

## ARTICLE 26 - DISMISSAL FOR CAUSE

### VI.10 Dismissal for Cause

VI.10.1 Dismissal shall be only for just and reasonable cause.

VI.10.2.1 Dismissal means the termination of any appointment by the Board without the consent of the member, as follows:

- i) for tenured members, before the point of retirement established pursuant to this Agreement;
- ii) for non-tenured members, before the end of the appointment period, as specified in their letters of appointment or re-appointment, and/or as provided under the terms of this Agreement.

VI.10.2.2 As the sole exception to the definitions stated above, neither layoff nor termination of appointment for reasons of financial exigency, pursuant to Chapter VII of this Agreement, shall constitute dismissal.

VI.10.3 ~~Members afflicted by physical or emotional inability to carry out their reasonable duties, upon submission of adequate proof, shall be granted compassionate leave without pay, except as provided in the long term disability insurance scheme for members or as may be voluntarily granted by the University. Such leave shall not exceed four (4) years unless covered by the long term disability insurance scheme, except by agreement of the University, the Association and the member.~~

VI.10.4 Dismissal proceedings shall be initiated when the President, upon being satisfied that there appears to be adequate cause to justify a recommendation for dismissal, notifies a member in writing to meet informally and privately to discuss the prima facie grounds for dismissal, no earlier than seven (7) days and no later than fourteen (14) days after receipt of such notification. The President shall advise the Association of the commencement of dismissal proceedings as soon as possible after the notification to the member and prior to any meeting between the President and the member. If agreed by the President and the member, there may be additional informal meetings.

- VI.10.5 A resignation in writing by a member under threat of dismissal, or in consequence of an action or actions by a representative of the Board in violation of this Agreement, shall not be accepted as a valid termination of the member's appointment if it is formally rescinded by the member within two (2) weeks of its submission.
- VI.10.6 Up to two (2) other persons may be present whom the President considers useful to such discussion, and the member shall be accompanied by a personal advisor and/or a representative of the Association.
- VI.10.7 At the informal meeting(s), the prima facie grounds for dismissal shall be informally reviewed, to ascertain whether there is an agreed alternative to carrying forward dismissal proceedings.
- VI.10.8 If the President remains satisfied after the meeting(s) that there is adequate cause to justify recommending dismissal, or if the member, having a reasonable opportunity to meet with the President within the time limits of VI.10.4 fails to appear for an initial meeting within the time limits set above and the President remains satisfied that there remains adequate cause to justify recommending dismissal, the President shall notify the member and the Association in writing of the grounds for dismissal alleged against the member no later than twenty-one (21) days after the last of the meetings that may have been agreed to by the member and the President under VI.10.4, or, if there were no meetings, after the time limits for such meetings provided in VI.10.4.
- VI.10.9.1 The grounds for dismissal in such a notification shall be stated in sufficient detail to allow the member to prepare a defence, and the provisions of this Agreement thought to apply shall be expressly quoted.
- VI.10.9.2 No later than twenty (20) days prior to the commencement of the arbitration hearings, the member may request additional particulars of the grounds for dismissal as specified in such notice, and the President shall supply the same no later than ten (10) days after such request.
- VI.10.9.3 No later than twenty (20) days prior to the commencement of the arbitration hearings, the President may clarify in writing the initial statement of grounds for dismissal.

- VI.10.9.4 The statement of grounds as provided for under VI.10.8 and restated as provided under VI.10.9.2 and VI.10.9.3 shall constitute the final notification of grounds for dismissal.
- VI.10.10 Failure of the President to provide the required notification within the designated time shall terminate the dismissal proceedings, unless the delay of notification shall have been occasioned by circumstances beyond the President's control.
- VI.10.11 If the proceedings are terminated at this or subsequent stages, the President shall not reinstitute dismissal proceedings based on the evidence constituting prima facie grounds for dismissal which led to the initial meeting or, where proceedings end after final notification, on the specific charges there detailed, provided that the Arbitration Board has the power to amend technical deficiencies of the dismissal proceedings.
- VI.10.12 The member may terminate the proceedings at any time by resignation. If the resignation is submitted after formal convening of the Arbitration Board, it shall take effect immediately, notwithstanding the provisions of VI.10.5.
- VI.10.13 Where the termination of proceedings comes about as a result of a formal agreement by a member to certain conditions which are themselves consistent with this Agreement, failure to adhere to such terms may be included among grounds for dismissal in subsequent proceedings. Such special agreement of conditions shall be in writing and

