

York University Faculty Association  
Memorandum

To: Dan Bradshaw, Assistant Vice-President, Labour Relations

From: Sheila Embleton and Patricia Wood, Chief Stewards *Sheila Embleton*

Re: Policy Grievance – Mode of Delivery

Date: August 4th, 2021

The York University Faculty Association grieves on its own behalf, and on behalf of all affected members, that the Administration violated Articles 1, 3, 18, and particularly 18.08.3, 18.10 and 18.39 of the Collective Agreement by requiring units to meet certain in-person teaching thresholds, irrespective of unit level course planning; by failing to respond promptly to accommodate remote teaching for members who cannot teach on campus due to medical, disability, age and/or family status; by arbitrarily compelling certain faculty members to work on campus and without regard for unit level planning; by requiring those faculty members who are teaching on campus to simultaneously offer online components for students who cannot attend in person and thereby impinging upon their rights to design and administer their course while also contributing to additional and inequitable workload among members; by compelling faculty members who are delivering courses remotely to institute a de facto blended course through a requirement to a return to in-person teaching in Winter without seeking member agreement and thereby preventing members from exercising their pedagogic/academic judgement and increasing workload; by failing to plan in accordance with current public health recommendations and/or failing to adequately address public health concerns relating to fall teaching in a timely fashion to allow for course planning and thereby failing to provide adequate facilities and services to members.

By way of relief, the Association seeks the following remedies:

1. A declaration that the collective agreement has been violated;
2. An order that courses be mounted in accordance with the mode of delivery determined by the unit;
3. An order that assignment of courses shall be in consultation with and consistent with the pedagogic and academic judgements and principles of faculty members;
4. The Employer will make whole members who have been compelled to develop and deliver courses using alternate modes of delivery, including de facto blended courses (e.g. recognizing and compensating members for additional workload);

5. The Employer will institute plans for the fall term in accordance with no less than the public health restrictions of August 5th, 2021;

6. The Employer will ensure that any members who identify that they cannot teach on campus in the 2021-22 year due to family status, medical, age and/or disability will be assigned remote teaching; and

7. Any other remedies that the arbitrator finds to be just and equitable under the circumstances.

YUFA reserves the right to add to the grievance substance, arguments, and remedies.

cc. Adam Bereza, Executive Director, Faculty Relations  
Lisa Philipps, Provost and Vice-President Academic  
Chris Donovan, Goldblatt Partners

York University Faculty Association  
Memorandum

To: Lisa Philipps, Provost and Vice-President Academic  
Dan Bradshaw, Assistant Vice-President Labour Relations

From: Sheila Embleton and Patricia Wood, Chief Stewards 

Re: Course Delivery, Intimidation and Abuse of Authority

Date: September 17, 2021

The York University Faculty Association grieves on its own behalf and on behalf of all affected members that the Employer has violated Articles 1, 3, 10, 11, 17 and particularly 17.02, and 18, particularly 18.08.3, 18.08.6, 18.39, of the Collective Agreement, and any other relevant articles, policies or law, by overriding the collegial decision-making of the Department of Social Sciences and the LA&PS Faculty Council to determine the structure, format and mode of delivery of courses offered by the Department and directing instructors to proceed with planned in-person classes contrary to the express decision of the colleagues; by directing all YUFA members to proceed with in-person course delivery in the context of outdated health and safety planning assumptions and unsafe working conditions; by violating the academic freedom of colleagues and their right to make recommendations to the employer regarding the delivery of curriculum and to participate in the formulation and/or recommendation of policy within the University; by--through means of intimidation and coercion, monitoring and surveillance--interfering with colleagues' right to determine issues they will or will not discuss at unit meetings and to exercise their rights of collegial decision-making and academic freedom; and by impairing the general climate of freedom and responsibility.

By way of remedy the Association seeks:

1. A written declaration that the Employer has violated the Collective Agreement;
2. An order directing the Employer to immediately cease violating the Collective Agreement, including by pre-emptively interfering in colleagues' right to collegial decision-making processes and by intimidating members from exercising their right to academic freedom and collegial governance, and to respect the right of units to collegially determine mode of delivery;
3. That the Employer respect Article 18.08.3 in its fullest sense and agree to a collegial, reasonable and fair process for the determination of all issues involving curriculum delivery, including as these intersect with health and safety issues;

4. Any other appropriate remedy.

Cc: Emma Phillips, Goldblatt Partners  
Adam Bereza, Director, Faculty Relations

York University Faculty Association  
Memorandum

To: Lisa Philipps, Provost and Vice-President Academic  
Dan Bradshaw, Assistant Vice-President Labour Relations

