscaj on or about February 2, 2022 that it denied the allegations in the First Grievance and the University was unable to respond to the Second Grievance before Vrscaj went on a leave.
3. However, as stated in my email of August 10, 2022, the University agrees to provide a written decision with reasons, without prejudice to its position on the applicability of Article 9.5.2 in these circumstances. In any event, in light of the University's agreement, I understand that the Tribunal is not making a ruling on this issue, nor would such a ruling be necessary.

4. In summary, the University denies the First Grievance and the Second Grievance. The University did not breach, and at all times complied with its obligations under, the MOA, University Policy, and/or any applicable employment-related legislation. Notwithstanding Vrscaj's assertions to the contrary, the University acted at all times in accordance with its obligations to protect the health and safety of members of the University community, including students and employees.
5. Vrscaj refused to comply with a reasonable workplace policy (i.e. the University's Vaccination Requirement) and was justifiably disciplined for same. At no time was Vrscaj treated in a manner that was arbitrary, unreasonable, discriminatory, or in bad faith.
6. The University's position is described more fully below. The University will, and reserves all rights to, submit case law and legal arguments to the Tribunal, in support of its position in the Grievances. However, the University will do so after the hearing procedure and rules have been determined by the Tribunal and after possible hearing dates have been scheduled, as it is unclear at this time whether the Tribunal will direct those arguments to be made in written or oral format.

The University's COVID-19 Vaccination Requirement

7. The First Grievance and Second Grievance both relate directly to the University's Vaccination Requirement, and the disciplinary consequences Vrscaj faced for refusing to comply. Accordingly, before responding to the specific allegations raised in the Grievances, the University will describe why the Requirement was enacted.
8. On July 22, 2021, the Commissioner and Medical Officer of Health for the Region of Waterloo, Dr. Hsiu-Li Wang, issued a letter where she "strongly recommended...that post-secondary institutions in Waterloo Region pursue policy options that would facilitate the highest vaccination coverage possible among its population...".
9. The University sent a memorandum to all students and staff, including Vrscaj, on or about August 9, 2021, advising that effective September 1, 2021, everyone in the University community must declare their vaccination status.
10. On August 24, 2021, the Council of Medical Officers of Health ("CMOH"), issued a letter "strongly recommending" that universities implement policies requiring full vaccination for in-person activities on campus. The letter specifically noted "vaccination against COVID-19 is the single most effective public health measure to reduce the spread of COVID-19".
11. Also on August 24, the University sent a communication to students and staff advising that persons attending campus must provide proof of vaccination or else obtain an exemption in advance of October 17, 2021. For clarity, Vrscaj did not, at any time, apply for an exemption to the Requirement.

12. On August 30, 2021, the Office of the Chief Medical Officer of Health (“OCMOH”) issued instructions for all post-secondary institutions to adopt COVID-19 vaccination policies (the “Instructions”). The Instructions became compulsory for the University under subsection 2(2.1) of Schedule 1 and Schedule 4 of O.Reg. 364/20 of the *Reopening Ontario (A Flexible Response to COVID-19) Act* (the “Regulations”). Generally, the Regulations required businesses to operate in compliance with any advice, recommendations, and instructions issued by OCMOH or those issued by another medical officer after consultation with OCMOH.
13. In enacting the Requirement, the University also acted on its obligations arising under University Policies, including Policy 34 – Health, Safety, and Environment, as well as its more general obligations under the *Occupational Health and Safety Act* (“OHS”), to take every reasonable precaution to protect University community members. It is the University’s position that, aside from being compelled by the Regulations and Instructions to adopt the Requirement, the Requirement was a precaution reasonable in the circumstances and hence required by Policy 34 and OHS.
14. To the extent the University was required by the Instructions (and Regulations) to adopt a vaccination policy, and to the extent the University complied with the requirements of the Instructions, the University’s actions cannot be challenged through the grievance process under the MOA. Put another way, notwithstanding any position Vrscay may take on the efficacy or danger of vaccines, it is not open to Vrscay to challenge statutory requirements in a grievance/arbitration process.
15. Vrscay alleges in the Second Grievance that mandatory vaccination was not required by the Instructions. Essentially, as an alternative to vaccination, the Instructions contemplated “proof of completing an educational session” alongside regular antigen testing. However, the Instructions specifically empowered the University to remove this alternative option. To the extent the University was empowered by the Instructions to remove this option, this decision also cannot be challenged by Vrscay in the MOA grievance process. Again, the grievance and arbitration process is not an appropriate venue to challenge OCMOH’s Instructions and the content of those Instructions.
16. In deciding to require vaccination, the University acted on public health recommendations, including the August 24 CMOH letter which strongly recommended, and advised of the importance of, vaccination. The University also considered its obligations under University Policy and the OHS. The University’s decision to adopt a policy that required vaccination and did not allow for rapid antigen testing was both reasonable and necessary in the circumstances. The scientific evidence supported (and continues to support) the efficacy of COVID-19 vaccination over rapid antigen testing; this fact has been recognized by labour arbitrators assessing the reasonableness of vaccination policies.
17. Moreover, by mid-2021, the University was also being called on to take steps to assist in alleviating the ongoing and serious burden to the medical system. The University took into account such broader public health considerations when enacting the Requirement.