shall be signed by the member only after approval by the Association that the conditions appear to be consistent with the Agreement.

- VI.10.14 Following commencement of dismissal proceedings, a member shall be relieved of all duties under the provisions of IV.1 of this Agreement, until dismissal proceedings are terminated.
- VI.10.15 Within thirty (30) days after notification of grounds for dismissal, there shall be established an Arbitration Board to determine whether there is just and reasonable cause for dismissal.
- VI.10.16.1 The onus lies on the President to establish just and reasonable cause, and the evidence to be presented shall be limited to the grounds stated in the final notification of grounds.
- VI.10.16.2 The President and the member shall advise each other in writing of the documentary evidence upon which each relies and produce copies of such documentary evidence to the other five (5) days prior to the commencement of the arbitration hearing.
- VI.10.16.3 Student evaluations completed and prepared in accordance with written University procedures in effect at the time of such evaluations shall be accepted as prima facie evidence without requirement of oral substantiation from students. Peer evaluation of the member by committees under University procedures in effect at the time of such evaluation shall be accepted as prima facie evidence without requirement of oral substantiation from members of those committees.
- VI.10.17 The Board shall make its nominee for the Arbitration Board at the same time as its notification of grounds as provided in VI.10.8, as in a notice taking a grievance to arbitration, pursuant to Article VI.9.2, and the Board shall notify the Association when it notifies the member.
- VI.10.18 If the Association agrees to take the part of the member in the establishment of an Arbitration Board, the Association shall so notify the President and the member within ten (10) days of the receipt of notification of grounds for dismissal, as provided for in VI.10.8. If the Association has not acted to nominate a member of the Arbitration Board within ten (10) days of their statement of willingness to do so, the President shall notify the member.

- VI.10.19 If the member notifies the Association within five (5) days of receiving notification of grounds for dismissal, as provided for in VI.10.8, that representation by the Association is not requested, or if the Association does not agree to take the part of the member in the establishment of an Arbitration Board, the member may act independently in establishing and pursuing the arbitration. In such event, the member shall possess all the rights and obligations assigned in these provisions to the parties.
- VI.10.20 If neither the Association nor the member subject to dismissal proceedings has acted to nominate a member of the Arbitration Board within thirty (30) days of the receipt of notification by the member of grounds for dismissal, as provided for in VI.10.8, the President may proceed to recommend dismissal of the member, upon five (5) days' additional notice to both member and Association. The President shall not unreasonably refuse a request from either Association or member subject to dismissal proceedings for a further delay of up to ten (10) days before final action is taken. Failure by the Board to nominate an arbitrator terminates the dismissal proceedings.
- VI.10.21.1 The Arbitration Board in dismissal proceedings shall be governed by all the principles which apply to an Arbitration Board established to determine a grievance pursuant to VI.9.
- VI.10.21.2 If the Arbitration Board finds just and reasonable cause for dismissal, it may in its discretion award a sum not to exceed six (6) months' salary to a member upon dismissal, and the President may proceed to recommend the member's dismissal to the Board. No further action can be taken by the member.
- VI.10.22 Under VI.10, notification to the member shall be deemed to have been given if such notice is conveyed by personal service or sent by registered mail to the individual's last known address shown on University records. Notification under VI.10 will be deemed to have been received on the date of personal service or on the seventh (7th) day (exclusive of Saturdays, Sundays and recognized holidays) following the date of mailing if sent by registered mail.