From: Sheila Embleton and Patricia Wood, Chief Stewards 

Re: Grievance – Surveillance, Managerial Overreach and Abuse of Authority

Date: September 17, 2021

The York University Faculty Association grieves on its own behalf and on behalf of all affected members that the Employer has violated Articles 1, 3, 7, 11, 16, 17 and 18, including 18.08.3 and 18.39 of the collective agreement, the *Personal Information Protection and Electronic Documents Act*, and the York University Senate policy on *Computing and Information Technology Facilities*, and any other relevant articles, policies or law by surveilling members, violating member privacy, and making a complaint against a member without identifying the source of details of the allegation; preemptively and without reasonable basis contacting YUFA members individually to inquire whether they held classes and to confirm they will be meeting in person for the remainder of the course(s); by failing to advise members of their right to union representation; by introducing and implementing the monitoring of performance without notification, consent, and basis in the collective agreement to do so.

The following remedies are requested:

1. A written declaration that the Employer violated the Collective Agreement;
2. An apology to the affected members and to the Association;
3. A cease and desist order on pre-emptively monitoring the job performance of members by electronic means or otherwise;
4. An order for the Employer to disclose the sources of information leading it to preemptively question members' attendance in class;
5. An order that no material flowing from the inquiries, including the inquiry itself, appear in the personnel files of the affected faculty members;
6. Any other appropriate remedy.

Cc: Emma Phillips, Goldblatt Partners  
Adam Bereza, Director, Faculty Relations

York University Faculty Association  
Memorandum

To: Lisa Philipps, Provost and Vice-President Academic  
Dan Bradshaw, Assistant Vice-President Labour Relations

From: Sheila Embleton and Patricia Wood, Chief Stewards



Re: Grievance – Violation of article 18.39, OHSA

Date: September 17, 2021



The York University Faculty Association grieves on its own behalf and on behalf of all affected members that the Employer has violated articles 11, 18.39, sections 9, 25, 26, and 27 of the Ontario *Occupational Health and Safety Act*, and any other relevant articles, policies, or laws, by failing to meet its obligation to provide to the Joint Health and Safety Committee, the ad hoc “COVID Table,” and/or any other relevant joint committee, adequate information relevant to assessing the health and safety of employees including information necessary to identify any workplace hazards or dangers and/or necessary to carry out the functions of the committee; by failing in its role as supervisor to provide individual employees with sufficient information to know and assess workplace hazards relating to their individual workspace(s); by requiring that employees return to campus in advance of the University’s health and safety measures being fully in place and in the absence of sufficient information on those measures being communicated; and by interfering with YUFA members’ responsibilities under Articles 11.01 and 11.02, including any obligation to observe and comply with relevant provisions of the *Occupational Health and Safety Act* and any relevant Regulations.

By way of remedy YUFA seeks:

1. That the Employer acknowledge that it has violated the Collective Agreement;
2. That the Employer immediately provide to the relevant committee(s) and employees adequate information to allow the Association and affected members to identify potential or existing hazards, including but not limited to information with respect to University audits on air intake, air exchange rates within buildings, ventilation rates and their sufficiency, types and sufficiency of air filtering systems, improvements in air filtering systems, existing monitoring and frequency of inspection of HVAC and air filtration systems, existing monitoring and frequency of filter changes, processes for regularly flushing domestic water systems, systems of testing for Legionella in the potable water distribution systems as well as non-potable water in HVAC systems, fountains, etc. of University buildings, etc.
3. That the Employer immediately provide to the relevant committee(s) and employees adequate information about the steps the Employer has taken in specific workplaces and

workspaces to ensure the health and safety of employees so that those committees and/or individuals can assess workplace hazards;

4. That the Employer cease interfering in YUFA members' performance of their article 11.01 professional responsibilities including any obligations that YUFA members may have as supervisors under the *Occupational Health and Safety Act*;
5. That the Employer provide information to employees on its plan to ensure the timely review and monitoring of vaccination information of all members of the York community attending on campus and how this information will be communicated to YUFA and its members;
6. That the Employer provide information to employees on how it will ensure the implementation of public health guidelines and best practices to avoid the transmission of COVID, including wearing masks and social distancing;
7. That members be permitted to teach through emergency remote instruction until the Employer's obligations under the collective agreement and *Occupational Health Safety Act* are met;
8. Any other appropriate remedy.

Cc: Sheila Cote-Meek, Vice President Equity, People and Culture  
Emma Phillips, Goldblatt Partners  
Adam Bereza, Director, Faculty Relations