18. Irrespective of Vrscay's allegations in the Grievances about his specific treatment by the University and/or University personnel, what is clear is that the University was required and/or entitled by the Instructions, Regulations, as well as its obligations under University Policies and the OHSA, to adopt the Requirement. Moreover, FAUW, Vrscay's faculty association, has generally supported the University's decision to implement a policy requiring employee and student vaccination.
19. Accordingly, Vrscay should not be permitted to turn the grievance process into an academic debate on the dangers of vaccination, nor a challenge of the Requirement itself. In fact, the safety and efficacy of COVID-19 vaccination is so well-established at this point that if the Grievances proceed to arbitration, the University will respectfully request that the Tribunal take judicial notice of these facts.
20. While the University will address this issue more fully at hearing, Vrscay should not be permitted to reference, or raise evidence related to, the grievances or circumstances of other individual University faculty members or employees. He has referenced other individual faculty members numerous times in his Grievances. Pursuant to Article 9.1.1 of the MOA, Vrscay's Grievances are individual grievances, and he and the University are the only parties to the Grievances.
21. Finally, as noted above, the University announced in August 2021 that it would require employees to be vaccinated to attend campus. The Requirement had been in place for approximately four months by the time Vrscay filed the First Grievance, making any attempt to challenge the Requirement itself untimely under Article 9.4.2 of the MOA. Similarly, employees were advised in September 2021 that they would face disciplinary consequences for continued non-compliance.
22. To the extent Vrscay seek to challenge the Requirement itself, or the University's decision to adopt the Requirement, via the Grievances, the University submits the Requirement was reasonable and required by statute and, by the time he filed the First Grievance, it was too late for Vrscay to raise such allegations.

University's Response to the First Grievance

23. The First Grievance purports to contain two separate domains. The first is titled: "Article 8.8" and "Article 8.10" Letters from the Dean of Mathematics". The second is titled: "Violation of Policy 33 – "Ethical behaviour": Workplace harassment, lack of information/consultation, consistent pattern of lack of respect."
24. A fair reading of the First Grievance discloses three general allegations.
25. First, Vrscay alleges his interactions with Dean Giesbrecht ("Giesbrecht") after he (Vrscay) submitted a letter on September 27, 2021 constituted workplace harassment. In support of this assertion, Vrscay suggests Giesbrecht, or else the Chair of his Department, refused to provide satisfactory responses to Vrscay's questions about "the welfare and future of [his] graduate

students.” He generally claims that the University was unwilling to “engage in any discussions or consultation with [him].” As a result of Giesbrecht’s actions, Vrscay suggests Giesbrecht was “unsuitable” to conduct any investigation into Vrscay’s non-compliance with the Requirement.

26. Second, Vrscay alleges that advising him that he would not be teaching PMATH 370 during the Winter 2022 term was a disciplinary measure. Vrscay states this measure was not imposed in accordance with the MOA.

27. Third, Vrscay suggests that the University’s disciplinary process was flawed. He suggests a breach of “due process”. He also suggests Giesbrecht improperly failed to provide “names, places, and dates” of the alleged incidents of misconduct. This third allegation overlaps significantly with the allegations raised in the Second Grievance.

a) *Vrscay was not “harassed” or otherwise mistreated by Giesbrecht or anyone else in University leadership, and the allegations are untimely.*

28. On September 27, 2021, Vrscay submitted a letter to Giesbrecht via email. Vrscay copied all or most senior administrators of the University, including the President and me. Thereafter, Vrscay and Giesbrecht corresponded via email (attached to the First Grievance).

29. Vrscay was apparently unsatisfied with Giesbrecht’s responses, including Giesbrecht’s assertions that Vrscay might not be permitted to continue teaching beyond October 17 (the deadline for receiving an exemption to the Requirement) or in January 2022. Vrscay also expressed dissatisfaction with Giesbrecht’s comment that “it would be premature at this time to tell students how they will be accommodated in your courses.” Vrscay also suggests that it was a “cheap shot” for Giesbrecht to point out that Vrscay was teaching his fall courses entirely online, despite these courses having an in-person component, because of Vrscay’s choice to not be vaccinated. Vrscay suggests these comments were “threats” and constituted “harassment”.

30. It is plainly obvious that the foregoing comments from Giesbrecht did not constitute harassment. Giesbrecht was warning Vrscay in advance of October 17 that there may be work-related consequences for his non-compliance with the Requirement. It is trite to say that this warning was consistent with normal labour relations practices (i.e. employees be warned when they may face discipline or other workplace consequences). It is also unclear how a manager pointing out that a subordinate could not fulfil his job duties (i.e. completing the in-person aspects of his fall courses) could possibly be considered harassment.

31. To the extent Vrscay suggests Giesbrecht failed to provide a satisfactory response to his concerns about the “the welfare and future of [his] graduate students”, the University’s position is as follows. Giesbrecht advised that it would be “premature” to determine how students would be accommodated. This response was entirely reasonable in the circumstances, and Vrscay was not entitled to any further response. Failing to provide a response satisfactory to Vrscay is not “harassment”. Neither Vrscay, nor any other University employee, has a right to demand a particular response from his/her supervisor in this manner.

32. Given the foregoing, Vrscay's suggestion that Giesbrecht was "unsuitable" to investigate his misconduct is entirely without merit. In any event, Article 8.8 of the MOA specifically states that the Dean is responsible for disciplinary investigations.
33. With respect to Vrscay's more general assertions that the University did not engage with his various letters and suggestions, it is unclear what, exactly, Vrscay was expecting or what sort of engagement or response he thinks he was otherwise entitled to (and it seems his actual dispute is that the University failed to implement his suggestions). The University was under no obligation to respond to Vrscay's (or any other employee's) various letters and suggested approaches to the pandemic. Through dozens of communications to the University community, the University was at all times transparent about its rationale for the Requirement and the consequences for non-compliant individuals.
34. Finally, to the extent the Vrscay wishes to raise allegations relating to time periods more than two months prior to him filing the First Grievance, such allegations are untimely. As noted above, Article 9.4.2 of the MOA requires that allegations be raised in a grievance within two months of their occurrence.
- b) *Advising Vrscay that he would not be teaching PMATH 370 during the Winter Term was not a "disciplinary" action.*
35. Courses are assigned at the discretion of individual Departments/Faculties in accordance with meeting curricular needs. This is the standard practice at the University. Vrscay seems to expressly agree with this proposition in the Second Grievance, making it difficult to understand how he can take the position that reassigning teaching duties for PMATH 370 was "disciplinary". He specifically states:
- "...you may well take issue with the fact that the PMATH 370 course had to be reassigned. The reassignment of courses, for a variety of reasons including sickness, personal problems, etc., is a fact of life. If a faculty member, for whatever reason, is not able to teach a pre-assigned course, then that faculty member is expected to make up for this course in the future."
36. This was not a situation where, for example, the University removed Vrscay from teaching duties after the course had begun. The Faculty of Math regularly reassigns teaching duties after the initial assignment decision, in order to accommodate unforeseen circumstances. No faculty member "owns" a course or can demand to teach it in any given term. By reassigning Vrscay's teaching duties for Winter 2022, the Faculty acted in accordance with its normal processes.
37. More importantly, however, the University was entitled to act on the information it had before it in the fall of 2021. The University had enacted the Requirement and had no reason to suspect the Requirement would be rescinded before the Winter Term (and indeed it was continued for such Term). Vrscay had already expressed his intention not to comply with the Requirement, and was therefore unable to perform required in-person teaching duties. To be clear, despite a temporary period at the beginning of the semester when the University was dealing with the

Omicron variant, PMATH 371 was taught on campus during the Winter Term. Vrscay was unable to teach this course due to his non-compliance.

38. The University eventually imposed a deadline of January 2022 for non-compliant faculty members, before beginning the MOA disciplinary process. Waiting until January 2022 to determine Vrscay's teaching assignments for the Winter Term would have resulted in significantly more disruption to students (something Vrscay expresses deep concern over).
39. Overall, with respect to teaching assignments for the Winter Term, the University acted in a manner that: 1) was consistent with past practices; 2) was in the best interests of student education; 3) protected the health and safety of members of the University community, including employees and students; and 4) in the case of Vrscay, was rational, given his professed refusal to comply with the Requirement. This decision was not disciplinary and did not result in a breach of the MOA.

c) The disciplinary process was compliant with the MOA and was not otherwise "flawed". The disciplinary process did not deprive Vrscay of "due process".

40. On January 5, 2022, Vrscay received an initial letter pursuant to Article 8.8 of the MOA. But for the particular the allegation raised in the letter (i.e. that Vrscay refused to comply with the Requirement), the letter was consistent with the typical letters used by the University in all faculty discipline cases.
41. Given the allegation raised in the letter (i.e. Vrscay's refusal to comply with the Requirement), the University's investigation consisted of: 1) checking its records to ensure that Vrscay had not submitted proof of vaccination; and 2) checking its records to ensure Vrscay had not submitted a request for an exemption to the requirement to be vaccinated. The circumstances did not require, nor could Vrscay reasonably expect, a more comprehensive investigation. For example, Vrscay was not being disciplined for allegedly harassing a co-worker, whereby he may have reasonably requested interviews with potential witnesses.
42. The language inviting Vrscay to notify the Dean if he wished for anyone else to be interviewed as part of the investigation is template language included in the University's standard letter (although such "interviews" are not required by the MOA, and failing to "interview" others as part of a discipline investigation cannot, in and of itself, be considered a breach of the MOA). Given the nature of the allegations and the investigation being conducted, this language could probably have been removed from the letter.
43. However, contrary to Vrscay's suggestion, the language in the January 5 letter was not an invitation or guarantee that anyone Vrscay wished to have interviewed would in fact be interviewed. Aside, perhaps, from a medical professional or religious leader who might attest to Vrscay's need for an accommodation (although such information would be more properly disclosed through an exemption request, which Vrscay did not file), it is unclear who could have been interviewed who would have had any meaningful information to add related to Vrscay's

non-compliance with the Requirement. Notably, Vrscay does not indicate in the First Grievance who he would have liked interviewed.

44. In any event, Vrscay was provided with ample opportunity to raise any allegations he wished as part of the discipline process, before receiving discipline. For clarity, the letter Vrscay received on January 6, 2022 specifically stated:

“Pursuant to Article 8.11 of the MOA, I shall convene a meeting to afford you an opportunity to make oral and/or written submissions before any disciplinary measures are imposed. At this meeting, I would encourage you to bring forward any further information you have.”

45. As will be discussed more fully below in the University’s response to the Second Grievance, the University held a disciplinary meeting with Vrscay on February 8, 2022, where he was provided with an opportunity to make submissions before Giesbrecht issued discipline. Vrscay was given more than a month, between being warned of discipline via the January 6 letter, and the disciplinary meeting with Giesbrecht. To suggest that Vrscay was deprived of “due process” or otherwise prejudiced by any flaws in the disciplinary process is simply untenable.
46. Finally, to the extent Vrscay suggests Giesbrecht breached the MOA by failing to provide him with a list of “names, places, and dates of allegations incidents”, this suggestion is clearly mistaken. The allegation which instigated the disciplinary process (and ultimately resulted in the University imposing discipline) was as follows: that, despite ample warning of the consequences, Vrscay refused to provide proof of compliance as required by the Vaccination Requirement. It would have been impossible for Giesbrecht to provide any further “names, places, or dates”.

The University’s Response to the Second Grievance

43. The Second Grievance was filed on or about April 6, 2022. It reiterates many of the allegations raised in the First Grievance, and both Grievances relate to the same basic issue: Vrscay’s objection to the Requirement and being disciplined for non-compliance with the Requirement.
44. The Second Grievance discloses three general allegations.
45. First, Vrscay suggests the University promulgated “falsehoods” by suggesting it was required to adopt a “COVID-19 vaccination mandate”, by purportedly having two separate vaccination requirements which were inconsistent, and by suggesting that Vrscay’s conduct amidst a pandemic was “serious”.
46. Second, Vrscay suggests he was in fact “compliant” with the Requirement.
47. Third, Vrscay suggests the discipline he received was unjustified.

a) *The University did not promulgate “falsehoods”, did not have inconsistent vaccination requirements, and Vrscay’s conduct was in fact serious.*

48. As discussed above, particularly at paragraphs 12 and 13, the University was required to adopt a COVID-19 vaccination policy. The fact that the Instructions, issued by OCMOH to all post-secondary institutions and made compulsory under the Regulations, permitted the University to allow for rapid antigen testing, as an alternative to vaccination, does not change the fact that a COVID-19 vaccination policy was mandated by the Instructions. “Problematic Statement No. 1” in the Second Grievance is, accordingly, not problematic or false.
49. Similarly, Vrscay suggests “Problematic Statement No. 2” constituted a new “requirement” (Requirement B) which was inconsistent with the requirement published on the University’s website (Requirement A). Admittedly, this argument is difficult to understand.
50. The University’s published Vaccination Requirement clearly contemplated two options for employees: 1) submit proof of being fully vaccinated; or 2) obtain an exemption to the requirement to be vaccinated (for reasons related to the *Human Rights Code*). The Vaccination Requirement also provided four non-exhaustive examples of employee “non-compliance” (these are quoted in the Second Grievance).
51. Vrscay did not comply with option 1 or option 2 above and was, accordingly, non-compliant with the Requirement. Vrscay seems to suggest that, because he was unvaccinated and therefore not permitted to attend campus, he did not fall within any of the non-exhaustive categories of “non-compliance” listed on the website and was, therefore “compliant”. His argument is akin to the following: an employee can escape consequences for refusing to comply with a workplace policy by not attending work and/or rendering himself ineligible to attend work, since the policy only applies to the workplace.
52. With respect to Vrscay’s “Problematic Statement No. 3”, the University’s response is as follows. Vrscay refused to comply with a reasonable workplace policy (the Vaccination Requirement) which was required by statute and, more generally, put in place to protect the health and safety of University employees and students. As a result of his non-compliance, he was unable to attend campus and perform his normal duties (which included in-person teaching). If non-compliant employees had been permitted to attend campus and perform their normal duties, this would have represented a significant health and safety risk to members of the University community.

b) Vrscay was not compliant with the Requirement.

53. As noted above, Vrscay was non-compliant with the Requirement. Since as early as August 2021, and up to the point he was being disciplined in January and February 2022, the University clearly communicated to Vrscay that he would be required to: 1) submit proof of vaccination; or 2) apply for and obtain an exemption. He chose to do neither, and he knew that non-compliance would have disciplinary consequences.
54. Vrscay refused to become vaccinated and/or submit proof of vaccination. According to his statements, he did so based on his personal beliefs related to vaccination. By refusing to comply

with the Requirement, he rendered himself unable to attend campus and therefore unable to perform his normal duties. He therefore failed to comply with a reasonable workplace policy adopted by the University.

55. Vrscay's position that he was "compliant" is without merit.

c) The University had just cause to discipline Vrscay.

56. As described more fully in paragraphs 7-19 above, the University was required and/or empowered, based on the Instructions, the Regulations, as well as its more general obligations under University Policies and the OHSA, to adopt the Requirement. By adopting a policy that required vaccination and did not allow for rapid antigen testing, the University also acted in a manner that was consistent with its peer institutions in the post-secondary sector. The Requirement was a reasonable workplace rule and, in and of itself, an employee's refusal to comply with a reasonable workplace rule warrants discipline.

57. Vrscay was warned by Giesbrecht in early October that failure to comply with the Requirement would have ramifications (which Vrscay interpreted as a "threat"). Vrscay, and all employees, were warned on numerous occasions that non-compliance would result in discipline.

58. Vrscay received a letter on January 5 warning of discipline, and a further letter on January 6, also warning of discipline. He had more than a month between the January 6 letter and the University imposing a 3-day paid suspension beginning February 11. He chose not to take steps to comply with the Requirement, despite being given more than ample opportunity to do so, as well as being warned of disciplinary consequences. Vrscay served the 3-day paid suspension but remained non-compliant thereafter.

59. The University began a new disciplinary process, issuing a letter on February 16 warning of further discipline, and then a letter on February 18 specifically advising that the University was considering an 8-day unpaid disciplinary suspension due to Vrscay's continued misconduct.

60. Vrscay attended a second disciplinary meeting on March 17, 2022 (again being provided with significant advanced notice of the meeting). During the meeting, he was given an opportunity to make further submissions before discipline was imposed. Approximately one week later, on March 25, Vrscay received a second disciplinary letter, imposing an 8-day unpaid suspension.

61. Vrscay chose, for what seem to be personal reasons, to refuse to comply with a workplace policy adopted by the University. This policy was both reasonable and required by the University's statutory and Policy obligations.

62. Vrscay was provided with ample warning of the consequences of his conduct and, moreover, the University began with a relatively minor disciplinary penalty (a 3-day paid suspension). The initial disciplinary penalty was followed by a more serious disciplinary penalty, an 8-day unpaid

suspension. The University acted in a manner consistent with the principle of progressive discipline, which is specifically enshrined in Article 8.1 of the MOA.

63. As noted by Vrscay in the Second Grievance, his behavior made him unable to perform his normal workplace duties (i.e. teaching). If Vrscay had complied with the Vaccination Requirement, he would have taught PMATH 371 on campus during Winter 2022. If all employees and students acted as Vrscay did, the University would have ceased to operate and/or this would have created a higher likelihood of serious illness amongst students and employees. Fortunately, the rate of compliance for University employees and students was exceptionally high.
64. Vrscay's conduct also created obvious difficulties for the University in planning teaching assignments and, more generally, ensuring it complied with its mandate to provide an effective learning environment and robust academic programming for students. Again, if more faculty members held Vrscay's views about the Requirement, the University would have been entirely unable to meet its obligations to students.
65. Ultimately, the University's disciplinary responses to Vrscay's behavior were reasonable. The University had just cause to impose a 3-day paid suspension and, subsequently, an 8-day unpaid suspension.

Conclusion

66. For the foregoing reasons, the University denies the First Grievance, as well as the Second Grievance.
67. At all times, the University complied with its obligations under, and did not in any way violate, the MOA, University Policies, and/or relevant employment-related statutes (including the relevant provisions of *OHSA* and the *Reopening Ontario Act*). The University denies any wrongdoing whatsoever.
68. The University had just cause, pursuant to the MOA, to discipline Vrscay.
69. The University further denies that Vrscay was treated in arbitrary, unreasonable, discriminatory, or bad-faith manner.
70. As a final comment, I note that even assuming Vrscay's allegations are correct, which is expressly denied, many of the remedies he requests are entirely unreasonable. For example, as part of Vrscay's Grievances (by definition, a dispute between him and the University), he requests that the University "open an investigation of all similar disciplinary procedures".
71. The University will maintain its position that the Grievances are entirely without merit and ought to be dismissed if they proceed to hearing before the Tribunal. Moreover, as noted above, the University will provide comprehensive legal submissions, including supporting case law, after the hearing process and dates have been determined by the Tribunal.

